

Lancaster County Council Administration Committee
Thursday, July 14, 2016

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

1. **Call to Order – Committee Chair Brian Carnes** **4:30 p.m.**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Minutes of the following meetings:**
 - a. May 12th - pgs. 2-4
 - b. June 15th - pgs. 5-7
4. **Citizens Comments**
5. **Discussion / Action Items**
 - a. Ordinances regarding Red Ventures Fee Agreement and MultiCounty Park Agreements. *Mike Ey – pgs. 8-49*
 - b. Sun City Carolina Lakes Bond refund and approval of underwriter Resolution and Ordinance. *John Weaver – pgs. 50-59*
 - c. Ordinance regarding storm water. *Steve Willis and Jeff Catoe – pgs. 60-64*
 - d. A proposed Resolution amending the Motor Vehicle Policy to allow an unmarked vehicle for economic development purposes. *Steve Willis – pgs. 65-67*
 - e. Monthly Finance Report presentation changes. *Veronica Thompson – pgs. 68*
 - f. Assistance to Firefighters Grants – Rich Hill and McDonald Green. *Darren Player – pgs. 69-79*

6. **Adjournment**

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council Administration Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org



MINUTES OF THE LANCASTER COUNTY COUNCIL ADMINISTRATION
COMMITTEE

COUNTY ADMINISTRATION BUILDING
COUNCIL CONFERENCE ROOM
101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Administration Committee

Brian Carnes, Committee Chairman – District 7

Bob Bundy, Council Member – District 3

Charlene McGriff, Council Member – District 2

Thursday, May 12, 2016

The Committee Members present were Brian Carnes and Charlene McGriff. Council Member Bob Bundy was absent. Also present was Steve Willis, John Weaver, Veronica Thompson, Kimberly Hill, Brenisha Wells and other spectators. A quorum of the Lancaster County Council Administration Committee was present for the meeting.

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

Call to Order

Chairman Brian Carnes called the meeting to order at 4:30 p.m.

Approval of Amended Agenda

Councilwoman McGriff moved to approve the agenda. Passed 2-0.

Citizen Comments

There were no citizen comments.

Discussion/Action

County Government Social Media.

Jessica Kennington, Public Relations Coordinator, discussed implementing county government social media. She stated the focus of having a social media presence is to inform, understand and relate to the citizens of Lancaster County. John Weaver stated that we will bring back a policy to the next Administration Committee meeting.

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Resolution 0917-R2016 – A Resolution to approve the late filing by William Heyward Adams, III for 2015 special assessment as agricultural real property.

Attorney Rick Chandler spoke regarding his clients request for approval of the late filing for 2015 special assessment as agricultural real property. Mr. Chandler explained that this was not a normal real estate transaction in that Mr. Adams inherited the property.

The Committee members discussed the need for citizen awareness to prevent this in the future.

Charlene McGriff moved to recommend to full Council. Passed 2-0.

Updating the Code and Ethics Policy, Procurement.

Bryant Cook, Procurement Officer, spoke regarding updating the Procurement Code; specifically sections 2-260; 2-261; 2-266; 2-267; 2-268; 2-269; 2-270; 2-272; 2-275; 2-276; 2-277; 2-278 and 2-278. All of the changes are highlighted in red.

Charlene McGriff moved to recommend to full Council. Passed 2-0.

Decommissioned / Sale of Fire Apparatus.

Darren Player, Fire Rescue/Emergency Management Director, reported that new apparatus has been purchased for Fire Rescue service, which necessitates the removal of older apparatus from the fleet once it arrives. Th Fire Commission, as part of the 2015 purchase plan presented to Council in 2015, requested to be able to sell the apparatus coming off line with funds from the sale being dedicated to Rich III Fire Department for a needed building addition. Mr. Player further reported that the sale could bring in approximately \$200,000 to \$250,000. The proposal was provided to the Public Safety Committee July 2015. Mr. Player noted that this request does not require funding, however it will deviate from the normal method of vehicle decommissioning in that the funds would be dedicated for a Volunteer Fire Department once they became available. The Fire Commission is seeking approval to move forward wit the plan to get pricing to prepare for the sale of apparatus.

A motion was made by Charlene McGriff in favor of the proposal and bring back information to the Committee prior to going to full Council. Passed 2-0.

Transfer of property to the Town of Kershaw

Steve Willis informed the Committee of a possible of transfer of property to the Town of Kershaw. The property was acquired in 1991 using recreational grant funding. It was never developed as a park as another site became available. The property should have been transferred to the Town of Kershaw in 1991 per the County Code 24-24(a) (2).

Staff recommended transferring the property.

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LANCASTER COUNTY COUNCIL ADMINISTRATION COMMITTEE

May 12, 2016

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Charlene McGriff moved to recommend to full Council the transfer of property to the Town of Kershaw. Passed 2-0.

Cost of upgrades on certain county parks

Hal Hiott provided for information only, the cost analysis for a Lancaster County Sports Complex (attached as schedule A). The estimate could be in the range of \$9.8 million, which includes a 25% contingency.

Hospitality Tax

Steve Willis reported that at the last meeting a question was raised as to applying Hospitality tax to charitable events such as fire department BBQ's and Mr. Willis checked with Kevin Yokum, Florence County Finance Director and the SCAC representative to the state Tourism Expenditure Review Committee and here is his reply:

"Based on my reading of SC Code of Laws Section 6-2-710(2), it is my opinion that a Fire Department BBQ fundraiser does not meet the definition of "Establishment" as included in this section and therefore moneys collected from such a fundraiser would not be subject to the local hospitality tax."

Charlene McGriff moved to proceed with the Ordinance to Council for a discussion item. Passed 2-0.

Adjournment

There being no further business, Councilwoman McGriff moved to adjourn the meeting.

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin
Clerk to Council
(Minutes taken from the notes of
Brenisha Wells)

Brian Carnes, Committee Chair

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MINUTES OF THE LANCASTER COUNTY COUNCIL ADMINISTRATION
COMMITTEE

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101 N. MAIN STREET, LANCASTER

Members of the Lancaster County Council Administration Committee

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

Wednesday, June 15, 2016

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

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

Call to Order

Chairman Brian Carnes called the meeting to order at 5:30 p.m.

Approval of Amended Agenda

Steve Willis requested that an Executive Session matter be added to the agenda.

Charlene McGriff moved to approve the agenda as amended. Passed 3-0.

Minutes of the March 31 and April 14, 2016 meetings

Charlene McGriff moved to approve the minutes of the March 31 and April 14, 2016 meetings. Passed 3-0.

Citizen Comments

There were no citizen comments.

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Discussion/Action

County Government Social Media Policy

Jessica Kennington, Public Relations Coordinator, discussed the policy included in the agenda package. This policy will be included in the Administrator's Policy Manual and will not need further consideration of Council. A copy of the policy will be placed as information in the next Council package

Councilwoman McGriff requested that the policy be reviewed with all employees. Mrs. Kennington noted that we would have departmental meetings to review the policy.

Proposed Resolution amending the Motor Vehicle Policy

Steve Willis discussed amending the Motor Vehicle Policy to allow for one of the Economic Development vehicles to be unmarked. A proposed resolution was included in the agenda package for consideration.

The Committee requested that this topic be brought back after discussing with the new Economic Development Director.

2016-2017 FY Budget

Kimberly Hill briefed the Committee on a few changes to the budget for third reading as follows:

Fund	Change	Additional Funds
General Fund	EMS 8 sinkhole will need to be taken care of. Recommend funding through fund balance.	\$200-300k
	The library received additional lottery money this FY, which was not budgeted to be used in the current year. We have found out that it must be spent by June 2017 so we are requesting to include it.	\$49,935
	We will not have all expenses complete on the convenience site by June 30. We will have to move that money forward to complete.	Unknown
Capital Projects Sales Tax 1	Currently only Tax 2 is on the ordinance. The Clerk of Court will be unable to procure all the Courthouse money by the end of the Fiscal Year and the remaining amount will need to be carried forward to complete projects approved by Council.	\$2,705,331 (includes \$1m for radios)

Debt Service	We have updated debt service numbers after adding the fire trucks and the auditor has given us a final millage rate. I had previously estimated high so it should come down.	
CTC	Additional revenue from the state is likely that was not expected when we were coming up with initial budget figures.	\$950,000

The fee schedule also requires a change, as we will be removing the euthanization fee of \$10. More Animal Shelter fee changes may be coming from the Public Safety Committee.

Ms. Hill further reported that the Solicitor, Public Defender and Soil and Water have asked for staff salary increased totaling \$28,823, which would affect the General Fund.

Bob Bundy moved to recommend amending the budget for the items in the table above, and no recommendation to pay increases for the Solicitor, Public Defender or Soil and Water. Passed 3-0.

Executive Session

Charlene McGriff moved to go into Executive Session to discuss compensation of persons regulated by a public body and an Economic Development matter. Passed 3-0.

Charlene McGriff moved to come out of Executive Session.

John Weaver noted during the course of Executive Session the Committee discussed a compensation matter and an Economic Development Matter where there were no votes taken and no decisions made.

Upon returning to open session, there was no action taken on items discussed in Executive Session.

Adjournment

Charlene McGriff moved to adjourn the meeting. Seconded by Bob Bundy. Passed 3-0.

