

Lancaster County Council Regular Meeting Agenda

Monday, November 28, 2016

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

1. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Larry McCullough**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special presentations**
 1. Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation – *Sheriff Faile – pg. 6*
 2. Presentation of Employee of the Quarter – Mr. Gill Whaley – *pg. 7*
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Presentation of Lancaster County Audit/ Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2015-2016**

Mauldin & Jenkins LLC – Governmental Practice and Veronica Thompson, CFO, Financial Management Director
8. **Consent Agenda**
 - a. **Minutes of the following meetings: pgs. 8-19**
 - *November 14, 2016*
9. **Non-Consent Agenda**
 - a. **3rd Reading of Ordinance 2015-1369 – Avondale PDD**

Ordinance Title: An Ordinance to establish the Avondale mixed use Planned Development District (PDD-27); to approve the Master Plan for the Development of the PDD-27 property; to provide the regulations that would apply to the Development of the PDD-27 property; and to provide for other matters related thereto. *Passed 4-2 at the October 24, 2016 Council meeting. Bob Bundy and Jack Estridge opposed. John Weaver – pgs. 20-42*

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

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC and the County of Lancaster relating to the Avondale Development; to authorize certain County Officials to execute and deliver the Development Agreement. *Passed 4-2 at the October 24, 2016 Council meeting. Bob Bundy and Jack Estridge opposed. John Weaver – pgs. 43-73*

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

Ordinance Title: An Ordinance to authorize the execution and delivery of a Special Source Revenue Credit Agreement by and between Lancaster County and Central Wire, Inc., providing for Special Source Revenue Credits; to express the Intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. *Passed 6-0 at the November 14, 2016 Council meeting. John Weaver – pgs. 74-95*

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

Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (Central Wire, Inc.); and to provide for other matters related thereto. *Passed 6-0 at the November 14, 2016 Council meeting. John Weaver – pgs. 96-99*

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

Ordinance Title: An Ordinance to amend Ordinance No. 2016-1398, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the Fiscal year beginning July 1, 2016 and ending June 30, 2017 (FY 2016-2017) to further provide for revenues and expenditures during the fiscal year; and to provide for matters related thereto. *Passed 6-0 at the November 14, 2016 Council meeting. Kimberly Hill, pgs. 100-102*

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

Ordinance Title: An Ordinance to amend Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County), relating to zoning and land development regulations, so as to rewrite, update and further provide for the regulations governing land use in Lancaster county; to approve and adopt the Lancaster County Official Zoning Map; to repeal the Lancaster county airport safety height ordinance; to repeal the flood damage prevention ordinance of Lancaster County, South Carolina; to repeal the Lancaster County Mobile Homes and Modular Homes Ordinance; to repeal certain provisions in Chapter 26 of the Lancaster County Code, all relating to roads, bridges and public ways. *Passed 5-1 as amended at the November 14, 2016 Council meeting. Jack Estridge opposed.*

(The proposed UDO is provided under separate cover. A copy can be found on the website/ www.mylancastersc.org or with the Clerk to Council) Penelope Karagounis – pgs. 103-108

- g. **2nd Reading of Ordinance 2016-1423 – amendment relating to the policy for capitalization of fixed assets**
Ordinance Title: An Ordinance to amend Ordinance Number 1075 which established County Code Section 2-229, relating to the policy for capitalization of fixed assets, to further provide for a capitalization threshold for the capital improvement plan; and to provide for matters related thereto. *Passed 6-0 at the November 14, 2016 Council meeting. Steve Willis – pgs. 109-112*
- h. **2nd Reading of Ordinance 2016-1424 – GO Bond 2017a regarding Brookchase**
Ordinance Title: An Ordinance authorizing the issuance and sale of a General Obligation Bond, Series 2017a, or such other appropriate series designation (Brookchase Special Tax District), of Lancaster County, South Carolina, in the principal amount of not exceeding \$675,000; fixing the form and details of the bond; authorizing the county to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto. *Passed 6-0 at the November 14, 2016 Council meeting. John Weaver – pgs. 113-126*
- i. **2nd Reading of Ordinance 2016-1425 Economic Development Organizational Structure**
Ordinance Title: An Ordinance to establish an organizational structure for the Lancaster County Department of Economic Development and to set forth the duties and responsibilities of those persons and organizations associated therewith. *Passed 6-0, as amended, at the November 14, 2016 Council meeting. John Weaver – pgs. 127-129*
- j. **2nd Reading of Ordinance 2016-1426 – amendment to PCI Group FILOT agreement**
Ordinance Title: An Ordinance authorizing the execution and delivery of an amendment to the Fee In Lieu of Taxes and incentive agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; the execution and delivery of an amendment to lease agreement between Lancaster County, PCI Group, and LTRR Realty, LLC; and other matters relating thereto. *Passed 4-2 at the November 14, 2016 Council meeting Jack Estridge and Larry Mccullough opposed. John Weaver – pgs. 130-146*
- k. **2nd Reading of Ordinance 2016-1427 – PCI Multi-County Park agreement**
Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (LTRR Realty, LLC); and to provide for other matters related thereto. *Passed 5-1 at the November 14, 2016 Council meeting Larry Mccullough opposed. John Weaver – pgs. 147-149*

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

Ordinance Title: An Ordinance to approve the sale of twenty one (21) acres of land to the Town of Kershaw, SC, said parcel being located in the Town of Kershaw, SC, and being a portion of tax parcel number 0156-00-002.01; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *Passed 6-0 at the November 14, 2016 Council meeting. John Weaver – pgs. 150-155*

10. Resolutions

- a. Resolution 0941-R2016 Approving the acquisition of Heath Springs park land from the Lancaster County School District and noting that certain fields are no longer in use by Parks and Recreation (*favorable from Infrastructure and Regulations Committee*) – **Hal Hiott – pgs. 156-158**
- b. Resolution 0942-R2016 Regarding adoption of the Airport's FAA Capital Improvement Plan and execution of a FAA Pre-application for Federal Assistance for an aircraft apron expansion(*favorable from Infrastructure and Regulations Committee*) – **Steve Willis – pgs. 159-180**

11. Discussion and Action Items

- a. Adoption of 2017 County Calendar - **Steve Willis – pgs. 181-184**
- b. Information on Walk America grant for Health and Wellness Commission – **Steve Willis – pgs.185-190**
- c. Motion to Remove from the Table Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*. Following this motion we request a motion to Postpone Indefinitely Resolution 0911-R2016. (*favorable from Administration Committee*) – **Steve Willis – pg. 191**
- d. Motion to Remove from the Table Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*. Following this motion we request a motion to Postpone Indefinitely Ordinance 2016-1408. – **Steve Willis- pg. 191**
- e. Motion to Remove from the Table Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*. Following this motion we request a motion to Postpone Indefinitely Ordinance 2016-1409. – **Steve Willis- pg. 191**
- f. Extension of external auditor's contract for FY 17, FY 18, and FY 19 (*favorable from Administration Committee*) - **Veronica Thompson – pg. 192-194**
- g. Reallocation of resources within the Roads and Bridges capital account (*favorable from Infrastructure and regulations Committee*) – **Jeff Catoe – pg. 195**
- h. Update on status of County Engineer search – **Larry Honeycutt and Jeff Catoe**
- i. Sun City road update – **John Weaver**

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

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

None at this time.

13. Council Committee Reports

Administration Committee – Chairman Brian Carnes

Infrastructure and Regulations Committee – Chairman Larry Honeycutt

Public Safety Committee – Chairman Steve Harper

14. Miscellaneous Reports and Correspondence – pg. 196-202

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

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

16. Executive Session

Discussions incident to economic development matters – SC Code §30-4-70(5)

- a. Discussion of potential clawbacks on past incentive agreement

Discussion incident to security measures – SC Code §30-4-70(3)

- b. Discussion of cyber security measures

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

17. Calendar of Events – pg. 203

18. Adjournment

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

Agenda Item Summary

Ordinance # / Resolution#: Special Presentation
Contact Person / Sponsor: Barry Faile
Department: Sheriff
Date Requested to be on Agenda: November 28, 2016

Issue for Consideration:

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

Points to Consider:

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

Specifically, CALEA's goals are to:

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

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

Funding and Liability Factors:

N/A

Council Options:

N/A

Staff Recommendation:

N/A

Committee Recommendation:

N/A

TO: ALL EMPLOYEES
FROM: JESSICA KENNINGTON
A CAUSE FOR APPLAUSE AWARD

July-September

And the winner is.....

Gill Whaley

Building Maintenance

Congratulations!!!

Your hard work has paid off!!!

*The Cause for Applause Winner will receive a plaque and
a \$40 bonus in their next check*



Members of Lancaster County Council

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

DRAFT

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, November 14, 2016

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

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

Call meeting to order

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

Approval of the agenda

County Administrator Steve Willis stated that Sheriff Faile couldn't make it to the Council meeting and requested the Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation be moved to the November 28, 2016 Council meeting. Also discussion item 14F for Executive Session has been deferred to the November 28, 2016 Council meeting.

Larry Honeycutt moved to approve the agenda as amended. Seconded by Steve Harper. Passed 6-0.

Appointment of the Deputy/ Interim Clerk to Council

Brian Carnes made a motion to approve. Seconded by Jack Estridge. Passed 6-0.

DRAFT

Special Presentations

Chairman Bob Bundy shared that the Veteran ceremony that he attended and stated that it was one of the most meaningful events he had ever been to and expressed appreciation for those who served our country.

Citizens Comments

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

Meta Wasson, 9823 Black Horse Run, Indian Land, spoke regarding the proposed the shelter fees that were published in the Lancaster News.

Janine Gross, 15155 Legend Oaks Ct, Indian Land, spoke regarding the shelter volunteers.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Ordinance 650 Recording, POD-27, and Avondale. He distributed the attached schedule to Council for information. Schedule A

Nick Kerzman, Did not come to podium when name was called

Clare McConauhay 49080 Gladiolus St, Indian Land, spoke regarding her appreciation to the Council members.

Ned Blackmon, 816 Greenbriar Drive, Lancaster, spoke regarding the Unified Development Ordinance.

James B. Kirk, 1007 Kirk Air Base Rd, Lancaster, spoke regarding the Unified Development Ordinance and expressed the appreciation for returning Kirk Air Base Rd back to service.

Kelly High, 1650 Farmstead Rd, Rock Hill, spoke regarding the Unified Development Ordinance.

Bill Reynolds, 9328 Henry Harris Rd, Rock Hill, spoke regarding the zoning of his neighborhood and would like to request that it be zoned as RN rather than LDR.

Mark Baker, 944 Norman Lane, Lancaster, spoke regarding the Unified Development Ordinance.

Walt Collins, 1222 Brook Dr, Lancaster, spoke regarding an update about the University of South Carolina Lancaster.