Respectfully Submitted:

Approved by Committee Chair

Debbie C. Hardin
Clerk to Council

Brian Carnes, Committee Chair

Debbie Hardin

From: Ey, Mike <MEy@MCNAIR.NET>
Sent: Thursday, July 07, 2016 3:11 PM
To: Debbie Hardin
Cc: John Weaver; Steve Willis; Michael Trotter
Subject: Red Venture Documents -- Administration Committee July 14
Attachments: COLUMBIA-#1258558-v6-Ordinance_No__2016-____approving_Streetcar_fee_agreement.DOC; COLUMBIA-#1258559-v9-Fee_Agreement_(Streetcar).DOCX; COLUMBIA-#1267558-v1-Ordinance_No__2016-____Removing_Project_Streetcar_related_properties_from_Chester_County_MCP.DOC; COLUMBIA-#1268161-v1-Ordinance_No__2016-____Adding_Project_Streetcar_to_Master_MCP.DOCX

Attached are four documents for consideration by the Administration Committee at its meeting scheduled for Thursday, July 14, 2016:

1. An ordinance to approve the Red Ventures Fee Agreement.
2. The Red Ventures Fee Agreement.
3. An ordinance to remove the 521 Corporate Center properties (which includes some of the Red Venture properties) from the MCP Agreement with Chester County.
4. An ordinance to add the 521 Corporate Center properties (which includes all of the Red Venture properties) to the Master MCP Agreement with Chesterfield County.

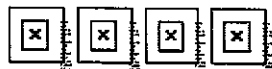
Please note that it will be necessary to update the documents to reflect the assignment of new tax map numbers for the Red Venture properties. As soon as those numbers are received, we will update the documents.

If you have any questions or need additional information, please contact me. Thanks. Mike.



J. Michael Ey
Shareholder
mey@mcnair.net | 803 753 3268 Direct | 803 513 7852 Mobile

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VCard | **Bio URL** | **Website**



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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1405

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, RV-IMAGITAS, LLC AND LANCASTER REAL ESTATE GROUP, LLC, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings.

The Lancaster County Council finds that:

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

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

(c) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, and one or more affiliates (collectively, the “Company”), is considering investment in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least approximately One Hundred Million Dollars (\$100,000,000.00) over seven (7) years (the “Project”);

(d) the Company indicates the Project will result in the creation of at least one thousand three hundred (1300) new full-time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits;

(e) pursuant to Resolution No. 0908-R2016, adopted January 25, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(f) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio, a fixed millage rate of 289.4 for a period of thirty (30) years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and for the Economic Development Property (as defined in the Act), special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service; and

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

Section 2. Approval of Fee Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Cost-Benefit Findings.

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

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include: (i) investment in personal property and certain real estate improvements of at least \$100,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$788,724 after application of incentives; (iii) construction benefit of \$7,964,400; (iv) facility operation benefit of \$62,168,028; (v) employee benefit of \$1,084,174; and (vi) visitor benefit of \$0. The total benefit is estimated at \$71,216,602;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$24,039,347; and (iii) employee costs of \$997,135. The total cost is estimated at \$25,036,482.

(c) The benefit to cost ratio in year one is estimated at \$2.84:1 and after year one at \$2.53:1.

(d) The value of the FILOT incentive to the Company is estimated at \$8,297,002 and the special source revenue credits at \$17,340,000.

Section 5. Approval and Execution of Fee Agreement.

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

Section 6. Economic Development Fund.

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

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

Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

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: _____, 2016 [Tentative]
Second Reading: _____, 2016 [Tentative]
Public Hearing: _____, 2016 [Tentative]
Third Reading: _____, 2016 [Tentative]

Exhibit A to Ordinance No. 2016-1405

Fee Agreement

Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

RV-IMAGITAS LLC

and

LANCASTER REAL ESTATE GROUP, LLC

Dated as of September 12, 2016

FEE-IN-LIEU OF TAX AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of September 12, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), RV-IMAGITAS LLC, a North Carolina limited liability company ("Sponsor"), and LANCASTER REAL ESTATE GROUP, LLC, a North Carolina limited liability company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") 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 (a "FILOT"); 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; and

WHEREAS, the Companies propose to expand their technology based sales and marketing business operations in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of approximately 1,300 new, full time jobs and an investment of \$100,000,000 in the County; and

WHEREAS, the County Council approved on January 25, 2016 Resolution No. 0908-R2016 (the "Inducement Resolution"), an inducement resolution to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Companies expanding operations in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Companies to make FILOT payments pursuant to the Act; and

WHEREAS, it is presently anticipated, but not required, that Sponsor Affiliate will initially own (if not already so owned) that portion of the Project comprised of the Land (as defined herein) and certain real property improvements now or hereafter constructed thereon; and

WHEREAS, it is presently anticipated, but not required, that Sponsor will hereafter own (if not already so owned), that portion of the Project composed of personal property now or hereafter located on the Land; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Companies agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
RV-Imagitas LLC; Lancaster Real Estate Group, LLC; Lancaster County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, see Exhibit A
3. Minimum investment agreed upon: \$100,000,000
4. Length and term of this Agreement: 30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%

6. Millage rate applicable for each year of this Agreement: 289.4 mills, the millage rate in effect on June 30, 2015
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Companies.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Companies.
9. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service.
 - (d) Payment will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. Waived by the County and the Companies.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Companies.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: Waived by the County and the Companies.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean 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 other documents related to this Agreement and any multi-county park documents; and (iii) 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.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 12, 2016.

"Code" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"Companies" shall mean Sponsor and Sponsor Affiliate, collectively.

"Company" shall mean each of Sponsor and Sponsor Affiliate.

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

"County Council" shall mean the governing body of the County and its successors.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement; provided, however, that the County and the Companies specifically agree that such term shall only include property that is used for business purposes other than as retail space, hotels or restaurants. For the avoidance of doubt, the term "Economic Development Property" shall include restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees.

"Equipment" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor or Sponsor Affiliate and installed as part of the Project during the Investment Period in accordance with this Agreement.

"Event of Default" shall mean an Event of Default as defined in Section 11.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and

delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (b) modifications which constitute an expansion of Existing Property.

“*FILOT*” shall mean the fee-in-lieu of taxes, which Sponsor or Sponsor Affiliate are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by Sponsor or Sponsor Affiliate to Section 5.01 hereof.

“*FILOT Revenues*” shall mean the revenues received by the County from the payment of the FILOT.

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is seven years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor and Sponsor Affiliate to create jobs with respect to the Project as set forth in Section 2.02(e) of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included in Exhibit A by amendment as provided in the Section 12.12 of this Agreement.

“*Multi-County Park Act*” shall mean 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, as amended through the date hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor or Sponsor Affiliate incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily

used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be "Non-Qualifying Property." The Companies agree that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

"*Project Commitment*" shall mean the (i) Investment Commitment, and (ii) Jobs Commitment.

"*Released Property*" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"*Replacement Property*" shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

"*Special Source Revenue Credits*" shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

"*State*" shall mean the State of South Carolina.

"*Streamlined FILOT Act*" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"*Term*" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this 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 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate its portion of the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, Sponsor, along with Sponsor Affiliate, commits to an investment of at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by the Companies for real estate improvements on the land existing as of the date of this Agreement. Investments made by Sponsor Affiliate in Economic Development Property shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to invest in the Project.

(e) For the Project, Sponsor, along with Sponsor Affiliate, commits to create, not later than the end of the Investment Period, not less than one thousand three hundred (1300) new full time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits. Jobs created by Sponsor Affiliate shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to create jobs.

(f) The income tax year of Sponsor, and accordingly the property tax year, for federal income tax purposes is a 52/53 week fiscal year ending on the Saturday closest to December 31.

(g) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(h) Sponsor intends to operate its portion of the Project as a part of its technology based sales and marketing businesses. The Project constitutes a "project" and "economic development property" as provided under the Act

Section 2.03. Representations and Warranties by Sponsor Affiliate. Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor Affiliate is a limited liability company, validly existing and in good standing under the laws of North Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor Affiliate to locate its portion of the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor Affiliate are pending or threatened against or affecting Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. Each Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that

this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Companies have otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees 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.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project. For the Project, the Companies agree to invest at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the initial Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor or Sponsor Affiliate in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) Sponsor agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor and the County Assessor of the County and any multi-county park partner county not later than 30 days after execution and delivery of this Agreement. Each year during the term of this Agreement, each Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) (1) Each Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

(2) Each 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 of Companies' books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by any Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(c) The County acknowledges and understands that the Companies 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 Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' 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 Companies,

their 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 Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

(a) As long as no event of default exists hereunder, the Companies shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Each Company may, at its own expense, add to the Project any real and personal property as such Company in its discretion deems useful or desirable.

(ii) In any instance where a Company, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, such Company may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) For the Project:

- (1) With respect to any portion of the Project consisting of Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and
- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 289.4 mils, the millage rate in effect on June 30, 2015, for the entire term of this Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event a Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event a Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon any Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by any Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty-year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in

whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor or Sponsor Affiliate does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the applicable Investment Period ("**Act Minimum Investment Requirement**"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) (1) If the Companies satisfy the Act Minimum Investment Requirement but do not satisfy either the Investment Commitment or the Jobs Commitment or both, the Companies shall be required to repay to the County a portion of the Special Source Revenue Credits received and the repayment amount shall be calculated as follows:

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

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$100,000,000) + (Number of Jobs Meeting Jobs Commitment / 1300)] ÷ 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 Companies satisfied the Act Minimum Investment Requirement during the Investment Period, created 1400 jobs meeting the Jobs Commitment but only achieved a maximum investment of \$90,000,000, and if the Companies had received \$1,500,000 in Special Source Revenue Credits, the Repayment Amount would be \$75,000, calculated as follows:

$$\text{Clawback Achievement Percentage} = (\$90,000,000 / \$100,000,000) + (1400 / 1300) \div 2 = (90\% + 100\%) \div 2 = 190 \div 2 = 95\%$$

$$\text{Repayment Amount} = \$1,500,000 - (\$1,500,000 \times 95\%) = \$1,500,000 - \$1,425,000 = \$75,000.$$

(2) If the Companies are required to make a repayment to the County pursuant to subsection (j)(1) of this section, then the Companies are not eligible for any Special Source Revenue Credits after the end of the Investment Period.