Consent Agenda

Minutes of the following meetings

- **October 10, 2016 Council meeting**
- **October 24, 2016 Council meeting**

DRAFT

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

Non-Consent Agenda

3rd Reading of Ordinance 2015-1386 – Avondale rezoning

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

Brian Carnes moved to approve 3rd Reading of Ordinance 2015-1386. Seconded by Larry McCullough. Passed 4-2. Bob Bundy and Jack Estridge opposed.

3rd Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District

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

Brian Carnes moved to approve 3rd Reading of Ordinance 2016-1393. Seconded by Steve Harper. Passed 6-0.

2nd Reading of Ordinance 2016-1419 Central Wire Special Source Revenue

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

Larry Honeycutt moved to approve 2nd Reading of Ordinance 2016-1419. Seconded by Jack Estridge. Passed 6-0.

2nd Reading of Ordinance 2016-1420 Central Wire Multi-County Park Agreement

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

Steve Harper moved to approve 2nd Reading of Ordinance 2016-1420. Seconded by Larry Honeycutt. Passed 6-0.

Public Hearing and 2nd Reading of Ordinance 2016-1421 FY 2016-2017 Budget Amendment

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

Brian Carnes moved to approve 1st Reading of Ordinance 2016-1421 FY 2016-2017. Seconded by Larry McCullough. Passed 6-0.

There were no speakers for the Public Hearing.

County Administrator Steve Willis stated just for information and maybe something to look at next year in that adoption fees were based on set on constrict reimbursement and the medicine for the cats are more expensive than the dogs.

Council member Larry Honeycutt asks could this be looked at, at the beginning of the year.

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

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

Chairman Bob Bundy stated to get it on the floor first and then the motions for amendments can be made.

Larry Honeycutt a motion for the Public Hearing and 2nd Reading of Ordinance of 2016-1422 Unified Development Ordinance (UDO) to be on the floor. Seconded by Brian Carnes.

Public Hearing:

Gary Holland, 8728 Collins Road, Indian Land

Ned Blackmon, 816 Greenbriar Drive, Lancaster

Waylon Wilson, 15117 Legend Oaks Court, Indian Land

Winston Smith, 842 South Lake Drive, Lancaster

County Attorney John Weaver stated that number eight the book in the Ordinance 2016-1422 that an amendment is needed. Between first and second reading blanks have been filled and nothing about that was material, they have filled in ordinance numbers, put dates, made certain administrative corrections that the red line version was on page 68, that showed the changes that had been made. A clean copy of those changes was shown on page 62. Both copies were included so the changes that were made could be seen. He stated that they were minor in nature but he would suggest that it would be appropriate to consider an amendment in addition to the many that are forth coming but as to the body of the ordinance itself it would be appropriate to consider an amendment to make the changes outlines on the red lined version and adopted the clean version of ordinance 1422 that is contained on page 62 of the package.

Larry McCullough made the motion to address the changes made from the first to the second reading. Seconded by Larry Honeycutt. Amendment passed 5-1. Jack Estridge opposed.

Larry McCullough made 12 motions that are listed below:

Motion 1:

Mr. Chairman- I move that Section 4.2.2 C of the UDO, found on page 4-16 be deleted and substituted therefore the following language be added:

The purchase of credits from the Carolina Heelsplitter Conservation Bank requirement does not apply to the installation, maintenance or operation of water and sewer services by Lancaster County Water District. Although not subject to the purchase of credit, all projects conducted by the Lancaster County Water Sewer District are required to be submitted to the U.S. Fish and Wildlife service for review and assurance of appropriate BMP's and other applicable as noted in Section 4.2.2 A

Seconded by Larry Honeycutt. Passed 6-0.

Motion 2:

Mr. Chairman- Turning to page 6-10 of the present UDO, I move that Section 6.8 be amended as follows:

- 1. by the deletion of the first three conditions noted in that Traffic Impact Analysis section;**
- 2. by the deletion of the number "100" in the fourth condition and by the substitution of the number "50" in the fourth condition; and**
- 3. that the ITE Trip Generation Informational Report chart that accompanies this motion be added to Section 6.8.**

Seconded by Steve Harper. Passed 6-0.

Motion 3:

Mr. Chairman- Remaining on page 6-10 of the present UDO, I move that from Section 6.8.1 the following words be removed, namely,

"with no less than five years experience in the preparation of traffic analysis"

Seconded by Steve Harper

Motion 4:

Mr. Chairman- turning to page 8-5 of the present UDO, I move that Section 8.2.1 L be added to the UDO with the following title and language:

L. Reasonably Safe From Flooding

Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.

Motion 5:

Mr. Chairman- Turning to page 9-5 of the present UDO, I move the following:

- 1. that Section 9.1.6 as written be deleted and that substituted therefore a new version of Section 9.1.6 be added, the new section to be entitled UDO Advisory Committee. The addition shall include the Powers and Duties of the UDO Advisory Committee and the Membership of the UDO Advisory Committee.**
- 2. That Section 9.1.7 entitled Stormwater Advisory Council membership, I move that the following language be removed from Section 9.1.7B. "The Public Works Director shall serve as staff support for the Stormwater Advisory Committee."**
- 3. Finally, I move that the original Section 9.1.6, 9.1.7 and 9.1.8 of the present UDO be designated as Section 9.1.8, 9.1.9 and 9.1.10.**

Motion 6:

Mr. Chairman- Turning to page 9-7 of the proposed UDO, I move that to the chart noted as 9.2.3, particularly the Vested Rights section shown as to the next last listing, that to the last two columns the numbers and words "2 years" and "5 years."

Seconded by Brain Carnes. Passed 6-0.

Motion 7:

Mr. Chairman- Turning to page 9-41, Section 9.2.14D. of the present UDO, I move that Section D.2 be removed in its entirety.

Seconded by Larry Honeycutt. Passed 6-0.

Jack Estridge made the comment that the public just seen these motions and stated that is very quick to make the motions when they are just seeing them.

Chairman Bob Bundy stated that he understood and that if anyone wanted to contact any of the Council members and let them know there comments and to speak at 3rd reading.

Motion 8:

Mr. Chairman - Turning to page 9-42, Section 9.2.15 of the present UDO, I move that Section D entitled "Waiting Period for Subsequent Applications" be added with the following language:

“When an application for an amendment has been approved or denied by the County Council, no application shall be considered on the same issue within the next 12 months after approval or denial.”

Seconded by Larry Honeycutt. Passed 6-0.

Motion 9:

Mr. Chairman- As you know, both staff and Council have continuously reviewed and modified material sections of the new UDO. These prior 8 motions are an example of that. But, so that the grammar and the numbering of the entire UDO will be proper and in order, the writers of the UDO have made adjustments as necessary. I emphasize that these type changes are minor, none material, changes and corrections.

I move that Council approve and adopt the various minor changes in wording and numbering that has been necessary by the drafters of the new UDO so that the document will be grammatically correct and uniform in content.

Seconded by Brain Carnes. Passed 6-0.

Motion 10:

Mr. Chairman- Turning to pages 6-26 and 6-27 of the present UDO, giving particular attention to Section C.3 on page 6-26 and D.1. and 2. On page 6-27, changes in these sections have been recommended by our Director of Public Works and out outside professional Engineer. Those changes are indicated in detail on the attached amendment sheet which I ask be made part of the Council's record. Based upon the recommendations,

I move that the attached sheet indicating the recommended changes be made a part of the Council records and that the changes thereon be adopted by Council as an amendment to Section 6.14.2, Pavement Standards, of the UDO.

Seconded by Larry Honeycutt. Passed 6-0.

Motion 11:

Mr. Chairman – The motion that I am about to make involves Lancaster County parcel number 006-00-072.00, a copy of the map showing the location being provided to Council. This parcel originally was believed to be a PDD parcel while, in fact the parcel actually at present has a B3 zoning designation. Upon the request of the Planning Director, I move that the original designation be correctly identified as B3 zoning and that upon passage of the new UDO that the parcel be classified as Neighborhood Business.

Seconded by Larry Honeycutt.

Planning Director Penelope Karagounis stated that she received an email from one of her planners on Friday November 11th that stated there was a realtor looking at the site and saw that it was zoned on planning's data base of the current zoning SPDD, she pulled an old file, the digital file was incorrect and what she did Monday morning November 14th was pull the PDD18 which was approved back in 2004 and the tax map was not included with the ordinance. She stated that they would like to make that correction from the B3 was today proposed as Urban Residential because they thought it was PDD but they are asking for it to be proposed Neighborhood Business. She stated that that data layer on the digital file had it as PDD which is not correct because they have hard copies of the maps and when they looked at an older copy of a map that they have in their office it is B3. She stated that it was never zoned PDD, it is not an ordinance error it was just a map error that was misclassified.

Chairman Bob Bundy stated that it may be worth it to try to contact the land owner between 2nd and 3rd reading since there was a discrepancy between the tax map and the other let them know that has been a consideration.

Larry McCullough withdrawals his motion until contact with the land owner has occurred.

Chairman Bob Bundy stated that the motion will be reserved until contact with the land owner is contacted.

Motion 12:

Mr. Chairman- Turning to page 5-37, 5-38 and 2-13 of the present UDO, I move that various changes be made to 5.10, Agricultural Used, all as noted on the attached sheets provided to Council and made a part of the Council records in conjunction with Council's consideration of the new UDO. Particularly, these changes are as follows:

- 1. Subsection 5.10.1 Animal Production General Farms (AR, RR, RN, RUB, LDR) be added to the existing UDO as a title. Included with this motion is a request that the wording noted in sections A., B., C. and. Of 5.10.1 be added likewise.**
- 2. All subsection numbering thereafter should be corrected to insure consistency.**
- 3. Subsection 5.10.4 Backyard Pens/Coops (LDR, MDR, PB, INS, IMX) should be amended as follows:**
 - a. delete the sentences noted as a. b. within the permitted animals section;**
 - b. amend the chart in item 5, number of Animals Allowed, as noted.**
- 4. So as to properly identify these changes in the Use Table found in Section 2.5.3 on page 2-13, the Animal P line should reflect the additional words of "General farms" and the changes noted as PR (Permitted with Review) should be reflected.**

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

Motion to approve 2016-1422 as amended made from Larry Honeycutt. Seconded by Brian Carnes. Passes 5-1. Jack Estridge opposed.

Jack Estridge made the motion that if any land owner comes forward in the first 12 months after the new UDO comes into effect that they will waive the application fee to have a rezoning if the land has been changed use or rezoned without those individuals knowing. Steve Harper seconds the motion. 1-5. Failed. Opposed Bob Bundy, Larry Honeycutt, Brian Carnes, Larry McCullough, Steve Harper.

Bob Bundy stated that it would be good for attorney John Weaver to go ahead and see what can be cracked between now and the next meeting and to Mr.Estridge, Mr.Harper and Mr. McCullough review the document to see if it is in line with what they have inline and then go from there.