(3) In the event that both the Investment Commitment and the Jobs Commitment are satisfied by the end of the Investment Period, but following the Investment Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Investment Commitment or the number of new, full-time jobs falls below that set forth in the Jobs Commitment, then the Companies agree that the Companies forfeit the Special Source Revenue Credit for the year in which either the Investment Commitment or the Jobs Commitment, or both, is not maintained. On or before May 31 of the year following the end of the Investment Period, and for each year thereafter that the Companies would be eligible for a Special Source Revenue Credit, the Companies shall certify to the County Auditor that the Companies have complied with the Investment Commitment and Jobs Commitment, and, to the extent that the credit would apply to a year after the end of the Investment Period, that the Companies have maintained the Investment Commitment and Jobs Commitment. If the certification is not made by, or is received after, May 31 of the applicable year, then the Companies agree that the Special Source Revenue Credits are forfeited for the then applicable year.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Section 5.01(h)-(j) hereof shall be paid within 90 days, following written notice thereof from the County to the Companies.

(l) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(l), "**cease operations**" means permanent closure of the facility. The provisions of Section 5.01(j) 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 Companies have achieved the Investment Commitment and Jobs Commitment. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event any Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, any Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Companies decide not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for the purposes identified in Section 2.02(h) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor and Sponsor Affiliate release the County, including the members of the governing body of the County, and the employees, officers,

attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agree that the Indemnified Parties shall not be liable for, and agree to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor and Sponsor Affiliate further agree to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by any Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Sponsor and Sponsor Affiliate shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion,

hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor or Sponsor Affiliate may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such

Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

Each Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Companies with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Companies with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; provided, however, that the County hereby agrees, at the Companies' expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of thirty years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor or Sponsor Affiliate may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof shall be calculated as provided in

Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies. (a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County;

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default; or

(3) a cessation of operations at the Project.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(b)(2) and (3); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce

observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any 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. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Companies provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Companies of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration 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 Administration Expenses.

(b) The Companies agree 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 Fee Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand and No/100 dollars (\$1000.00).

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

John Weaver
County Attorney, Lancaster County
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Telephone: (803) 416 - 9426
Fax: (803) 285 - 3361
Email: jweaver@lancastercountysc.net

(b) As to the Sponsor:

RV-Imagitas LLC
ATTN: Tommy Warlick
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
Email: twarlick@redventures.com

As to the Sponsor Affiliate:

Lancaster Real Estate Group, LLC
ATTN: Tommy Warlick
1101 Red Ventures Drive
Fort Mill, South Carolina 29707
Telephone: 704-697-1307
Email: twarlick@redventures.com

With a copy, in each case, to (which shall not constitute notice):

Ms. Stephanie L. Yarbrough
Womble Carlyle Sandridge & Rice, LLP
5 Exchange Street
Charleston, South Carolina 29401
Phone: (843) 720-4621
Email: styarbrough@wcsr.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

RV-IMAGITAS LLC

By: _____
Name: _____
Title: _____

LANCASTER REAL ESTATE GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

Land

The information below is derived from the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016 (the "Recombination Plat"). The Recombination Plat is being reviewed by the Lancaster County Planning Department and the Lancaster County Assessor. Upon completion of the reviews, the Recombination Plat is expected to be recorded with the Register of Deeds for Lancaster County. New tax map numbers are expected to be assigned for the land identified below after the Recombination Plat is recorded. This exhibit will be updated as needed to reflect any new or changed tax map numbers for the land.

Parcel A, 18.701 acres

- Tax Map No. 0005-00-103.08, 8.189 acres
- Tax Map No. 0005-00-103.04, 3.6 acres
- Tax Map No. 0005-00-103.01, 15.868 acres (this parcel will be split in the recombination; 6.912 acres will be allocated to Parcel A and the balance, 8.956 acres, to Parcel B)

Parcel B, 11.418 acres

- Tax Map No. 0005-00-103.01, 15.868 acres (this parcel will be split in the recombination; 6.912 acres will be allocated to Parcel A and the balance, 8.956 acres, to Parcel B)
- Tax Map No. 0005-00-103.07, 3.072 acres
- Tax Map No. 0005-00-118.00, 7.009 acres (this parcel will be split in the recombination; portions will be allocated to Parcels B, D and F)

Parcel C, 2.450 acres

- Tax Map No. 0005-00-103.06, 6.255 acres (this parcel will be split in the recombination; 2.450 acres will be allocated to Parcel C, a portion to Parcel D and a portion to Parcel F)

Parcel D, 6.546 acres

- Tax Map No. 0005-00-118.00, 7.009 acres (this parcel will be split in the recombination; portions will be allocated to Parcels B, D and F)
- Tax Map No. 0005-00-103.06, 6.255 acres (this parcel will be split in the recombination; 2.450 acres will be allocated to Parcel C, a portion to Parcel D and a portion to Parcel F)

Parcel E, 5.787 acres

- Appears to be the “loop” road which is an existing 50’ public right-of-way – Red Ventures Drive (Deed Book 2006, Page 216)

Parcel F, 21.449 acres

- Tax Map No. 0005-00-103.06, 6.255 acres (this parcel will be split in the recombination; 2.450 acres will be allocated to Parcel C, a portion to Parcel D and a portion to Parcel F)
- Tax Map No. 0005-00-118.00, 7.009 acres (this parcel will be split in the recombination; portions will be allocated to Parcel B, D and F)
- Tax Map No. 0005-00-105.00, 20.41 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)
- Tax Map No. 0005-00-106.00, 20.948 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)
- Tax Map No. 0005-00-107.00, 12.999 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)

Parcel G, 94.374 acres

- Tax Map No. 0005-00-105.00, 20.41 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)
- Tax Map No. 0005-00-106.00, 20.948 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)
- Tax Map No. 0005-00-107.00, 12.999 acres (this parcel will be split in the recombination; a portion will be allocated to Parcel F, the balance will be allocated to Parcel G)
- Tax Map No. 0005-00-108.00, 13.09 acres
- Tax Map No. 0008-00-014.00, 6.378 acres
- Tax Map No. 0008-00-031.00, 22.07 acres
- Tax Map No. 0008-00-030.00, 24.174 acres

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2016-1406

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE REMOVAL OF PROPERTY FROM THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND CHESTER COUNTY, SOUTH CAROLINA, DATED DECEMBER 5, 2005; 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 County is authorized by Art. 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;

(2) Lancaster County, by passage of Ordinance No. 701, and Chester County, by passage of Ordinance No. 12-05-05-I, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Lancaster and Chester Counties) which provided for the two counties to develop jointly an industrial and business park (the "Multi-County Park" or "MCP"), and the agreement is dated December 5, 2005 (the "Multi-County Park Agreement" or "MCP Agreement") (Lancaster properties included, but were not limited to, the Bailes Ridge Tract, the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract) (Chester properties included the S.C. 99 Industrial Park, Oliphant Tract No. 1, Oliphant No. 2 Tract, Oliphant – Leeds Tract, Patel No. 1 Tract, Patel No. 2 Tract, Patel (Interco) Site);

(3) In 2006, Lancaster County, by passage of Ordinance No. 759, and Chester County, by passage of Ordinance No. 07-03-06, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Tyndall Tracts One and Two);

(4) In 2007, Lancaster County by passage of Ordinance No. 854, and Chester County, by passage of Ordinance No. 11-05-07, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Surefin);

(5) In 2009, Lancaster County, by passage of Ordinance No. 969, and Chester County, by passage of Ordinance No. 04-06-09A, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Chester County to be

included in the Multi-County Park (Project 0822);

(6) In 2013, Lancaster County, by passage of Ordinance No. 2013-1247, and Chester County, by passage of Ordinance No. 12-02-13, approved an amendment to the MCP Agreement and the amendment provided, among other things, for the diminution of the boundaries of the Multi-County Park by the removal from it of a portion of the land associated with the Bailes Ridge Tract;

(7) The Multi-County Park Agreement, as originally approved, provides in paragraph 3(A), in part, that “[t]he boundaries of the Park may be . . . diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chester County.” The MCP Agreement also provides in paragraph 3(C) that

[p]rior to the adoption by Lancaster County Council and by Chester County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chester County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chester County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notices of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(8) it is in the best interests of Lancaster County and its citizens to amend the Multi-County Park Agreement to diminish the boundaries of the Multi-County Park by removal from it of the land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

(b) It is the purpose of this ordinance to provide for the amendment of the Multi-County Park Agreement so as to provide for the diminution of the boundaries of the Multi-County Park by the removal from it of land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

Section 2. Approval of amendment removing property from Multi-County Park Agreement.

The Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A (the “Amendment”), is authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Amendment is incorporated herein by reference as if the Amendment were set out in this ordinance in its entirety. The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Amendment. The Clerk to Council is authorized to attest the execution of the Amendment by the County officials. The Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Amendment.

Section 3. Conflicting provisions.

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

Section 4. 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 5. Effective date.

This ordinance is effective upon third reading.

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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Exhibit A to Ordinance No. 2016-1406

**Amendment to the Agreement for the Development of a Joint Industrial and Business Park
Lancaster County, South Carolina and Chester County, South Carolina
Dated December 5, 2005**

STATE OF SOUTH CAROLINA)	AMENDMENT TO THE AGREEMENT
)	FOR THE DEVELOPMENT OF A JOINT
COUNTY OF LANCASTER)	INDUSTRIAL AND BUSINESS PARK
COUNTY OF CHESTER)	(Lancaster and Chester Counties)

An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, was entered into by and between Lancaster County, South Carolina and Chester County, South Carolina (the "Park Agreement"). Section 3(A) of the Park Agreement provides that the boundaries of the park may be diminished upon approval by passage of an ordinance by the Councils of both Lancaster County and Chester County. By passage of Ordinance No. 2016-____, by the Lancaster County Council and by passage of Ordinance No. _____ by the Chester County Council, the two counties have approved the removal of property from the park as set forth in this amendment.

This **AMENDMENT** (the "Amendment") to the Park Agreement is made and entered into as of the _____ day of _____, 2016 (the "Effective Date"), by and between the **COUNTY OF LANCASTER, SOUTH CAROLINA** ("Lancaster County") and the **COUNTY OF CHESTER, SOUTH CAROLINA** ("Chester County"), both bodies politic and corporate, political subdivisions of the State of South Carolina. Collectively, Lancaster County and Chester County are referred to as the Parties.

In consideration of the mutual agreement and benefits contained in this Amendment and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, it is agreed by the Parties to this Amendment that:

Section 1. The Park Agreement is amended by removing from Exhibit A Lancaster County Properties the property identified in the original Park Agreement as the Wellman Tract (4.375 acres), the 521 Corporate Center, LLC Tract (25.00 acres, Tract 1, Book 2000, Page 581), and the Six Mile Meadow Investment Associates, LLC Tract (42.634 acres, Tract 2, Book 2000, Page 581). The properties removed by this Amendment include, but are not limited to, the following tax map parcels: 0005-00-103.08; 0005-00-103.04; 0005-00-103.01; 0005-00-103.02; 005-00-103.07; 0005-00-118.00; 0005-00-103.06; 0005-00-103.05; 0005-00-103.00; 0005-00-103.03; and 0005-00-109.00.

Section 2. Except as expressly amended by this Amendment, the Park Agreement shall remain in full force and effect in accordance with the terms thereof.

Section 3. If any section of this Amendment 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 Amendment which is not itself void or invalid.

Section 4. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE.

In witness whereof, the Parties have executed this Amendment effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

Attest:

Shane Stuart, County Supervisor
_____, 2016

, Clerk to Council

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council
_____, 2016

Attest:

Steve Harper, Secretary, County Council
_____, 2016

Debbie C. Hardin, Clerk to Council

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1407

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 JANUARY 11, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (PROJECT STREETCAR); 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, and Ordinance No. 2015-1381 enacted on January 11, 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, and Resolution No. 2016-01 enacted on January 6, 2016, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 with Exhibits Updated Through January 11, 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):

/F. Properties included pursuant to Lancaster County Ordinance No. 2016-____, enacted on _____, 201____, and Chesterfield County Resolution No. 2016-____, enacted on _____, 2016:

**PRIOR TO THIRD READING TO BE UPDATED WITH NEW TAX MAP NUMBERS
FOLLOWING PROCESSING OF RECOMBINATION PLAT**

521 Corporate Center

<u>Tax Map No.</u>	<u>Owner</u>
0005-00-103.00	521 Corporate Center LLC
0005-00-103.01	Lancaster Real Estate Group
0005-00-103.02	Lancaster County Water and Sewer District
0005-00-103.03	Indian Land Hotel Partners LLC
0005-00-103.04	Lancaster Real Estate Group
0005-00-103.05	Sharonview Federal Credit Union
0005-00-103.06	Lancaster Real Estate Group
0005-00-103.07	Lancaster Real Estate Group
0005-00-103.08	Lancaster Real Estate Group
0005-00-105.00	Lancaster Real Estate Group
0005-00-106.00	Lancaster Real Estate Group
0005-00-107.00	Lancaster Real Estate Group
0005-00-108.00	Lancaster Real Estate Group
0005-00-109.00	Well Associates LLC
0005-00-118.00	Lancaster Real Estate Group
0008-00-014.00	Lancaster Real Estate Group
0008-00-030.00	Lancaster Real Estate Group
0008-00-031.00	Lancaster Real Estate Group /

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, 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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Agenda Item Summary

Ordinance :

Resolution:

Contact Person / Sponsor: John Weaver

Department: County Attorney

Date Requested to be on Agenda: I&R Committee – July 12, 2016

County Council – August 8, 2016

Issues for Consideration: Whether or not it is appropriate for Council to consider enacting an ordinance to refund the Series 2006 Bonds and adopting a resolution approving the engagement of Stifel as the underwriter for the bonds to be issued pursuant to the ordinance.

Points to Consider: On March 2, 2006, Lancaster County issued is original principal amount \$20,000,000 Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006. The County Administrator and Finance Director have been informed that based on current market conditions the Series 2006 Bonds are a good candidate for refunding. In order to refund the bonds, it is necessary to adopt an ordinance authorizing the refunding bonds and a resolution engaging the services of an underwriter to market and purchase the bonds. If at the time of the pricing of the bonds, there is not sufficient interest rate savings to support issuing the refunding bonds, then the refunding bonds would not be issued.

On behalf of the County, Brian Nurick with Compass Municipal Associates, LLC, the County's Financial Advisor, conducted a request for qualifications process for underwriting services. As a result thereof, he and the County's Bond Counsel recommended to the County Administrator and Finance Director that Stifel be engaged to provide the necessary professional services. In order to accomplish same, Council would need to adopt the resolution.

Funding and Liability Factors: All professional fees will be contingent upon a successful refunding. Out-of-pocket expenses would be paid from the Bond issue or administrative expenses of the Sun City Improvement District.

Council Options: Approve or reject the Ordinance and Resolution

Recommendation: The County Attorney and the County Administrator recommend that the I&R Committee give favorable consideration to the Ordinance and Resolution.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION NO. 925-R2016

A RESOLUTION

WHEREAS, on March 2, 2006, Lancaster County, South Carolina (the "County") issued its \$20,000,000 Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the "2006 Bonds"); and

WHEREAS, County Council has been informed that due to current market conditions, the 2006 Bonds are a good candidate for refunding; and

WHEREAS, the County Administrator has been informed by the County's Financial Advisor and Bond Counsel that in order to refund the 2006 Bonds, it will be necessary to engage the services of an underwriting firm to market and purchase the refunding bonds to be issued by the County in order to refund all of a portion of the 2006 Bonds; and

WHEREAS, on behalf of the County, Brian Nurick with Compass Municipal Advisors, LLC, the County's Financial Advisor, conducted a request for qualifications process for underwriting services. As a result thereof, he and the County's Bond Counsel recommended to the County Administrator and Finance Director that Stifel be engaged to provide the necessary underwriting services.

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

1. The engagement of Stifel to provide underwriting services as described above is hereby approved.
2. The County Administrator is authorized to execute any and all documents to effectuate such engagement.
3. This Resolution takes effect upon its adoption.

Adopted this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1404

AN ORDINANCE

TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$16,500,000 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

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the Master Trust Indenture and Supplements thereto as defined herein. The term:

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

“Administrative Expenses” means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Second Supplemental Indenture including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, Assessor, Auditor and Treasurer (as such terms are defined in the Master Trust Indenture) and the County’s finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Master Trust Indenture).

“Assessment” means an assessment imposed under the Act.

“Bond Area” means the parcels identified in the Assessment Roll, which are and will be subject to the Assessment.

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

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, by and between the County and Municap, Inc., as dissemination agent, in connection with the Series 2016A Bonds.

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

“Council” means the Lancaster County Council.

“County” means Lancaster County, South Carolina.

“First Supplemental Indenture” means the First Supplemental Indenture dated as of March 1, 2006, between the County and the Trustee, and pursuant to which the Series 2006 Bonds were issued.

“Improvement District” means the Sun City Improvement District created by the Council under the Act pursuant to the Improvement District Ordinance.

“Improvement District Ordinance” means Ordinance No. 677 enacted by County Council on October 3, 2005, wherein the Improvement District was created and the Assessments are authorized to be imposed and collected, as may be amended from time to time.

“Improvement Plan” means the Sun City Improvement approved by the Council pursuant to the Improvement District Ordinance.

“Master Indenture” means the Master Trust Indenture dated as of March 1, 2006, as heretofore amended and supplemented by the First Supplemental Trust Indenture dated as of March 1, 2006, and the Second Supplemental Trust Indenture to be dated such date as may be determined by the County Administrator, each between the County and the Trustee.

“Second Supplemental Indenture” means the Second Supplemental Indenture to be dated as determined by the County Administrator between the County and the Trustee, and pursuant to which the Series 2016A Bonds will be issued.

“Series 2006 Bonds” means the \$20,000,000 original principal amount Lancaster County, South Carolina, Sun City Improvement District Assessment Revenue Bonds, Series 2006, which are presently outstanding in the principal amount of \$14,120,000.

“Series 2016A Bonds” means the not to exceed \$16,500,000 principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, to be issued to refund such portion of the outstanding Series 2006 Bonds and to be dated such date as may be determined by the County Administrator with advice from the County’s Bond Counsel and Financial Advisor.

“Underwriter” means Stifel, as underwriter for the Series 2016A Bonds.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

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

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

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the

county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) Pursuant to the Act, the County has heretofore issued the Series 2006 Bonds, and the County now desires to issue the Series 2016A Bonds for the purpose of (1) refunding such portion of the outstanding Series 2006 Bonds, as may be determined by the County Administrator (the "Refunded 2006 Bonds"), (2) funding a debt service reserve fund (if any) established for the Series 2016A Bonds, in such amount as may be determined by the County Administrator, and (3) paying certain costs of issuance related to the Series 2016A Bonds, including premiums for bond insurance policies or surety bonds, if any.

(f) In connection with the foregoing, it is proposed that the County issue the Series 2016A Bonds pursuant to the Second Supplemental Indenture and execute the Second Supplemental Indenture, such that the revenues generated from the imposition and collection of the Assessments will secure the payment of the Series 2016A Bonds and Administrative Expenses. The County will additionally assign its interest in certain funds created pursuant to the Second Supplemental Indenture to the Trustee for the benefit of the owners of the Series 2016A Bonds.

(g) There has been filed with the Clerk to Council a form of the Second Supplemental Indenture, Contract of Purchase, Preliminary Limited Offering Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the 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 Series 2016A Bonds.

Section 3. Approval of Transaction.