1st Reading of Ordinance 2016-1423 – amendment relating to the policy for capitalization of fixed assets

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

Brian Carnes made the motion to approve 1st reading of Ordinance 2016-1423. Seconded by Larry McCullough. Passed 6-0.

County Administrator stated that Veronica Thompson Finical Director caught an error in the ordinance number and that will be corrected for 2nd reading.

1st Reading of Ordinance 2016-1424 – GO Bond 2017a regarding Brookchase

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

Brian Carnes made the motion to approve 1st reading of Ordinance 2016-1424. Seconded by Larry McCullough. Passed 6-0.

1st Reading of Ordinance 2016-1425 Department of Economic Development organizational structure

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

Larry McCullough made the motion amend to include L&C railroad as one of the utilities. Seconded by Brian Carnes. Passed 6-0.

Larry Honeycutt made the motion to approve 1st reading of Ordinance 2016-1425 as amended. Seconded by Steve Harper. Passed 6-0.

1st Reading of Ordinance 2016-1426 – amendment to PCI Group FILOT agreement

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

Motion from Larry Honeycutt to approve 1st reading of Ordinance 2016-1426. Seconded by Brian Carnes. Passed 4-2. Jack Estridge and Larry McCullough opposed.

Larry McCullough made the motion to defer until they have cost benefit analysis. Seconded by Jack Estridge. Failed 3-3. Steve Harper, Bob Bundy, Brian Carnes opposed.

1st Reading of Ordinance 2016-1427 – PCI Multi-County Park agreement

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

Larry Honeycutt made the motion to approve Ordinance 2016-1427. Seconded by Steve Harper. Passed 5-1. Larry McCullough opposed.

1st Reading of Ordinance 2016-1428 – Transfer of property to the Town of Kershaw

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

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

DRAFT

Discussion / Action Items

2017 Calendar discussion – set for adoption at the November 28, 2016 meeting.

Penelope Karagounis planning director stated that there will be no Development Review Committee the year of 2017.

Board and Commission appointment – District 1 Planning Commission

Larry McCullough made the motion to approve Rosa Sansbury to fill the unexpired term on the Planning Commission in District 1. Seconded by Brain Carnes. Passed 6-0.

Executive Session

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

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

Attorney John Weaver stated that during the course of Executive Session Council received a legal briefing on two proposed contractual matters as well as a briefing on several Economic Development matters as noted in the agenda package. There were no decisions made and no votes were taken.

Larry Honeycutt made the motion to authorize the Economic Development Director to move forward with project 2016-15 to the recommendations made in Executive Session. Seconded by Larry McCullough. Passed 4-2. Opposed jack Estridge and Larry McCullough.

Steve Harper made the motion to cancel the Public Safety meeting on November 14, 2016 at 8:00a.m. The Public Safety Committee, Bob Bundy, Steve Harper and Larry McCullough voted to cancel the meeting, Jack Estridge voted to cancel the meeting as well.

Adjournment

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

Respectfully Submitted:

Approved by Council September 26, 2016

Chelsea H. Gardner
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1369
(PDD – 27)

AN ORDINANCE

TO ESTABLISH THE AVONDALE MIXED USE PLANNED DEVELOPMENT DISTRICT (PDD-27); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT OF THE PDD-27 PROPERTY; TO PROVIDE THE REGULATIONS THAT WILL APPLY TO THE DEVELOPMENT OF THE PDD-27 PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Avondale Mixed Use Planned Development District (PDD-27)

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Section 1. Citation. This ordinance may be cited as the Avondale Mixed Use Planned Development District (PDD-27) Ordinance or as the PDD-27 Ordinance.

Section 2. Purpose; PDD-27.

- (a) The purpose of this ordinance is to establish the Avondale Mixed Use Planned Development District (PDD-27), to approve the Master Plan for the development of the Property (as defined below) and to provide the regulations that will apply to the development of the Property.
- (b) The Avondale Mixed Use Planned Development District (PDD-27) Ordinance (the “Ordinance”) establishes specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety and general welfare of future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development

techniques for the protection of the natural environment and the quality of life of future residents.

- (c) The Avondale mixed use development is a mixed use, master planned development comprised of a combination of residential (single-family detached and multi-family townhome residences), senior residences and uses and accessory commercial, retail and service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

Section 3. Authority. This Ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, entitled South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This Ordinance applies to the property known as the Avondale mixed use development property which consists of approximately 179.35 acres (the "Property"). The Tax Map Numbers for the Property are 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01 and a portion of 0005-00-074.03.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-27).

Section 6. Master Plan. The Master Plan for the Development, prepared by ESP Associates and dated October 10, 2016 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

Section 7. Master Plan Amendments.

- (a) Unless otherwise provided in this Ordinance, all amendments to the Master Plan shall be made in accordance with the UDO in effect at the time of the adoption of this Ordinance.
- (b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the Property, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Subject to the terms of this Section 7 and pursuant to Section 13.12.2.5 of the UDO, a change in the proportion of housing types, lot widths or lot sizes by 15 percent or less of the approved dwelling unit count shall be considered to be a minor amendment of the Master Plan and shall be administratively approved once such change or changes are determined to be in accordance with the regulations specified herein.
- (d) A total maximum of 365 single-family detached residences may be developed within Villages D, E and F.

- (e) A maximum of 165 multi-family townhome residences may be developed in Village C.
- (f) A maximum of 200 Senior Residences (as described below) may be developed in Village B.
- (g) No more than 33% of the residential lots in the Development may have the same lot width. For purposes of this requirement, residential lots shall include lots for single-family detached residences and lots for multi-family townhome residences.
- (h) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in this Section 7. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (i) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These land use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

Section 8. Land Uses.

- (a) The land uses authorized for the Development are as follows:
 - (1) Village A: Civic, Institutional, Park and Recreation Uses. Notwithstanding the foregoing, in the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 below. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.
 - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be located internal to and within the building(s) containing the Senior Housing/Residences/Senior Apartments. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental

Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD- 27 and shall not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.

In no event may the Senior Housing/Residences/Senior Apartments be owner occupied dwelling units. As a result, the Senior Housing/Residences/Senior Apartments shall be deemed to be a commercial use for purposes of Section 13.12 of the UDO.

(3) Village C: Multi-Family Townhome Residences.

(4) Villages D, E and F: Single-Family Detached Residences.

(b) As noted above in subsections 8(a)(1) and 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village A and Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

(c) Notwithstanding anything contained herein to the contrary, the following land uses are prohibited in PDD-27:

(1) Adult entertainment;

(2) Auto related businesses as identified in the UDO Table of Permissible Uses, including use numbers 2.5.1 through 2.5.6.1, 2.9.1 through 2.9.4, and 2.15.1 through 2.15.5;

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

(4) Commercial kennels;

(5) Industrial mining;

(6) Livestock auction house;

(7) Lumber and/or building materials dealer;

(8) Manufactured home type units;

(9) Modular housing;

(10) Motorized race and testing track;

(11) Pistol, rifle, skeet range or turkey shoot;

(12) Private or commercial horse stables;

(13) Rooming and boarding houses;

(14) Agricultural; and

(15) Solid waste disposal and recycling station.

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

Accessory Uses – A use that is incidental or insubstantial in and of itself or in relation to the principal use.

Assisted Living - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home.

Assisted Living Apartments - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home. Residents are housed in apartment style units.

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

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

Continuing Care – A facility that contains independent living units, assisted living units and skilled nursing facilities. Residents can transfer among levels of care as needs change. These facilities are commonly referred to as CCRCs.

Cul-de-sac – A cul-de-sac is a street that terminates in a vehicular turn-around. Cul-de-sac length shall be measured from the first point of intersection with an existing street to the center radius of the cul-de-sac bulb.

Density – The amount of residential and non-residential development permitted on the Property. The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 below.

Developer - Sinacori Builders, LLC or its assignee(s), as provided in the Development Agreement.

Development Agreement – means the Development Agreement by and between Sinacori Builders, LLC and the County of Lancaster, dated as of _____, 2016, and approved by the County Council by passage of Ordinance No. 2015-1370.

Hospice – A home providing care for the sick, especially the terminally ill.

Independent Living - Nursing homes, rest homes and homes for the aged which are designed for older or disabled persons who do not require health and support services located on the site, such as medical and nursing care, central dining and transportation services. Each living unit within the facility is a self-contained dwelling unit.

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

Land Use - The use to which a particular area of the Property may be put as shown on the Master Plan.

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

Memory Care - A distinct form of long-term skilled nursing that specifically caters to patients with Alzheimer's disease, dementia, and other types of memory problems.

Multi-Family Residence - A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all

dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch). For purposes of this Ordinance, a multi-family residence shall only include a senior multi-family residence.

Multi-family Townhome Residence - A multifamily residential use in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one (1) other dwelling unit and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

Nursing Care - A facility that offers long-term care for individuals who need rehabilitation services or who suffer from serious or persistent health issues.

Open Space - Any area on the Property designated for use as a Park or Amenity Center, Floodway, Floodplain and/or Open Space on the Master Plan or as described in Section 23 hereof.

Property - All of the land comprising the Avondale mixed use development property and that is more particularly described above in Section 4.

Property Owner - The Developer of the Property or, as to a particular Village or component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights, as provided in Section 11(c) of this Ordinance.

Residential - Any residential land use permitted in the UDO.

Respite Care - Short-term care accommodation in a facility outside the home in which a loved one may be placed, providing temporary relief to caregivers

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

Senior Apartments - Most common type of independent senior living. Services usually include recreational programs, transportation, and meals service.

Senior Housing/Residences - Senior communities that offer single-family detached homes, duplexes, townhomes, cottages, condominiums or apartment-style independent senior living units and which offer residents the option to rent or buy their dwelling units.

Senior Day Care - A facility for the supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes, or senior apartments each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home.

Single-Family Detached Residence - A residential use consisting of a single detached building containing one (1) dwelling unit and located on a lot containing no other dwelling units.

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

Section 10. Development Regulations.

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.
- (b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:
- (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
 - (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road. As provided in the Development Agreement, Developer will install sidewalks along the Property's frontages on Harrisburg Road and Calvin Hall Road and those sidewalks shall have a minimum width of 6 feet as more particularly depicted on the Master Plan. All other sidewalks shall have a minimum width of 4 feet as more particularly depicted on the Master Plan. As provided below in subsection 10(b)(4), sidewalks may be located within buffers.
 - (3) Driveways/Vehicular Access Points - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT"). The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
 - (4) Buffers -- Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer

established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

- (5) **Parking** - Parking shall be provided in accordance with Section 18 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) **Open Space Requirements** - For purposes of applying the Open Space requirements of Section 13.12.1.11.b of the UDO to the Development, trails, utility easements and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations provided that they meet the requirements of Section 13.12.1.11.b.ii.C of the UDO.
- (7) **Floodway Restrictions** - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family

residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

- (8) Floodplain Restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (9) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (10) Connectivity - The minimum connectivity index required for PDD-27 is 1.4.
- (11) Street Trees -- Street trees shall be installed back of sidewalk and outside of the public right of way.