The Council does hereby approve (a) the issuance of the Series 2016A Bonds pursuant to the Second Supplemental Indenture, and the use of the proceeds of the issuance of the Series 2016A Bonds for the purposes described in Section 2(e) above; and (b) the pledge and application of the revenues generated from the imposition and collection of the Assessments and other funds created pursuant to the Second Supplemental Indenture for the benefit of the owners of the Series 2016 Bonds for payment of the Series 2016A Bonds and Administrative Expenses.

Section 4. Approval of Second Supplemental Indenture and Delegation of Authority.

The form, terms and provisions of the Second Supplemental Indenture, a copy of which is attached hereto as Exhibit A 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 Second Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of the Second 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 Second Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Second Supplemental Indenture

attached hereto as Exhibit A. Any amendments to the Second Supplemental Indenture shall be executed in the same manner.

Section 5. Continuation of Revenue Fund.

There is hereby continued an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected with respect to the Improvement District. All Assessments levied and collected shall be deposited into such enterprise fund and as such shall be disbursed according to the provisions of the Second Supplemental Indenture.

Section 6. Approval of Contract of Purchase and Delegation of Authority.

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

Section 7. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority.

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

Section 8. Approval of Continuing Disclosure Agreement and Delegation of Authority.

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

all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit D. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

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

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

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

(c) The only remedy for failure by the County to comply with the covenant of this Section 8 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the Second Supplemental Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2016A Bonds.

Section 9. Trustee, Registrar and Paying Agent.

The County hereby ~~consents to the continued appointment of Wells Fargo Bank, N.A., as delegates to the County Administrator the authority to designate the~~ Trustee, Registrar and Paying Agent under the terms and conditions provided in the Master Indenture and the Second Supplemental Indenture. ~~The County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Wells Fargo Bank, N.A. does not serve as Trustee under the Second Supplemental Indenture.~~

Section 10. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2016A Bonds issued, and the Holders of the Series 2006 Bonds reissued, as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

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

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

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

The County Administrator are hereby authorized to execute a Federal Tax Certificate. Pursuant to Ordinance No. 2015-1335 duly enacted by the Council on February 23, 2015, the County adopted Written Procedures related to Tax-Exempt Debt.

Section 11. 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 by the County and to execute the documents authorized herein or any other documents to effect the purposes of this ordinance.

Section 12. Retention of Professionals. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor, and AMTEC Tax-Exempt Compliance, as verification agent, in connection with the issuance of the Series 2016A Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

Section 12~~Section 13.~~ Severability.

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

Section 13~~14.~~ Controlling Provisions.

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

Section 14~~15.~~ Effective Date.

This ordinance is effective upon third reading.

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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:

Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	7/7/2016 11:55:21 AM
Comparison Time	3.08 seconds
compareDocs version	v4.2.0.25

Sources	
Original Document	[#1278354] [v1] Ordinance authorizing Sun City refunding bonds
Modified Document	[#1278354] [v2] Ordinance authorizing Sun City refunding bonds

Comparison Statistics	
Insertions	8
Deletions	5
Changes	10
Moves	0
TOTAL CHANGES	23

Word Rendering Set Markup Options	
Name	Standard
<u>Insertions</u>	
Deletions	
<u>Moves</u> / Moves	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Agenda Item Summary

Ordinance # / Resolution#:	Ordinance (Number to be Determined)
Contact Person / Sponsor:	Jeff Catoe/ Steve Willis
Department:	Public Services/ Admin
Date Requested to be on Agenda:	July Admin Committee July 18, 2016 Council Meeting

Issue for Consideration:

Adoption of Stormwater Utility ordinance

Points to Consider:

Most of the regulations will be in the new Unified Development Ordinance; however, the utility must be established by ordinance.

The meat of the ordinance is attached as information. It is not finalized as John Gast, our engineer, has been off for two weeks and is finalizing the impervious area data.

We will have this ordinance finalized by Monday's Council meeting.

The ordinance will establish the utility, set the boundaries of the MS4 area, enact the imposition of fees, and establish an appeals process.

Funding and Liability Factors:

The fee amount remains to be determined. The process is similar to the fire fees in that there is a residential fee and an ERU process for non-residential property. It differs for the ERU's in that for the fire it covers just the building but for MS4 it will cover the building and paved areas such as parking lots.

Council Options:

Approve or reject the ordinance. I would note that we are under a time constraint due to tax bills. The MS4 bill is billed on tax bills as we have no utility bill to include it on. A delay in the ordinance would mean we would not be able to meet the MS4 schedule as no funding would be available until next year.

Staff Recommendation:

Adoption of the ordinance.

Committee Recommendation:

To be determined.

8.15 – Stormwater management utility.

8.15.1 - Council findings.

The county council has made the following findings:

- (A) The management and regulation of storm water runoff and sediment is necessary to reduce pollution, siltation, sedimentation, local flooding and stream channel erosion, all of which impact adversely on land and water resources and the health, safety, property and welfare of the residents of the county;
- (B) The county maintains a system of storm water management facilities, including, but not limited to, inlets, conduits, manholes, outlets, ponds, and certain drainage easements;
- (C) The stormwater management facilities and components of the county need to be regularly maintained, rehabilitated, upgraded or improved, and additional storm water management facilities and measures need to be installed throughout the county;
- (D) The county needs to upgrade its capability to maintain existing and future storm water management facilities and measures;
- (E) All parcels of real property in the county, particularly those with improvements, both use or benefit from the storm water management system and program, and the improvement of existing facilities and construction of additional facilities in the system, will directly or indirectly benefit the owners of all real estate;
- (F) Continued growth in the county will contribute to the need for improvements in and maintenance and regulation of the storm water management system;
- (G) The county can best manage and regulate the control of storm water by a policy which regulates the use of real property, both private and public, and which takes reasoned, measured steps to involve the county in additional methods of participation and regulation;
- (H) Owners of real property should finance the storm water management system to the extent they and the persons they permit to utilize their property contribute to the need for the system, and fees or other charges therefore should bear a substantial relationship to the cost of the service; and
- (I) It is in the best interests of the citizens of this county and, most specifically, the owners of real property, that a storm water management utility and storm water management utility fee system be established by ordinance and implemented as part of the county's utility special revenue fund, by whatever name designated.

8.15.2 – Storm water management utility established; administration; powers and duties.

The county council hereby establishes a storm water management utility to carry out the purposes, functions and responsibilities set forth in this article. The governing body of the storm water management utility shall be the county council. The administrator shall administer the storm water management utility through the public works department or such other departments and divisions as the county administrator shall designate. The storm water management utility shall have the following powers and duties, which powers and duties are not necessarily exclusive to the storm water management utility:

- (A) Storm water management planning and preparation of comprehensive watershed master plans for storm water management.
- (B) Regular inspections and maintenance of public storm water management facilities and measures for the construction thereof, as well as regular inspections of private storm water management facilities.
- (C) Maintenance and improvements of storm water management facilities that have been accepted by the county for purposes of storm water management.

- (D) Plan review and inspection of sediment control and storm water management plans, measures and practices.
- (E) Retrofitting designated watersheds to reduce existing flooding problems or to improve water quality.
- (F) Acquisition of interests in land, including easements.
- (G) Design and construction of storm water management facilities and measures and acquisition of equipment.
- (H) Water quantity and water quality management, including monitoring surveillance.
- (I) Any and all powers and duties delegated or granted to it as a local government implementing agency under the laws and regulations of the state and the ordinances of the county.

8.15.3 - Boundaries and jurisdiction.

The boundaries and jurisdiction of the storm water management utility shall extend from SC Highway 5 North bounded by the Lancaster and York county line to the West and the South Carolina and North Carolina state line to the East to their point of intersection.

8.15.3.1 - Amount and classifications of fees.

(A) Criteria for establishing fees.

The county council hereby establishes the amount and classifications of fees to be implemented to help fund the storm water management utility and its programs and projects. In establishing such fees, the county council has considered, among other things, the following criteria:

- (1) The fee system must be reasonable and equitable so that users pay to the extent they contribute to the need for the storm water management utility, and so that fees or other charges bear a substantial relationship to the cost of service. The county council recognizes that these benefits, while substantial, in many cases cannot be measured directly.
- (2) The components of the calculations used to establish fees must include, but may not be limited to, the following cost factors, which may be associated with the resolution of storm water problems which the storm water management utility shall seek to alleviate:
 - (a) Storm water management planning and preparation of comprehensive watershed master plans for storm water management;
 - (b) Regular inspection and maintenance of public storm water management facilities and measures for the construction thereof, as well as regular inspections of private storm water management facilities;
 - (c) Maintenance and improvement of storm water management facilities that have been accepted by the county for purposes of storm water management;
 - (d) Plan review and inspection of sediment control and storm water management plans, measures and practices;
 - (e) Retrofitting designed watersheds to reduce existing flooding problems or to improve water quality;
 - (f) Acquisition of interests in land, including easements;
 - (g) Design and construction of storm water management facilities and measures and acquisition of equipment;
 - (h) Administration and enforcement;
 - (i) Water quantity and water quality management, including monitoring surveillance; and
 - (j) Debt service and financing costs.

- (3) The components of the calculations used to establish fees must be based on an equivalent residential unit (ERU), determined and approved by the county council, with reasonable general adjustments being made for, but not limited to, the following factors:
 - (a) Commercial, service and industrial land uses other than single-family residential;
 - (b) Open and/or forested land;
 - (c) (d) The amount of site that is impervious; and
 - (e) Other generally accepted factors relevant to such calculations based upon the provisions of this article.
- (4) The practical difficulties and limitations related to establishing, calculating and administering such fees should be addressed with due regard for fairness, efficiency, ease of comprehension, and ease of administration.
- (B) Fee structure. Storm water management utility fees shall be fixed from time to time by the county council and are set forth in the fee schedule in the MSSD of the UDO. Fee categories are as follows:
 - (1) Developed residential property
 - (2) Undeveloped residential property.
 - (3) Developed commercial/industrial property.
 - (4) Undeveloped commercial/industrial property.

8.15.4 - Determination of amount of impervious area.

The administrator or designee will determine the amount of impervious area on each developed commercial/industrial property. A determination will be made using information derived from digital and other photographic data, as maintained by the administrator or designee, commonly designated as Geographic Information System (GIS) Data, and such additional information, if available, as may reliably supplement such data. Upon written request, an owner, or lawful occupant obligated to the owner for payment of the fee, shall be provided a written determination of the amount of impervious area for which a fee has been established.

- (A) Collection of fees.
 - (1) Taxable property. The administrator or his designee shall prepare and forward all information necessary to the county tax collector or his designee for the purpose of an annual billing of the storm water management utility fee. Notice of the fee shall be included on the property owner's notice of ad valorem real property taxes, and the fee shall be due and payable simultaneously with the taxes. By resolution, the county council may authorize the county administrator to implement other reliable means of billing.
 - (2) Nontaxable property. The county council recognizes that nontaxable as well as taxable properties generate storm water runoff and benefit from the storm water management system and that the principle of fairness dictates that such properties be charged. The administrator or his designee shall make arrangements for billing for nontaxable property in the same manner as taxable property. By resolution, the county council may authorize the county administrator to implement other reliable means of billing.
 - (3) Date of imposition of fee for developed properties. Developed properties shall become subject to the imposition of the storm water management utility fee at the billing cycle following final approval of site development by the county.
- (B) Use of revenue; investment of funds; borrowing. Funds generated for the storm water management utility from fees, bond issues, other borrowing and other sources shall be utilized only for those purposes for which the storm water management utility has been established,

including, but not limited to, regulation, planning, acquisition of interests in land, including easements, design and construction of facilities, maintenance of the storm water management system, billing and administration, and water quantity and water quality management, including monitoring, surveillance, private maintenance inspection, construction inspection and other activities which are reasonably required. Such funds shall be invested and reinvested pursuant to the same procedures and practices established by the county for investment and reinvestment of funds. The county council may use any form of borrowing authorized by law to fund capital acquisitions or expenditures for the storm water management utility. The county council, in its discretion and pursuant to standard budgetary procedures, may supplement such funds with amounts from the general fund.

(C) Requests for reconsideration; appeals.

(1) Request for reconsideration.

- (a) A property owner of record, or a lawful occupant obligated to the owner for payment of the fee, may request a reconsideration of any determination or interpretation by the administrator or designee in the operation of the storm water management utility. Such request must be in writing and filed with the administrator or designee, or such other person as the county administrator may designate, within 30 days of receipt of notification of the determination or interpretation.
- (b) The county shall review the application and make a decision on the request within 30 days of receipt of the request.
- (c) The request shall be made upon such forms and be accompanied by such information as the county, by written policy, shall require.

(2) Appeals.

- (a) Persons who are authorized to make a request and who are aggrieved by a decision of the county under subsection 8.15.4(C)(1) shall have the right to appeal to the county administrator, or such person, committee or board as he may establish for such purpose.
 - (b) The appeal shall be in writing and shall set forth, in detail, the grounds upon which relief is sought. The person designated to review such appeal shall provide a hearing on the appeal within 30 days of filing and render a decision within 60 days of filing.
 - (c) The person designated to review such appeal shall have full authority to affirm, modify or reverse a decision being reviewed upon determining whether the decision was made in compliance with the standards, policies and criteria of this division.
- (3) Payment of fee required. No provision of this division allowing for a request for reconsideration or for an administrative appeal shall be deemed to suspend the due date of the fee with payment in full. Any adjustment in the fee for the person pursuing a request for reconsideration or appeal shall be made by refund of the amount due.

Agenda Item Summary

Ordinance # / Resolution#:	Resolution Number To Be Determined
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	July Admin Committee Tentative August Council Meeting

Issue for Consideration:

Allowing for one of the Economic Development vehicles to be unmarked.

Points to Consider:

This department will have two vehicles. The one utilized for Existing Business Retention/ Expansion would be marked. We propose to have the one used for the Director to be unmarked.

Often the Director will be escorting clients to various sites. In almost all cases confidentiality is a key concern for these clients.

We would also utilize a non-white color for this vehicle.

An amendment to the current Vehicle Use Policy would be needed and is proposed.

FOLLOW-UP INFORMATION:

I spoke with Jamie and he confirmed an unmarked vehicle is preferable. He did note that a 4 wheel drive would be needed for showing unimproved sites. Given the available color choices on state contract he preferred a white vehicle.

Funding and Liability Factors:

N/A

Council Options:

Accept or reject the Resolution

Staff Recommendation:

Approve the Resolution.

Committee Recommendation:

To be determined.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION # 0927-R2016

**A RESOLUTION AMENDING THE MOTOR VEHICLE USE AND
OPERATION POLICY – AS ADOPTED BY RESOLUTION 562 AND
AMENDED BY RESOLUTIONS 705, 792, AND 0862-R2015**

WHEREAS, Lancaster County Council desires to amend the Motor Vehicle Use policy to allow for one unmarked vehicle use for economic development purposes;

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that the “County Vehicles To Be Marked” section of the Vehicle Use and Operation Policy is amended as attached hereto and included herein by reference.

AND IT IS SO RESOLVED this ____ day of ____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to County Council

Motor Vehicle Use and Operations

County Vehicles To Be Marked

All county vehicles, with the exception of unmarked law enforcement vehicles and one each tax enforcement vehicle and economic development vehicle, will be clearly marked as such. The vehicle shall have the county seal or similar markings affixed to the side of the vehicle to clearly identify it as a Lancaster County vehicle. The vehicle number, or similar vehicle identifier, will be clearly affixed to both sides of the vehicle and rear of the vehicle if feasible. With the exception of unmarked law enforcement vehicles, all county vehicles will display the permanent "CG" state license plate.

No bumper stickers, window decals, or the like shall be affixed to a County vehicle without the appropriate department head's approval.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Veronica C. Thompson, County CFO

Department: Finance

Date Requested to be on Agenda: Admin Committee 7/14/16

Issue for Consideration:

Improving the presentation method of the Monthly Finance Report by including the report as a miscellaneous report on Council's agenda. A detailed discussion is proposed to be held quarterly at the Admin Committee for better accountability.

Points to Consider:

The Monthly Finance reports are currently presented to Council as a discussion item on the agenda. Since Council has implemented Committees and is improving processes, it is recommended that a detailed discussion occur at the Admin Committees on a quarterly basis. The monthly reports would be included in full Council's agenda packets for information only. This does not preclude full Council from inquiring about the County's financial position.

Benefits of discussion at Admin Committee: better accountability, allows members to be fully engaged, demonstrates to the taxpayers stewardship, improved controls, and the ability to focus on a wider range of issues.

The monthly reports will continue to be posted on the website for transparency to the citizens and municipal market.

Quarterly Discussion/Reports- October, January, April, July

Funding and Liability Factors:

Funding will not be affected.

Council Options:

Maintain reporting the financial & budgetary results as usual or change methods which allow better accountability to the Admin Committee while keeping full Council informed.

Recommendation:

Proceed with improving the financial & budgetary reporting methods to Council.

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Darren Player

Department: 141 Fire Commission

Date Requested to be on Agenda: July 12th Public Safety Committee; July 14th Administration Committee

Issue for Consideration: McDonald Green Fire Department submitted an Assistance to Firefighters Grant application as a regional grant covering itself, Bell Town FD and Gooch's FD for the purchase of 800 MHz radios consistent with the purchases to be made by Lancaster County in the new Radio System Project. The 1199A financial information form has attached to the grant application signifying its probable award. This issue for consideration is to request the committee grant a recommendation the 5% match be paid by Lancaster County once the grant is awarded, accepted and completed. This grant is in keeping with the Fire Commission's plan and was approved for the match if awarded. (See attached application budget description)

Rich Hill Fire Department submitted an Assistance to Firefighters Grant application for the purchase of a breathing air compressor system. This request is within the plans of the Fire Commission and approval was granted by that body and a recommendation the 5% match would be paid by the County. Rich Hill FD has a rescue truck with a breathing air cascade system mounted within it already. (See attached application budget description)

Points to Consider: Both Fire Departments are requesting Lancaster County fund the 5% match that would be required as part of this grant award acceptance. McDonald Green's grant will assist in purchasing radios for three fire departments as part of the county's overall plan to move to 800 MHz radios. The radios to be purchased fit within the plan laid by the Fire Commission as this new system comes on line. Radios purchased on this grant will free up funds in the larger project to purchase radios for which grant funds have not been procured.

Rich Hill's grant will allow for another breathing air resource on the eastern side of the county. A rescue truck outfitted with a mobile cascade breathing air system is already in place in the station. It currently has to travel to another station and taken out of service to refill the cascade system. With the in-house breathing air compressor, the truck will be attached by fill hose until deployed and will not have to be left at another station for filling of breathing air.

Funding and Liability Factors: McDonald Green's grant application is for a total of \$116,005.00 with a Federal share of \$110,481.00 and a local 5% match requirement of \$5,524.00.

Rich Hill's grant application is for a total of \$24,996.00 with a Federal share of \$23,806.00 and local 5% match requirement of \$1,190.00.

Total County dollars requested, should both grants be awarded, would be \$6,714.00.

Council Options: The Council may choose to cover the 5% match or to not provide the match.

Recommendation: Staff recommends both these grants be placed into Council's grant match approved category. Both grants will provide needed assets to the County's Fire Rescue service.

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application you will need to submit separate applications..

Program Name

Operations and Safety

2. Will this grant benefit more than one organization?

Yes

If you answered "Yes" to Question 2, please explain how this request benefits other organizations below:

This project will allow us the capability to expand SCBA training not just for our department but also for the surrounding 5 departments for which it is our mission to supply breathing air for. It will also allow us to refill our mobile system at our station without have to work through the logistics of other departments and personnel. Our department, more specifically, our squad truck has the mission of providing clean breathing air for onsite SCBA cylinder filling in southern Lancaster County.