Section 11. Density/Intensity.

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

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single-Family Detached - Villages D, E and F	Up to 2.99 Dwelling Units/ Acre, On Average	Up to 365 Total Single-Family Detached Residences
Multi-Family Townhomes - Village C	Up to 5.99 Dwelling Units/ Acre, On Average	Up to 165 Total Multi-Family Townhome Residences
Senior Mixed Use - Village B		
Senior Residences/Apartments/ Senior Housing	Up to 8.0 Dwelling Units/Acre	Up to 200 Total Dwelling Units
Senior Daycare	N/A	Up to 6000 sq. feet of gross floor area
Commercial/Retail/Service in support of Senior Uses		Up to 15,000 sq. feet of gross floor area
Village A -- Commercial/Retail/Service in Support of Senior Use**		Up to 6,500 sq. feet of gross floor area

** In the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000

square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

As provided in Section 24 below, in the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.

(b) The number of lots for single-family detached residences located within each of Villages D, E and F as depicted on the Master Plan may be altered by Developer in its discretion, provided that the total number of lots for single-family detached residences located in Villages D, E and F does not exceed 365, and the total density for Villages D, E and F does not exceed 2.99 dwelling units per acre.

(c)(1) Developer may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or units from any Village within the Property to any other Village within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

(c)(2) As used in this subsection (c) and in the definition of "Property Owner" in Section 9 of this Ordinance, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the Developer assigns its rights as property owner under this Ordinance to another person or entity with respect to a particular Village designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Village, the location where those units may be constructed within the Village, the number of units of a particular type that may be constructed within the Village, the minimum lot requirements for the Village (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Village. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Village by the Property Owner. The Assignment of Property Owner Rights shall not be used as a method to change the Master Plan which may be changed only in accordance with the provisions of this Ordinance and Section 13.12.2.5 of the UDO.

(c)(3) Developer shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this Ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the Property. The certificate will state the number of dwelling units and/or the amount, in acres, of commercial, retail or service uses, as applicable, that may be developed on the applicable various tracts. Developer must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of

dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

Section 12. Setbacks and Yards. (a) All lots within PDD-27 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single-Family Detached Villages D, E and F	20'	5'	25'
Multi-Family Townhome - Village C	20'	7'	25'
Senior Mixed Use Village B	25'	5'	15'
Village A	25'	5'	15'

- (b) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.
- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the lot line and shall satisfy fire access and emergency management vehicular requirements.
- (e) Single family homes, multi-family townhomes, senior housing/residences/apartments, non-residential buildings and any other types of buildings may not encroach into the required buffers.

Section 13. Building Height. (a) Except as provided below, maximum building heights must comply with the requirements of the UDO:

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	41'
Senior Mixed Use - Village B	50'
Village A if not accepted by the County	50'
Civic/Institutional/Park and Recreation Uses	N/A

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

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

Land Use	Minimum Lot Size
Single-Family Detached - Villages D, E and F	6,500 sq. feet
Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use – Village B	
Commercial/Retail/Service in support of Senior Uses	No minimum lot size
Senior Day Care	No minimum lot size
Village A if not accepted by the County	No minimum lot size
Civic/Institutional/Park and Recreation Uses	No minimum Lot Size

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

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

Land Use	Minimum Lot Width
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Village A if not accepted by the County	100'
Civic/Institutional/Park and Recreation Uses	No Minimum

Section 16. Front Loaded Single Family Residences. All lots for single family detached residences shall be front loaded.

Section 17. Buffers.

- (a) Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot wide buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the

Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffers are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer.

- (b) Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

- (c) If the Developer can demonstrate to the Chief Zoning Officer that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Chief Zoning Officer shall refer the matter to the Planning Commission for consideration and the Planning Commission may waive the buffer requirements for that site.

Section 18. Parking.

- (a) All uses within the PDD may utilize on street parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this Development regardless of which Village it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level parking garages are an allowed use in Village B of the PDD.

- (b) For commercial, retail or service uses located within the Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the senior residents.

Section 19. Roadways and Traffic.

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standards set forth in this section.
- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO and Chapter 26 of the Lancaster County Code, except as otherwise specified in subsections (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
- (f) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res. Street	22' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 27' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	66' r/w
4. Private Street/Drive Townhomes/Commercial	22' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

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

Section 20. Street Lighting.

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Village shall be of uniform design and all lighting throughout the Property shall be complementary.

- (c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.
- (d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 21. Model Homes and Other Buildings. Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office, provided that all applicable requirements of the Lancaster County Water and Sewer District are satisfied by Developer, and all applicable requirements of the South Carolina Department of Health and Environmental Control and other relevant governmental agencies are satisfied by Developer. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 22. Mass Grading and Timber Harvesting. The Developer may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided that the Developer complies with Section 13.7.11.7 of the UDO. For purposes of Section 13.7.11.7 of the UDO, the requirement to retain a minimum of 20 percent of all trees on the Property shall apply to the entire Property (comprised of Villages A, B, C, D, E and F), rather than to each individual Village or parcel of land that comprises or will comprise the Property. Accordingly, provided that a minimum of 20 percent of all trees on the Property are retained, each individual Village or parcel of land that comprises or will comprise the Property will not be required to meet the tree retention requirements of Section 13.7.11.7 of the UDO. Notwithstanding the foregoing, if the County accepts the conveyance of Village A pursuant to the Development Agreement and Section 26 hereof, or if Village A is removed from PDD-27 pursuant to Section 26 hereof, then the area or acreage of Village A shall not be considered when calculating and determining the tree retention requirements for the remainder of the Property (comprised of Villages B, C, D, E and F).

Additionally, retained trees located within any buffers shall count towards the minimum 20 percent tree retention requirement provided that any such buffer areas are designated as tree protection areas.

Section 23. Open Space. In addition to any other areas of the Development considered to be Open Space under the UDO, the facilities or areas set out in subparagraphs (a), (b) and (c) below shall be considered to be Open Space, and the entire land area of Village A may be considered to be Open Space as provided below in Section 24(a) hereof.

- (a) A storm water detention facility shall be considered to be Open Space provided that the storm water detention facility meets the requirements of Section

13.12.1.11(b)(ii)(A) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(A)(4) of the UDO may be met by providing a walking trail to and around the storm water detention facility so that the storm water detention facility is accessible to the public.

- (b) Buffer areas shall be considered to be Open Space provided that the buffer areas meet the requirements of Section 13.12.1.11(b)(ii)(A) and 13.12.1.11(b)(ii)(B) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(B)(2) of the UDO shall be met by the provision of a minimum 6 foot wide sidewalk located adjacent to or within the buffer areas as more particularly depicted on the Master Plan so that the buffer areas are conducive to actual use for passive recreational purposes by residents of the Development.
- (c) Tree protection areas under Section 13.7.11.7 of the UDO shall be considered to be Open Space provided that such tree protection areas meet the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO.
- (d) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density as provided below in Section 24.

Section 24. Density.

- (a) In the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.
- (b) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density.
- (c) The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 hereof.
- (d) Any land area within the Property that is dedicated and/or utilized as right of way for public or private streets may be utilized to calculate the allowed density for the Development or any portion thereof.
- (e) For purposes of determining the maximum permitted density, pursuant to Section 13.12.1.11(b)(viii) of the UDO, any calculation which results in a fraction equal to or greater than .51 shall be rounded upward to the next number. For example, 6.6 dwelling units per acre shall be considered to be 7 dwelling units per acre.

Section 25. Architectural Standards. The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious

siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

Section 26. **Dedication of Village A to the County.** As provided in the Development Agreement, Developer shall offer for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan for civic, institutional, park and/or recreation uses. Village A is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d) of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County and Developer acknowledge that whether Village A is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of Village A and that the decision to accept and develop Village A is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of Village A, then Developer shall convey Village A to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on Village A. If the County should, in its discretion, decide not to accept Village A, then Developer shall be permitted, in its discretion, to retain Village A and either remove it from the PDD-27 or keep it in the PDD-27 and combine Village A with Village B, the Mixed Use Village. In the event that Developer determines to keep Village A in the PDD-27 and to combine it with Village B, then Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept Village A, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer's planned use of Village B.

Section 27. **Severability.** If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

Section 28. **UDO.** Any reference to the UDO set out in this Ordinance shall be deemed to refer to the UDO as of the Agreement Date, as defined in the Development Agreement.

Section 29. **Controlling Ordinance.** Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

Section 30. **Effective Date.** This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County

Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity (the "Effective Date"). If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m. on that date that is seventy (70) days after the date on which this Ordinance is approved by the Lancaster County Council then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained this 28th day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Clerk to Council

1st reading: December 14, 2015

2nd reading: October 24, 2016

3rd reading: November 28, 2016

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EXHIBIT A to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Master Plan

See attached.

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SINACORI
-BUILDERS-
P.O. Box 471785
Charlotte, NC 29247

Preliminary Master Plan

GRAPHIC SCALE
200 0 100 200 400
1 INCH = 200 FT.

[illegible]

EXHIBIT B to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Density Exhibit

See attached.

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Density Exhibit

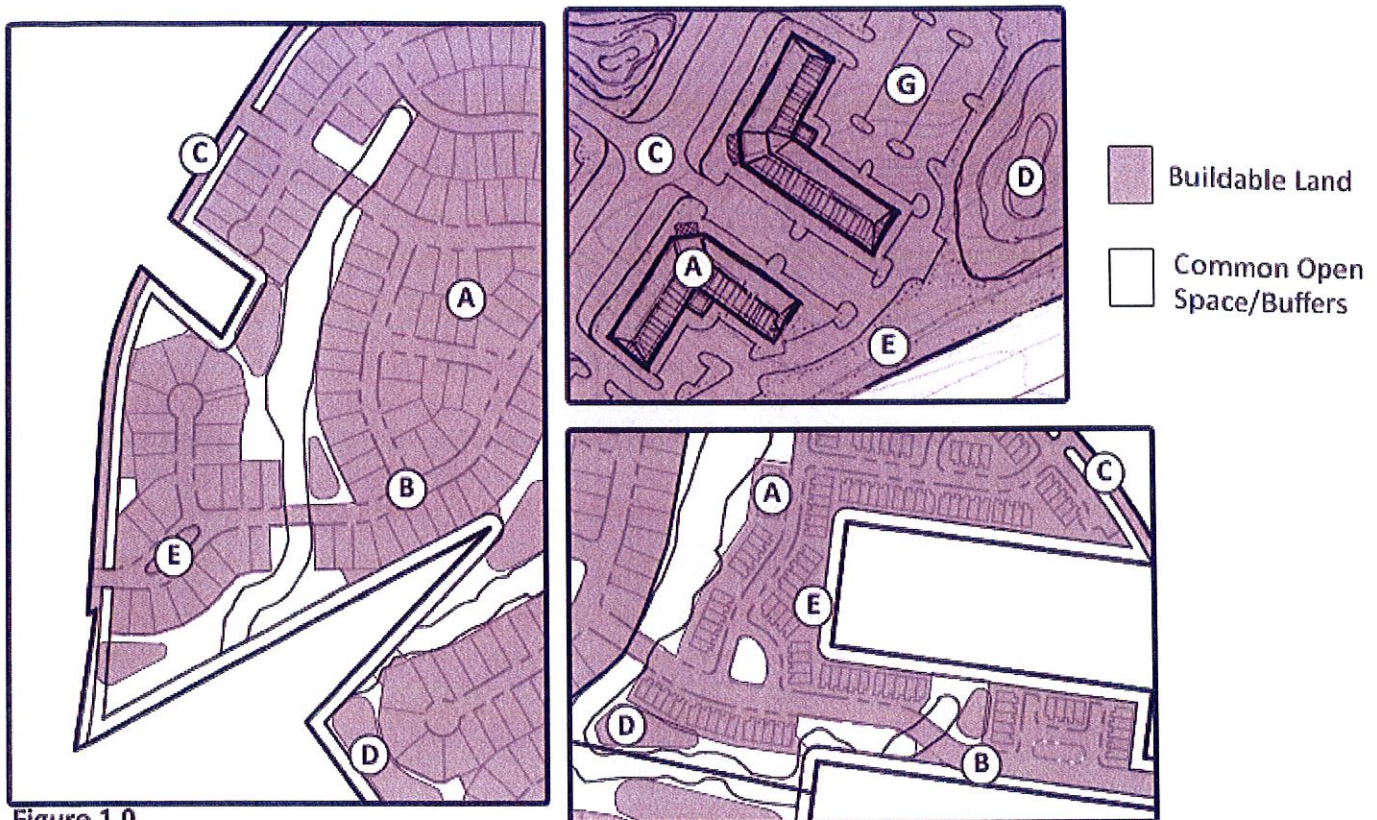


Figure 1.0
Conceptual layouts, for example only; not to scale

Per Lancaster County UDO, Section 13.12.1.11.b.viii - "Density": Density is based on buildable land. Common Open Space cannot be used to calculate density. Roads will be allowed to be included when determining density.

***Note:** Pursuant to Section 24(a) of this Ordinance, the land area of Village A may be utilized to calculate allowed density for the Development or any portion thereof.

Buildable Land Includes (See Figure 1.0 above):

- (A) Lots (single family/multi-family/townhomes) and Buildings
- (B) Proposed rights-of way
- (C) Existing rights-of-way
- (D) Stormwater/water quality ponds/BMPs that are NOT included as Common Open Space
- (E) Strips of improved open area that are less than 50' wide and therefore do not qualify as Common Open Space and are NOT part of a required perimeter or road buffer
- (G) Parking lots

Example Density Calculation:

Proposed Lots/Units:	100 Lots
Buildable Area:	50 Acres
Proposed Density:	100 Lots/50 Acres = 2.0 DU/Acre

07-01-2016

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1370

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Sinacori Builders, LLC, seeks to enter into a development agreement with Lancaster County relating to the Avondale development; and

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

Section 2. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its

terms, provisions and conditions. The Development Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this 28th day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Clerk to Council

Planning Commission Public Hearing: July 21, 2015

First Reading: December 14, 2016

Second Reading: October 24, 2016

Council Public Hearing: November 28, 2016

Third Reading: November 28, 2016

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Exhibit A to Ordinance No. 2015-1370

**Development Agreement
Between
Sinacori Builders, LLC, and the County of Lancaster
Avondale Development**

See attached.

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------(Space above this line for recording use)-----

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	AVONDALE DEVELOPMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the 28th day of November, 2016 (“Agreement Date”), by and between **SINACORI BUILDERS, LLC** (“Developer”), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 179.35 acres, more or less, located between Calvin Hall Road and Harrisburg Road in the Indian Land section of the County and known as the Avondale development.

WHEREAS, Developer has submitted an application to the County requesting that the property comprising the Avondale development be rezoned to Planned Development District.

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

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if they were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

- (1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections §§ 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.
- (2) “Agreement” means this Development Agreement.
- (2A) “Agreement Date” means the date of this Agreement as set forth above.
- (3) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.
- (4) “County Council” means the governing body of the County.
- (5) “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.
- (6) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.
- (7) Reserved.
- (8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the County Planning Department.
- (9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.
- (10) “Ordinance No. 2015-1369” or “PDD-27” means Ordinance No. 2015-1369 of the County zoning the Property Planned Development District.

(11) “Ordinance No. 2015-1370” means Ordinance No. 2015-1370 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(13) Reserved.

(14) “Property” means the land, and any improvements thereon, described in Section 1.04.

(15) “Sinacori Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and/or (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(16) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Avondale development.

Section 1.05. Zoning. The Property is zoned Planned Development District pursuant to Ordinance No. 2015-1369.

Section 1.06. Permitted Uses. (A) PDD-27 provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-27 apply and if no specific standard is contained in PDD-27, then the standards contained in the UDO apply.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens. (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer’s obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it (i) is responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer’s obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer’s obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies

where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1370 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1370 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-nine and 35/100s (179.35) acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the Developer has been duly authorized and approved by all requisite action on the part of Developer.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in PDD-27, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(D) Except as may be otherwise provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E)(1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that PDD-27 may contain zoning and development standards which conflict with zoning and development standards in the UDO, the standards contained in PDD-27 supersede all other standards and PDD-27 is deemed controlling except as provided in subsection (E)(1).

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

Section 3.01A. Buffer/Berm Variances Allowed. Two variances from the buffer standards are hereby granted. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the “Detail”). The Master Plan is contained in Exhibit F, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall be 10 feet as more particularly depicted on the Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Additionally, with respect to the buffer to be located along the northern boundary line of Village A along the common property line of Village A and Tax Parcel No. 0005-00-018 (the Harrisburg Elementary School site), in the event that the County accepts the conveyance of Village A from Developer, that portion of the buffer located along the common property line of Village A and Tax Parcel No. 0005-00-018 shall not be required and may be eliminated at the option of the County.

Section 3.01B. Sidewalks. Developer agrees to include sidewalks on Calvin Hall Road, Harrisburg Road, and within the development. The sidewalks on Calvin Hall Road and Harrisburg Road will be built in coordination with the South Carolina Department of Transportation’s road section requirements and shall be built to a width of six (6) feet. The responsibility of maintaining

those sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Calvin Hall Road and Harrisburg Road is limited to the areas where Calvin Hall Road and Harrisburg Road abut the Developer's Property identified herein that the Developer controls. At the Developer's discretion, sidewalks may be built within the Project's buffer areas, including the 30 foot landscaped buffer to be established on the frontage of all roads. The purpose for the sidewalks is to promote the walkability of the development.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer that materially affected the terms and provisions of this Agreement.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, fire and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, fire or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the Property. Local development permits, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

(1) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer, and, if applicable, the amount of non-residential development subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) on the Effective Date (as defined in Section 5.19 below) (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

Section 4.01B. Funds for Public Safety. Developer agrees to pay to the County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) on the Effective Date (as defined in Section 5.19 below) (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement,

fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

Section 4.01C. Dedication of Institutional Land. Subject to the terms of this Section 4.01C., Developer hereby offers for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan (the “Institutional Land”) for civic, institutional, park and/or recreation uses. The Institutional Land is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d) of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County may accept this offer for the dedication and conveyance of the Institutional Land by Developer only after the Effective Date of this Agreement (as defined below in Section 5.19 hereof), and County must accept this offer by written notice to Developer pursuant to Section 5.01 hereof within fifteen (15) days of the Effective Date or this offer will expire and become null and void. County and Developer acknowledge that the decision of the County to accept this offer for the dedication and conveyance of the Institutional Land is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of the Institutional Land within the time period set out above, then Developer shall convey the Institutional Land to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County within thirty (30) days of the date on which County notifies Developer in writing that County accepts Developer’s offer to dedicate and convey the Institutional Land to County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on the Institutional Land.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall be permitted, in its discretion, to retain the Institutional Land and either remove it from the PDD-27 or keep it in the PDD-27 and combine the Institutional Land with Village B, the Mixed Use Village. In the event that Developer determines to keep the Institutional Land in the PDD-27 and to combine it with Village B, then the Institutional Land may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 of the PDD-27 Ordinance. This 6,500 square feet of gross floor area on the Institutional Land shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept the Institutional Land or shall fail to timely accept the offer such that the offer expires, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer’s planned use of Village B.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2016, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost

reimbursement is capped at seventeen thousand five hundred dollars (\$17,500.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) **Roads.** (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation ("SCDOT") related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(b) The Master Plan calls for the realignment of Calvin Hall Road, a state road that is not a road within the Property. The Developer is responsible for obtaining approval from the SCDOT for the proposed realignment of Calvin Hall Road. Developer shall be responsible for the costs associated with the realignment of Calvin Hall Road and for the completion of the realignment project in accordance with the requirements of the SCDOT.

(c) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Excluding any road or transportation improvements at the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, any road improvements that are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the SCDOT. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(d) Excluding the intersection of Calvin Hall Road and Harrisburg Road, which intersection is addressed in Section 4.04(A)(1)(e) below, if a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(e) Provided that the realignment of Calvin Hall Road as described in Section 4.04(A)(1)(b) is approved by the SCDOT as requested by Developer, Developer's obligations with respect to the intersection of Calvin Hall Road and Harrisburg Road (the "Intersection") shall be as follows:

(i) Developer shall pay to the County TWO HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Intersection Improvement Payment"), which Intersection Improvement Payment shall be applied by the County towards the cost of any required transportation improvements to the Intersection, excluding turn lanes in the event that a roundabout is not installed at the Intersection, which turn lanes are addressed below. Transportation improvements may include a roundabout and/or traffic signals, among other things. Any required transportation improvements shall be constructed and installed by entities other than Developer. The Intersection Improvement Payment shall be paid by Developer to the County prior to the issuance of the first certificate of occupancy for a new building constructed on the Property.

(ii) In the event that a roundabout is not constructed at the Intersection, then Developer shall be responsible for the construction of any required turn lanes at the Intersection.

(iii) Developer shall dedicate at no cost to the County or the State of South Carolina right of way from the Property that is reasonably required for the construction and maintenance of the required transportation improvements to the intersection of Calvin Hall Road and Harrisburg Road.