Additionally, for those stations around us that must travel to refill their individual cylinders, we will be a closer option for them. This will cut down on the time they spend out of their district, the distance they have to travel to refill their cylinders and the less time their equipment will be out of service and out of their district.

3. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

<p>*4. Are you requesting a Micro Grant? A Micro Grant is limited to \$25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.</p>	Yes
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Request Details

The activities for program Operations and Safety are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	1	\$ 22,820	\$ 2,176
Personal Protective Equipment	0	\$ 0	\$ 0
Training	0	\$ 0	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0

Grant-writing fee associated with the preparation of this request. \$0

Equipment**Equipment Details**

1. What equipment will your organization purchase with this grant? Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA

* Please provide a detailed description of the item selected above. 4
stage 10 HP. 13 SCFM 6000 PSIG
NFPA 1989 Compliant Breathing Air
Compressor System with 50 Ft. High

Pressure Fill Hose on a Reel for
connection to fill mobile cascade system.

2. Number of units: (whole number only)

1

3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)

\$ 22820

4. Generally the equipment purchased under this grant program will:

Buy equipment for the first time (never owned before)

5. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc?

No

In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

6. Is your department trained in the proper use of the equipment being requested?

No

7. Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested in the Equipment Additional Funding section). (Under the Action column select Update Additional Funding)

No

8. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

Firefighting Equipment - Additional Funding (optional unless you're applying for Training funds)

Budget Object Class Definitions

Additional Funding		
a. Personnel	Help	\$ 0
b. Fringe Benefits	Help	\$ 0
c. Travel	Help	\$ 0
d. Equipment	Help	\$ 0
e. Supplies	Help	\$ 0
f. Contractual	Help	\$ 0
g. Construction	Help	\$ 0
h. Other	Help	\$ 350
i. Indirect Charges	Help	\$ 0
j. State Taxes	Help	\$ 1826

Explanation

Line h. Is the estimated shipping cost of \$350.

Line j. Is South Carolina and Local Sales Tax Rate of 8%. Total tax is \$1,826.00

Firefighting Equipment - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters

We are requesting funding to support the purchase and installation of a 4-stage high pressure breathing air compressor and truck fill hose connection reel. We conducted an annual needs assessment where we look at our daily operations over the previous year and potential needs and/or requirements to determine our greatest needs. This review also included reoccurring expenses, inefficiencies, and shortfalls in our abilities to perform expected or required services. After analyzing all aspects of our operations we have determined that our greatest need is the ability to refill the mobile mounted cascade system on our squad truck.

In our review we determined that on average, when our mobile cascade system was used either on a call or for filling cylinders during training, the system sat 15 days before being refilled. Over 100 days during the previous year the mobile fill system sat at or below 50% of its fill capacity while waiting to be filled. The refilling process involves scheduling use of a compressor with authorized persons from another station. The refilling process requires a member of our department as well as a member of another department to dedicate at least two hours to refilling our system. Our apparatus, which also carries our rescue equipment, must leave our district to complete the filling process.

Prior to having the mobile cascade system we limited our training with air packs to the number of spare cylinders we had and still had to arrange for someone to meet with us at another department to refill them. Now, with the mobile cascade we can refill the individual cylinders ourselves but that limits the available capacity of the mobile system. The purpose of the mobile system is to be available to 5 departments in southern Lancaster County to provide SCBA cylinder refills on site of structure fires or hazardous material incidents. So when we deplete the supply, the mobile system and apparatus it's on can't fulfill its intended mission. Due to the previously mentioned scheduling issues, this can mean this valuable resource isn't ready for service as much as a third of the time. To combat this problem we have once again limited live air pack training unless refilling is already scheduled.

Live SCBA training is essential to firefighter safety. Understanding the operation of the SCBA through actual practice of skills such as reading the pressure gage, practicing effective air management, and disentanglement must be practiced and actions such as activating the PASS device or operating the by-pass must be practiced until muscle memory takes over. Then there is communications while "on air" that must be practiced. All of this requires air and lots of it. Funding of this project will allow us the capability to expand SCBA training not just for our department but also for the surrounding 5 departments for which it is our mission to supply breathing air for. It will also allow us to refill our mobile system at our station without have to work through the logistics of other departments and personnel. It will save time for our members and allow us to keep our apparatus in a constant state of readiness.

Our limited budget of \$20,200.00 a year out of which we spend an average of \$6,650 on utilities and \$8,000 for equipment purchases and repair. The remainder of our funds is spent on other operational expenses. We requested two quotes on this project and the lower of the two was \$24,996.00. We simply cannot afford to fund this project on our own. The mobile cascade was provided to a now defunct neighboring department through a onetime state funded V-Safe grant for the purpose of serving southern Lancaster County. We inherited the truck, mobile cascade system, over 10 sq. miles of their former district and the mission to provide mobile SCBA filling. We respectfully request, as you consider this application, to think of the efficiency and advantages this project affords to our department as well as those we will serve.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *4000 characters

Clean breathing air is essential to the health and safety of firefighters while operating in IDLH atmospheres such as those found in or near structure fires or hazardous material spills. Our department, more specifically, our squad truck has the mission of providing clean breathing air for onsite SCBA cylinder filling in southern Lancaster County. The truck also carries our complement of extrication and rescue tools.

If awarded, we will be able to keep all of our SCBA cylinders full and ready for service. We will be able to keep the mobile cascade system full of clean breathing air and ready to go when it is needed by any of our automatic or mutual aid departments. We will also be able to refill the system immediately upon its return to our station negating the hours and hassle placed on our volunteers to get it filled now. If this request is funded, the days of our squad sitting with the cascade system only partially filled would be gone. Waiting on an officer of another department 20 minutes away to fill our cascade system would also be a thing of the past. As an added bonus, our extrication and rescue tools won't be 20 minutes away every time our cascade system is being filled.

We along with our mutual partners will be able to train using SCBA without worry or concern about how many cylinders we have left full on the engine or how we will work the logistics of getting the empty cylinders to a department with a compressor to fill them. This unfettered ability to train with SCBA will allow for more training evolutions and increased time on air which in turn can increase the firefighter's individual skill and understanding of his or her limitations while wearing an SCBA. More time on air builds firefighter confidence and SCBA proficiency. Better trained firefighters that understand their equipment, its attributes, advantages and limitations as well as their own limitations when wearing the SCBA make safer firefighters. If neighboring departments wish to conduct training with SCBA and not request our mobile filling capability in favor of bringing individual cylinders to us to fill we will gladly accommodate them.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

This funding is needed in order to guarantee our department's ability to respond and fill the request of our mutual and automatic aid departments for mobile air supply as well as our own needs for on scene air supply. If awarded, we will be able to maintain a complement of full SCBA cylinders on our engines and squad truck as well as a full mobile air supply and ready for deployment to any location as needed. This funding will afford us capability to support higher levels of life safety through expanded SCBA training and by providing a readily available supply of breathing air to those in need.

If awarded, we will be able to train with SCBA without having to limit evolutions so that we can be sure we "save" cylinders to go back on the engine. We will be able to assist other departments with training air supply needs without having to schedule cascade refills with someone else. Have our own compressor will allow for more efficient operations, better time management for our valued volunteers, and should the occasion arise where we use all of our air supply on a particular scene, we will be able to go to our own station for refill and quicker turnaround. Additionally, for those stations around us that must travel to refill their individual cylinders, we will be a closer option for them. This will cut down on the time they spend out of their district, the distance they have to travel to refill their cylinders and the less time their equipment will be out of service and out of their district.

We understand that with this project comes annual maintenance and regular air quality testing to insure proper operation and safety of the breathing air produced. We have obtained estimates that these services will add approximately \$800 per year to our annual budget with an additional biannual service of another \$800. We feel this is acceptable and affordable, and if awarded, a small price to pay for the benefits offered. As we are finishing the outfitting our second engine with required ISO equipment, the funds currently being used for that project can be used to cover the new expenses and will not cause excessive hardship. We will receive training on the operation of the unit from the vendor and the acceptance of a contract to purchase will be contingent on a written statement from the vendor to include at least one complete training session on the equipment's operation.

If funding is provided, our daily operations will improve dramatically for many years to come. Having a ready and reliable source of clean breathing air to refill our cylinders will make a real difference in our operations. We suspect we would use this equipment after every structure fire and depending on what tools are used (air tools or air bags) after most rescues. We also suspect this project, if approved will have a positive impact on those stations we support with mobile air supply.

Thank you for time and consideration.

BudgetBudget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 22,820
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 350
i. Indirect Charges	\$ 0
j. State Taxes	\$ 1,826

Federal and Applicant Share

Federal Share	\$ 23,806
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Applicant Share	\$ 1,190
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Applicant Share of Award (%)	5
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* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 1,190)

a. Applicant	\$ 1,190
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget	\$ 24,996
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In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

7. Is your department trained in the proper use of the equipment being requested? Yes

8. Are you requesting funding for training? (Funding for requested training should be requested in the Regional Equipment - Additional Funding section). No

9. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? Yes

Equipment

Equipment Details

1. What equipment will your organization purchase with this grant? Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)

* Please provide a detailed description of the item selected above. P25 Phase 2 portable radio with simplified controls, and IP67 and MIL-STD certified to withstand dust, heat, shock, drops and water immersion. With man down button, 3 Watt rated RF output power. 800 MHz.