The items set out above shall be Developer's sole obligations with respect to transportation improvements at the Intersection.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association, or similar organization.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the SCDOT. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County

agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer shall provide to County, prior to final plat approval, documentation that a homeowners' or property owners' association, or similar organization is responsible for the perpetual maintenance of the roads within the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control (DHEC) or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(E) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. The Property is located in the Pleasant Valley Fire Protection District and fire services will be provided by the Pleasant Valley Fire Department, or successor entities.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.05. Reserved.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement, PDD-27 or the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from DHEC have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Reserved.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other

address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

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

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

And to Developer: Sinacori Builders, LLC
Attn: Russ Sinacori
P.O. Box 471785
Charlotte, NC 28247

With Copy to: Sinacori Builders, LLC
Attn: John H. Carmichael
Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to the Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after making the finding and determination of a material breach, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, (iii) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. Unless otherwise provided in this Agreement, the rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect on that date when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer (the "Effective Date"). If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m. on that date that is seventy (70) days after the date on which this Agreement is approved by the Lancaster County Council, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below found.

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

_____)

COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sinacori Builders, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Bob Bundy, Chair, County Council

Date: _____

By: _____
Steve Harper, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: _____

Exhibit A
Property Description

Avondale Development

Tax Map No. 1 – 0005-00-077.00
Tax Map No. 2 – 0005-00-076.00
Tax Map No. 3 – 0005-00-075.01
Tax Map No. 4 – 0005-00-075.00
Tax Map No. 5 – a portion of 0005-00-074.03
Tax Map No. 6 – 0005-00-093.04
Tax Map No. 7 – 0005-00-093.05
Tax Map No. 8 – 0005-00-092.00
Tax Map No. 9 – 0005-00-091.03
Tax Map No. 10 – 0005-00-091.00
Tax Map No. 11 – 0005-00-089.00
Tax Map No. 12 – 0005-00-089.01
Tax Map No. 13 – 0005-00-083.00
Tax Map No. 14 – 0005-00-079.01
Tax Map No. 15 – 0005-00-078.00

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	July 1, 2017	February 28, 2018
Phased Land Development	March 1, 2018	November 30, 2021
Home Construction Starts	September 1, 2018	December 31, 2024
Year 1 Home Closings – Approx. 146 per year	January 1, 2019	December 31, 2019
Year 2 Home Closings – Approx. 146 per year	January 1, 2020	December 31, 2020
Year 3 Home Closings – Approx. 146 per year	January 1, 2021	December 31, 2021
Year 4 Home Closings – Approx. 146 per year	January 1, 2022	December 31, 2022
Year 5 Home Closings – Approx. 146 per year	January 1, 2023	December 31, 2023

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to seven hundred and thirty (730) residential units, comprising: Up to 365 single-family detached units, up to 165 multi-family townhomes, and up to 200 multi-family senior residences, as further described in the PDD-27, see Sections 6, 7, 8 and 11, and the Master Plan for PDD-27.

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Hawfield Trust (Tax Map No. 0005-00-077.00); Hawfield Group LLC (Tax Map No. 0005-00-076.00); Withers (Tax Map No. 0005-00-075.01); Withers (Tax Map No. 0005-00-075.00); Moore (portion of Tax Map No. 0005-00-074.03); Hood (Tax Map No. 0005-00-093.04); Devinney (Tax Map No. 0005-00-093.05); Hudson (Tax Map No. 0005-00-092.00); Patterson, Alan (Tax Map No. 0005-00-091.03); Smith (Tax Map No. 0005-00-091.00); Harvell (Tax Map No. 0005-00-089.00); Harvell (Tax Map No. 0005-00-089.01); Patterson, Carl (Tax Map No. 0005-00-083.00); Blakely (Tax Map No. 0005-00-079.01); and Owsley (Tax Map No. 0005-00-078.00).

(B) the duration of the agreement which must comply with Code Section 6-31-40. See Section 1.10.

(C) a representation by the developer of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.

(D) the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property. See Section 1.05.

(E) the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height. See Section 1.06.

(F) a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer. See Article IV.

(G) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. See Section 4.01C and Section 4.04(A)(1)(e). Developer also agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.*

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(P) *a provision relating to the amendment, cancellation, modification or suspension of the agreement. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Sections 1.09(B) and (C), Section 3.05 and Section 5.14.*

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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Master Plan

NOTICE OF PUBLIC HEARING

Lancaster County Planning Commission

The Lancaster County Planning Commission has scheduled a public hearing for Tuesday, October 18, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Development Agreement (Avondale Development) by and between Sinsori Builders, LLC and Lancaster County, South Carolina. This public hearing is one of the two required public hearings for the proposed Development Agreement (Avondale Development). County Council will hold the second public hearing on the proposed Development Agreement (Avondale Development) on Monday, November 28, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the proposed Development Agreement (Avondale Development). The property subject to the proposed Development Agreement (Avondale Development) is approximately 179.33 acres and is located in the Indian Land area of the County between Calvin Hall Road and Hanburg Road. The tax map numbers for the property are 0005-00-077.00, 0005-00-076.00, 0005-00-075.01, 0005-00-075.00, 0005-00-074.03 (portion), 0005-00-093.04, 0005-00-093.05, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-089.00, 0005-00-089.01, 0005-00-083.00, 0005-00-079.01, and 0005-00-078.00. The development uses proposed on the property are a mix comprised of a combination of residential (single-family detached and multi-family townhouse residences), senior residences and uses and accessory commercial, retail and services uses, civic and institutional uses and open space uses. A copy of the proposed Development Agreement (Avondale Development) may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF PUBLIC HEARING

Lancaster County Council

The Lancaster County Council has scheduled a public hearing for Monday, November 28, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Development Agreement (Avondale Development) by and between Sinsori Builders, LLC and Lancaster County, South Carolina. This public hearing is one of the two required public hearings for the proposed Development Agreement (Avondale Development). The Lancaster County Planning Commission will hold a public hearing on the proposed Development Agreement (Avondale Development) on Tuesday October 18, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the proposed Development Agreement (Avondale Development). The property subject to the proposed Development Agreement (Avondale Development) is approximately 179.33 acres and is located in the Indian Land area of the County between Calvin Hall Road and Hanburg Road. The tax map numbers for the property are 0005-00-077.00, 0005-00-076.00, 0005-00-075.01, 0005-00-075.00, 0005-00-074.03 (portion), 0005-00-093.04, 0005-00-093.05, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-089.00, 0005-00-089.01, 0005-00-083.00, 0005-00-079.01, and 0005-00-078.00. The development uses proposed on the property are a mix comprised of a combination of residential (single-family detached and multi-family townhouse residences), senior residences and uses and accessory commercial, retail and services uses, civic and institutional uses and open space uses. A copy of the proposed Development Agreement (Avondale Development) may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT NOTICE OF PUBLIC HEARINGS LANCASTER COUNTY, SOUTH CAROLINA

Pursuant to S.C. Code §11-31-50 and Ordinance No. 663, the Lancaster County Council gives notice of its intent to consider a proposed Development Agreement (Avondale Development) by and between Sinsori Builders, LLC and Lancaster County, South Carolina. Two public hearings will be held on the proposed Development Agreement (Avondale Development). The Lancaster County Planning Commission will hold a public hearing on the proposed Development Agreement (Avondale Development) on Tuesday, October 18, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. In addition to the Planning Commission, a public hearing will be held by the Lancaster County Council on Monday, November 28, 2016, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

The property subject to the proposed Development Agreement (Avondale Development) is approximately 179.33 acres and is located in the Indian Land area of the County between Calvin Hall Road and Hanburg Road. The tax map numbers for the property are 0005-00-077.00, 0005-00-076.00, 0005-00-075.01, 0005-00-075.00, 0005-00-074.03 (portion), 0005-00-093.04, 0005-00-093.05, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-089.00, 0005-00-089.01, 0005-00-083.00, 0005-00-079.01, and 0005-00-078.00. The development uses proposed on the property are a mix comprised of a combination of residential (single-family detached and multi-family townhouse residences), senior residences and uses and accessory commercial, retail and services uses, civic and institutional uses and open space uses. A copy of the proposed Development Agreement (Avondale Development) may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1419

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND CENTRAL WIRE, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings.

The Council finds that:

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

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

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

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

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

Section 2. Approval of Credit Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Cost-Benefit Findings.

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

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

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

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

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

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

Section 5. Approval and Execution of Credit Agreement.

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

Section 6. Economic Development Fund.

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

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

Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

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

Exhibit A to Ordinance No. 2016-1419

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

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

CENTRAL WIRE, INC.

**DATED
AS OF
NOVEMBER 28, 2016**

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AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this "Agreement") is made and entered into as of November 28, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and CENTRAL WIRE, INC., a Pennsylvania corporation (the "Company").

WITNESSETH:

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

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

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

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

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

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

ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS

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

SECTION 1.2 *Definitions.*

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

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

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

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

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

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

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

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

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

“Documents” means the Ordinance and this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

ARTICLE II LIMITATION OF LIABILITY

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

ARTICLE III REPRESENTATIONS AND COVENANTS

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

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

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

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

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

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

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

SECTION 4.2 *Special Source Revenue Credit.*

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

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

SECTION 4.3 *Clawbacks.*

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

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

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

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

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

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

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

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

ARTICLE V EFFECTIVE DATE

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

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1 Confidential Information.

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

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

SECTION 6.2 *Indemnification Covenants.*

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

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

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

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

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

ARTICLE VIII COMPANY OPTION TO TERMINATE

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

ARTICLE IX
MISCELLANEOUS

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

If to the Company:

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

With a copy to:

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

To the County:

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

With Copy to:

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

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

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

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

SECTION 9.4 *Reserved.* Reserved.

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

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

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

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

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

SECTION 9.10 *Filing of Reports and Certifications.*

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

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

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

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

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

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

SECTION 9.13 *Administrative Expenses*

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

CENTRAL WIRE, INC.

By: _____

Name: _____

Title: _____

The Lancaster News

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

NOTICE OF PUBLIC
HEARING
Lancaster County Council
A public hearing has been
scheduled by the Lancaster
County Council for Monday,
November 28, 2016, at
6:30 p.m. in the Lancaster
County Council Chambers,
second floor, County
Administration Building,
101 North Main Street,
Lancaster, South Carolina,
or at such other location
in or around the complex
posted at the main entrance.
The purpose of the public
hearing is to receive public
comment on an ordinance,
Ordinance No. 2016-1419,
titled "AN ORDINANCE
TO AUTHORIZE THE
EXECUTION AND
DELIVERY OF A SPECIAL
SOURCE REVENUE
CREDIT AGREEMENT
BY AND BETWEEN
LANCASTER COUNTY
AND CENTRAL WIRE,
INC. PROVIDING FOR
SPECIAL SOURCE
REVENUE CREDITS
TO EXPRESS THE
INTENTION OF COUNCIL
TO PROVIDE MONIES
TO THE ECONOMIC
DEVELOPMENT FUND;
AND TO PROVIDE
FOR OTHER MATTERS
RELATED THERETO." At
the public hearing and any
adjournment of it, all inter-
ested persons may be heard
either in person or by their
designee.
415-135-1W Nelson Mullins
Bill

This is to certify that the attached Legal Notice was published in The Lancaster
News in the issue of 11/9/16



Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2016-1420

AN ORDINANCE

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

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

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

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

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

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

Section 2. **Approval of amendment.**

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

Properties included pursuant to Lancaster County Ordinance No. 2016-1420, enacted on November 28, 2016, and Chesterfield County Resolution No. 2016-___, enacted on _____, 2016:

1552 Cedar Pines Lake Road

Tax Map No.

Owner

0063-00-067.00

Central Wire, Inc.

Section 3. **Preparation of amended Park Agreement.**

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

Section 4. **Conflicting provisions.**

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

Section 5. **Severability.**

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

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

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And it is so ordained, this 28th day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

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

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The Lancaster News

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

A public hearing has been scheduled by the Lancaster County Council for Monday, November 28, 2016, at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on an ordinance, Ordinance No. 2016-1420, titled "AN ORDINANCE TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH SEPTEMBER 12, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (CENTRAL WIRE FENC.) AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." At the public hearing, and any adjournment of it, all interested persons may be heard either in person or by their designee.

NOTICE OF PUBLIC
HEARING
Lancaster County Council

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 11/9/16

Karen D. Graham

Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE NO. 2016-1421

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2016-1398, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 (FY 2016-2017), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

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

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

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

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

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

Animal Shelter Fees Section 1.01

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

Clerk of Court Section 5

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

<u>FOIA Research Time</u>	Per Hour	Not to exceed \$15
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Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea N. Gardner, Deputy Clerk to Council

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

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1422

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AN ORDINANCE

TO AMEND APPENDIX B OF THE LANCASTER COUNTY CODE (UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY), RELATING TO ZONING AND LAND DEVELOPMENT REGULATIONS, SO AS TO REWRITE, UPDATE AND FURTHER PROVIDE FOR THE REGULATIONS GOVERNING LAND USE IN LANCASTER COUNTY; TO APPROVE AND ADOPT THE LANCASTER COUNTY OFFICIAL ZONING MAP; TO REPEAL THE LANCASTER COUNTY AIRPORT SAFETY HEIGHT ORDINANCE; TO REPEAL THE FLOOD DAMAGE PREVENTION ORDINANCE OF LANCASTER COUNTY, SOUTH CAROLINA; TO REPEAL THE LANCASTER COUNTY MOBILE HOMES AND MODULAR HOMES ORDINANCE; TO REPEAL CERTAIN PROVISIONS IN CHAPTER 26 OF THE LANCASTER COUNTY CODE, ALL RELATING TO ROADS, BRIDGES AND PUBLIC WAYS.

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

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

2. pursuant to the authority granted to the County by the State Planning Law, the County provided for zoning and land development regulations in the County by the adoption of Ordinance No. 309 in 1998 and Ordinance No. 328 in 1999, all known as the Unified Development Ordinance of Lancaster County (the "199_UDO");

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

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

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

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

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

8. numerous opportunities were provided throughout the process for receiving meaningful input from the general public and stakeholders:

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

b. Stakeholders were identified and included those with land planning interests, developers and builders, surveyors, utility companies, commercial and industrial interests, governmental entities, and rural and urban interests;

c. Focus groups were used to obtain input from stakeholders and others;

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

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

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

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

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

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

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

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

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

Section 3. Repeal of Airport Safety Height Ordinance.

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

Section 4. Repeal of Flood Damage Prevention Ordinance.

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

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

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

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

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

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

Section 7. Savings Clause.

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

Section 8. Severability.

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

Section 9. Conflicting Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this 28th day of November, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea N. Gardner, Deputy Clerk to Council

First Reading:	October 24, 2016	Passed 5-1
Second Reading:	November 14, 2016	Passed 5-1
Public Hearing:	November 14, 2016	
Third Reading:	November 28, 2016	Tentative

Exhibit A to Ordinance No. 2016-1422

Appendix B – Unified Development Ordinance

Chapter 1 – Introductory Provisions

1.1 LEGAL PROVISIONS

1.1.1 TITLE

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

Agenda Item Summary

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

Issue for Consideration:

To amend County Code section 2-229 which sets capitalization thresholds.

Points to Consider:

Section 2-229 establishes capitalization thresholds for accounting purposes. Since there is no other such document, it also is used for the Capital Improvement Plan.

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

The existing accounting thresholds will remain unchanged by this ordinance.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the ordinance.

Staff Recommendation:

Approve the ordinance.

Committee Recommendation:

Favorable by the Administration Committee..

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1423

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

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

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

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

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

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

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

Capital Asset Class	Threshold	Useful Life
Buildings and Improvements	\$50,000	40 years
Vehicles	5,000	5—15 years

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

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

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

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

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

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

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1424

AN ORDINANCE

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

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

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

- (a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "Code"), and the results of a referendum held in accordance therewith, the County Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.
- (b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.
- (c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for infrastructure benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.
- (d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.
- (e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.
- (f) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State of South Carolina (the "State") may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Delegation of Authority to Determine Certain Matters Relating to the Bond. Without further authorization, the County Council hereby delegates to the County Administrator the authority to determine (a) the par amount of the Bond; (b) the payment schedule of the Bond and the respective principal amounts due on such dates; (c) the interest payment dates of the Bond; (d) redemption provisions, if any, for the Bond; and (e) the time and date of sale of the Bond. The County Council further delegates to the County Administrator or his lawfully-authorized designee the authority to receive bids on behalf of Council and the authority to award to Bond to the low bidder therefor, provided the interest rate does not exceed 3%. After the sale of the Bond, the County Administrator shall submit a written report to County Council setting forth the details of the Bond as set forth in this paragraph.

SECTION 3. Authorization and Details of Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not exceeding Six Hundred Seventy-five Thousand Dollars (\$675,000) aggregate principal amount general obligation bond of the County to be designated "(Amount Issued) General Obligation Bond, Series 2017A, of Lancaster County, South Carolina" (the "Bond"), for the purpose set forth in Section 1(r).

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

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

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

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

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

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

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

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

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

SECTION 9. Initiative and Referendum. The County Council hereby delegates to the County Administrator the authority to determine whether the Notice prescribed under the provisions of Section 5 of Title 11, Chapter 27 of the Code relating to the initiative and referendum provisions contained in Title 4, Chapter 9, Article 13 of the Code shall be given with respect to this Ordinance. If said Notice is given, the County Administrator or his lawfully-authorized designee is authorized to prescribe the form of the Notice and cause such Notice to be published in a newspaper of general circulation in the County, such notice in the form attached hereto as Exhibit D.

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

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

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

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bond is outstanding;

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

(c) make such reports of such information at the time and places required by the IRC.

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

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

SECTION 15. Repeal of Conflicting Ordinances. All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bond are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 16. Codification. This Ordinance shall be forthwith codified in the Code of County Ordinances in the manner required by law.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

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

FORM OF BOND

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

\$ _____

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

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

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

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

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

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

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

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Chairman, County Council

ATTEST:

Clerk, County Council

REGISTRATION

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

Dated this _____ day of _____, 2017.

Clerk, County Council, Lancaster County,
South Carolina

FORM OF NOTICE OF SALE

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

Bank Interest Deduction Eligible

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF NOTICE OF PUBLIC HEARING

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

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

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

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

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

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF NOTICE

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1425

AN ORDINANCE

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

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

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

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

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

Section 1. The Lancaster County Economic Development Advisory Board hereby is established;

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

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

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

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

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

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

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

AND IT IS SO ORDAINED

Dated this _____ 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: November 14, 2016
Second Reading: November 28, 2016
Third Reading: December 12, 2016

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1426

AN ORDINANCE

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

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

Section 1. Findings.

The Lancaster County Council finds that:

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

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

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

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

Section 2. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

Section 3. Cost-Benefit Findings.

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

(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 \$_____; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$_____ after application of incentives; (iii) construction benefit of \$_____; (iv) facility operation benefit of \$_____; (v) employee benefit of \$_____; and (vi) visitor benefit of \$_____. The total benefit is estimated at \$_____;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$ ____; (ii) operational costs of \$ ____; and (iii) employee costs of \$ _____. The total cost is estimated at \$ _____.

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

(d) The value of the FILOT incentive to the Company is estimated at \$ _____ and the special source revenue credits at \$ _____.

Section 4. Approval and Execution of Lease Amendment.

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

Section 5. Approval and Execution of Fee Agreement Amendment.

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

Section 6. Economic Development Fund.

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

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

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

Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

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

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Exhibit A to Ordinance No. 2016-1426

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

See attached.

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

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment to Lease Agreement") is made and entered into as of _____, by and between **LANCASTER COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "County Council") as governing body of the County, and **LTRR REALTY, LLC**, a South Carolina limited liability company (the "Company").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.01. Term.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Bob Bundy
Chair, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

LTRR REALTY, LLC

By: _____
Name: _____
Its: _____

1336501v1

[Signature Page to Amendment to Lease Agreement]

Exhibit B to Ordinance No. 2016-1426

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

See attached.

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

AMENDMENT DATED AS OF
[]

AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the "Amendment") is made and entered into as of [_____], by and between **LANCASTER COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "County Council") as governing body of the County, and **PCI GROUP, INC.**, a New York corporation (the "Company").

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

“Amendment to Fee Agreement” shall mean this Amendment to Fee Agreement, dated as of [_____], between the County and the Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Bob Bundy
Chair, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

PCI GROUP, INC.

By: _____
Name: _____
Its: _____

1336498v1

[Signature Page to Amendment of Fee Agreement]

WCSR 37550231v1

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2016-1427

AN ORDINANCE

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

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

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

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

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

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

Section 2. **Approval of amendment.**

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

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

11632 Harrisburg Road

Tax Map No.

Owner

0002-00-028.00

LTRR Realty, LLC/

Section 3. **Preparation of amended Park Agreement.**

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

Section 4. **Conflicting provisions.**

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

Section 5. **Severability.**

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

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

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

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1428

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

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

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

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

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

Section 3. Authority to Act.