2. Number of units: (whole number only) 26

3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.) \$ 2400

4. Generally the equipment purchased under this grant program will: 9

Replace obsolete or damaged equipment that can no longer meet the applicable standards

If you selected "Replace obsolete or damaged equipment" (from Q4) above, please specify the age of equipment in years. 17

5. Per the Notice of Funding Opportunity Announcement (NOFO), do you have a memorandum of understanding (MOU) in place that cover the use of the equipment? Yes

6. Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? Yes

In your Narrative Statement, please explain how this equipment will bring the organization into voluntary compliance.

7. Is your department trained in the proper use of the equipment being requested? Yes

8. Are you requesting funding for training? (Funding for requested training should be requested in the Regional Equipment - Additional Funding section). No

9. If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? Yes

Regional Equipment - Additional Funding (optional unless you're applying for Training funds)**Budget Object Class Definitions****Additional Funding**

a. Personnel	Help	\$ 0
b. Fringe Benefits	Help	\$ 0
c. Travel	Help	\$ 0
d. Equipment	Help	\$ 484
e. Supplies	Help	\$ 0
f. Contractual	Help	\$ 4366
g. Construction	Help	\$ 0
h. Other	Help	\$ 2145
i. Indirect Charges	Help	\$ 0
j. State Taxes	Help	\$ 8110

Explanation

In addition to installation charges for each of the 11 mobile radios there is a charge of \$44 for antenna wire and power wire for each installation. In the "d. Equipment" category we listed the necessary wiring for installation of the 11 radios which is \$484.00.

In the "f. Contractual" category we includes the cost of activation for each of the 37 radios at \$10 each and the usage fee of \$18 for each radio for the first six months. The total for activations is \$370.00 and the first six months of service on the 800 MHz system is \$3,996.00 for a total in this category of \$4,366.00.

In the "h. Other" category we listed the installation cost of \$195 for each of the 11 mobile radios totaling \$2,145.00.

Finally in the "j. State Taxes" category, we listed the taxes based on the local state rate of 8%. For the materials used in the installations this will come to \$38.72. Taxes on the 37 radios (\$100,900.00 x 8%) come to \$8,072.00. Total taxes come to \$8,110.00.

Regional Equipment - Narrative

* Section # 1 Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. *4000 characters:

We are requesting funding to replace our aging VHF radios that do not conform to the recommendations of South Carolina's State Interoperability Communications Plan with 800 MHz radios. We request funding to replace 16 mobile radios, one for each apparatus and 36 portables, one for each seated position. The requested radios are all P25 compliant. The breakdown of how these radios will be distributed are as follows: Bell Town Fire Department (FDID 29202) (EIN 57-0634077) 3 apparatus (3 mobile radios) 6 seated positions (6 portable radios), McDonald Green Fire Department (FDID 29213) (EIN 31-1769564) 3 Apparatus (3 mobile radios) and 6

seated positions (6 portable radios),

Gooches Cross Roads Fire Department (FDID 29208) (EIN 01-0952229) 5 apparatus (5 mobile radios) and 14 seated positions (14 portable radios).

Total of 11 mobile radios at \$3,500 each (\$38,500.00) and 26 portable radios at \$2,400 each (\$62,400.00).

We are also requesting additional funding for installation or the mobile radios, activation and initial service fees, as well as applicable taxes which is an additional \$15,105.00. The total requested amount to cover all associated costs and place the radios in service is \$116,005.00.

We have conferred with our county Emergency Management Office, Fire Rescue Administration, and Public Safety Communications, reviewed documents including our state's Interoperability Plan, and discussed at length our needs with the county's radio communications experts to determine what exactly we need to swap from VHF to 800 MHz. Our county is moving to 800 MHz in January 2017. The system is currently under construction and the VHF system we currently use will no longer be serviced. The county communication project, while directly effecting emergency services is independent of Fire Rescue, EMS and the Sheriff's Office. Equipment acquisition, including communications equipment is the responsibility of the individual agencies; in our case volunteer fire departments.

We are requesting funding to purchase (26) ruggedized, simplified, 3 watt portable radios that are P25 compliant and operate on 800 MHz. and include programming, activation and subscription service on the states Pal800 system. We are also requesting (11) 35 watt mobile radios equipped with 7 watt speakers and installation, programming, activation and subscription service on the states Pal800 system.

We decided to come together and apply as a region since all four stations regularly train together, respond together and in a sense live in the same community. We share and operate under the same SOGs and preplans including map plans to the roads in each other districts. Collective we serve the south end of our county and as such we decided it only made sense to come together as a region and apply for this funding.

* Section # 2 Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. *4000 characters

Our regional project is to equip our apparatus and personnel with communications equipment necessary for safe, effective and efficient operations. There has been discussion of purchasing a couple of radios for the officers to use on calls but we are volunteer fire departments and a couple of officers with the radios may be at work or out of town. What would happen if firefighters need to call for assistance or worse yet needs to call a mayday and no radio is available? A local politician suggests we use cell phones, but have you ever used a cell phone in a structure fire? Nobody has the answers to how we will afford this other than to tell us "you will figure it out."

Our county is moving away from VHF and will suspend its use completely, swapping all communications over to 800 MHz. We are asking for funding to have an 800 MHz radio installed in each apparatus we have and provide one portable radio for each seated position in each apparatus. This way we can at least ensure the Incident Commander on each scene and each crew will have at least one member or more with an 800 MHz and can communicate with one another.

Our departments operate on the financial edge most of the time. We don't have substantial cushions, safety nets or rainy days funds beyond a thousand dollars or so. Some members of our regional request only have a few hundred dollars put back. We rely on nominal funding from the county to keep the wheels turning so to speak. But equipment purchases beyond \$7,000.00 are totally our responsibility, as is construction, maintenance, etc. Essentially we are all in the same boat financially. We rely on fund raisers and donations to operate. This expense is so great we can't imagine how else to fund it other than through some special outside funding such as this grant opportunity. We can't use our donations because we need them for daily operations. Special fund raisers typically don't bring in the kind of funds we need and our community already gives so much it's hard to keep going back to them saying we need more. We come from a rural community where our fundraisers are as much social gatherings as they are fundraisers. Our community members are mostly blue-collar workers that are trying to support their families, their churches and their volunteer fire departments.

Each department that is a member of this request is looking at an average expense of over \$24,900.00; which is more than their annual budgets. Keeping in mind most of the items in their budgets are not discretionary. It's hard to spend extra when there is no extra to spend.

How will this benefit us and our community? We will benefit from the safety and ability to quickly respond to our communities' emergencies by using radios to communicate needs, directions, orders, calls for assistance, etc. Is it cost effective? The comparison between not spending the money and spending the money is the

same as comparing our communications system working and not. Occasionally our VHF system goes down. When it does we work around it by using what we have; cell phones. It's very surreal driving an engine with lights and sirens going, rushing to a call after only a phone call. It actually stressful, not hearing any radio traffic; no updates, not knowing if anyone is on scene or not and if more assets are needed. Equally, it is odd and not very safe to be running emergency traffic and dialing a cell phone. Without some sort of funding miracle, that's where we are headed. Is funding this project cost effective and will our firefighters and community see real benefits, absolutely.

* Section # 3 Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? *4000 characters

Over the last couple of decades, communications came to the forefront as being a necessity for firefighter safety especially for those working in an IDLH atmosphere. We have worked, including into our daily operations, to integrate communications in everything we do, from directing traffic to calling a Mayday for a downed or trapped firefighter. We are requesting this funding so we don't regress and lose the advances we have made in communications and firefighter safety.

Another important aspect of our request is interoperable communications with everyone else, and by everyone else I mean our mutual and automatic aid stations, law enforcement, EMS, and dispatch. We take for granted that at the keying of a microphone, we can call for another department's assistance, call for EMS, call for law enforcement, or order roads shut down. Unfortunately, without outside assistance we are going to lose that ability. We felt good about our radio situation. Every active firefighter had a radio and pager. We train on calling a May-Day, Rapid Intervention Teams, and push Incident Commanders to check Personal Accountability Reports via radio at regular intervals and our Dispatch checks with our Incident Commanders at regular intervals to ensure everything is ok on scene. We have embraced communications as essential to fire and rescue operations and the safety of all firefighters on the fire ground, especially those performing interior operations. We are facing the communications cornerstone of our operations going away in the name of progress because we simply can't afford to keep up.

All of our written operating procedures and written operational guidelines are intertwined with communications and the expectation that all members will be equipped with portable radios and all apparatus will be equipped with mobile radios. This is also true with written operations plans with our automatic and mutual aid departments. Without this funding our entire way of operations will have to change. Firefighter safety will be compromised and command's ability to communicate orders and receive information will be compromised as well. We must have communications with one another on incident scenes, as well as with dispatch especially, in our system. For us, the incident commander is the first trained person on scene. That could be almost anyone. Incoming units depend on updates and request for various apparatus which may differ from standard response protocol. Sometimes this change is directly related to injured or entrapped citizens or specialized equipment not part of a normal response.

Without this funding for these communications assets, our ability to protect our citizens with safe, efficient service will be severely impacted. We will have to change and adapt all of our standing protocols and retrain our firefighters on fireground communications because without money to make this purchase, 800 MHz radios capable of reaching dispatch or other responding departments will not be at their disposal.

South Carolina Statewide 800 MHz Radio and Mobile Data System is a cost-shared public/private partnership between state government, local governments, power utilities and Motorola, Inc. The user fee for the system is \$18 per month per radio. The fee for the radios we are requesting for six months is \$3,996.00. As the county expands its system we will transition to it which will have no associated fees and we will have no need to pay Palmetto 800 fees again.

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0

d. Equipment	\$ 101,384
e. Supplies	\$ 0
f. Contractual	\$ 4,366
g. Construction	\$ 0
h. Other	\$ 2,145
i. Indirect Charges	\$ 0
j. State Taxes	\$ 8,110

Federal and Applicant Share

Federal Share	\$ 110,481
Applicant Share	\$ 5,524
Applicant Share of Award (%)	5

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 5,524)

a. Applicant	\$ 5,524
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

Total Budget **\$ 116,005**