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

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ____ day of December, 2016

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Interim Clerk to Council

First Reading: November 14, 2016

Second Reading: November 28, 2016

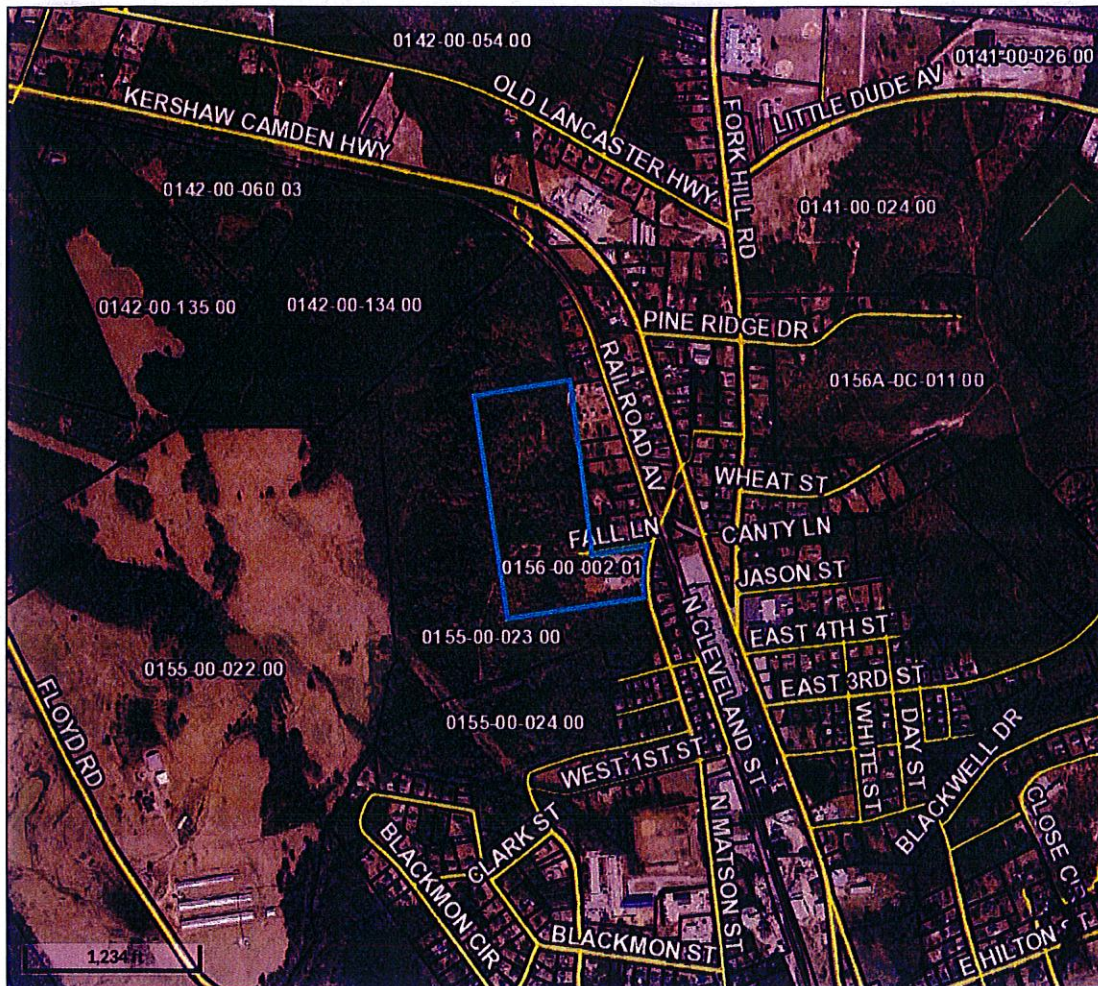
Third Reading: December 12, 2016

Public Hearing: December 12, 2016

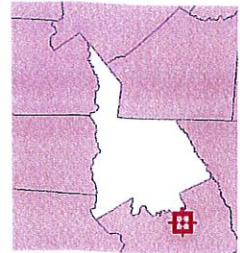
Passed 6-0

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

See attached.



Overview



Legend

-  Parcel Numbers
-  Parcels
-  Roads
-  Railroad

Parcel ID	0156-00-002.01	Owner	LANCASTER COUNTY		Last 2 Sales		
Class Code	Exempt		PO BOX 1809		Date	Price	Reason
Taxing District			LANCASTER, SC 29721		3/5/2004	\$40000	PROPERTY SPLITS
	Lancaster	Physical Address	0 HWY 521		n/a	\$0	n/a
Acres	25	Assessed Value					Qual
							U
							n/a

(Note: Not to be used on legal documents)

Date created: 11/22/2016
Last Data Uploaded: 11/21/2016 8:53:30 PM

 Developed by
The Schneider Corporation

Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0941-R2016
Contact Person / Sponsor:	Hal Hiott
Department:	Parks and Recreation
Date Requested to be on Agenda:	November I&R Committee Meeting November 28, 2016 County Council Meeting

Issue for Consideration:

Donation of Heath Springs park property from Lancaster County School District.

Points to Consider:

This property has long been used by Parks and Recreation but was titled to the School District.

The transfer of the title will help clear up ownership, insurance, and liability issues.

We will need to split one parcel and grant an access easement to the School District as part of the transfer.

Funding and Liability Factors:

N/A on costs; we already fund operations at the site.

We already have operational insurance and the change in ownership will help clarify the insurance situation.

Council Options:

Accept or reject the donation.

Staff Recommendation:

Accept the donation.

Committee Recommendation:

Favorable from Infrastructure and Regulation Committee.

RESOLUTION NO. 0941-R2016

APPROVING THE ACQUISITION OF HEATH SPRINGS PARKS AND RECREATION LAND FROM THE LANCASTER COUNTY SCHOOL DISTRICT AND NOTING THAT CERTAIN FIELDS ARE NO LONGER IN USE BY PARKS AND RECREATION.

Section 1. Approval for Land Acquisition from the Lancaster County School District.

Section 2. Heath Springs Site.

All that certain piece, parcel or lot of land, with all improvements lying thereon, lying being and situate in Heath Springs Township, Lancaster County, South Carolina, being more particularly shown, described and designated as Tax Map Numbers: 0133I-0L-009.00 and a portion of 0133P-0C-013.00. Lancaster County Parks and Recreation will have a survey completed so that the parking lot area is transferred to Lancaster County while the portion of the parcel containing the storage building remains with the Lancaster County School District. The survey will show an access easement through the parking area in favor of the School District.

Section 3. *Further acts.*

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney, Parks and Recreation Director and all other appropriate officials of the County are each authorized and directed to do any and all things necessary to effect the acquisition of the parcel.

Section 4. *Abandonment of School Property Formerly Used by Parks and Recreation.*

The fields at South Middle School, formerly utilized by Lancaster Parks and Recreation, are no longer in use. The School District is retaining this property and county staff will remove the old fencing and light poles.

Section 5. *Effective date.*

This Resolution is effective upon its adoption.

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

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

Approved as to form:

John Weaver, County Attorney



Agenda Item Summary

Ordinance # / Resolution#: Resolution 0942-R2016
Contact Person / Sponsor: Steve Willis
Department: Administration
Date Requested to be on Agenda: November 28, 2016

Issue for Consideration:

Adoption of updated FAA Capital Improvement Plan and authorization to sign and execute a FAA pre-application.

Points to Consider:

The FAA has notified Lancaster County it is time to update the FAA Capital Improvement Plan for the Lancaster County Airport.

The attached CIP sheet comes as a recommendation from the Airport Commission.

Tied to the CIP is a request to sign a Pre-application for Federal Assistance related to the construction of the heavy aircraft apron as well as a pre-application for a smaller aircraft apron rehabilitation project.

Funding and Liability Factors:

The construction pre-application covers a \$1,752,135 project. The federal share of the project is \$1,576,922; the state share is \$87,607; and the local cash match will be \$87,607.

The rehabilitation pre-application covers a \$100,000 project. The federal share of the project is \$90,000; the state share is \$5,000; and the local cash match will be \$5,000.

Council Options:

Approve or deny the Resolution.

Staff Recommendation:

Approval of the Resolution.

Committee Recommendation:

Favorable from the Infrastructure and Regulation Committee as well as the Airport Commission.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 0942-R2016

A RESOLUTION

**ADOPTING THE UPDATED LANCASTER COUNTY AIRPORT FEDERAL AVIATION
ADMINISTRATION CAPITAL IMPROVEMENT PLAN AND APPROVING THE SIGNING OF
A PRE-APPLICATION FOR FEDERAL ASSISTANCE FOR AN AIRCRAFT APRON
EXPANSION.**

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

Section 1. Approval of the Updated Lancaster County Airport Capital Improvement Plan.

Pursuant to the recommendation of the Lancaster County Airport Commission, the attached document entitled Lancaster County Airport (LKR) FY 2018 – FY 2022 Capital Improvement Plan is adopted by Lancaster County.

Section 2. Approval to Sign Pre-application for Federal Assistance.

The County Administrator and all other appropriate officials of the County are each authorized to sign and execute the Pre-application for Federal Assistance related to the construction of a heavy aircraft apron at the Lancaster County Airport.

The County Administrator and all other appropriate officials of the County are each authorized to sign and execute the Pre-application for Federal Assistance related to the rehabilitation of an existing aircraft apron at the Lancaster County Airport.

Section 3. *Authorization to Commit to Local Grant Match.*

For the construction pre-application the County Administrator is directed to include the required local cash match of \$87,607 in the Fiscal Year 2017-2018 budget request. The total project amount \$1,752,135 with a federal share of \$1,576,922 and a state share of \$87,607.

For the rehabilitation pre-application the County Administrator is directed to include the required local cash match of \$5,000 in the Fiscal Year 2018-2019 budget request. The total project amount \$100,000 with a federal share of \$90,000 and a state share of \$5,000.

Section 4. **Effective date.**

This Resolution is effective upon its adoption.

And it is so resolved, this 28th day of November, 2016

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Chelsea Gardner, Deputy Clerk to Council

Approved as to form:

John Weaver, County Attorney

Lancaster County Airport (LKR) FY 2018 - FY 2022 Capital Improvement Plan (CIP)

FY 2015, FY2016, and FY 2017 shown for reference

Fiscal Year	Project	Priority	Phase	Area/Use	Cost	FAA Share	SCAC Share	Sponsor Share
2015	Apron Expansion	1	Design	Apron	\$175,000	\$157,500	\$8,750	\$8,750
	Total				\$175,000	\$157,500	\$8,750	\$8,750
	Entitlements				\$150,000 + \$0	\$157,500	=	-\$7,500
2016	<i>Carryover Entitlements toward Apron Expansion Construction</i>							
	Total				\$0	\$0	\$0	\$0
	Entitlements				-\$7,500 + \$150,000	- \$0	=	\$142,500
2017	Apron Expansion	1	Construction	Apron	\$1,752,135	\$1,576,922	\$87,607	\$87,607
	Total				\$1,752,135	\$1,576,922	\$87,607	\$87,607
	Entitlements				\$142,500 + \$150,000	- \$1,576,922	=	-\$1,284,422
2018	Apron Rehabilitation	1	Design	Apron	\$100,000	\$90,000	\$5,000	\$5,000
	Total				\$100,000	\$90,000	\$5,000	\$5,000
	Entitlements				\$0 + \$150,000	- \$90,000	=	\$60,000
2019	Apron Rehabilitation	1	Construction	Apron	\$400,000	\$360,000	\$20,000	\$20,000
	Total				\$400,000	\$360,000	\$20,000	\$20,000
	Entitlements				\$60,000 + \$150,000	- \$360,000	=	-\$150,000
2020	Terminal Area Plan	1	Planning	Terminal	\$80,000	\$72,000	\$4,000	\$4,000
	Total				\$80,000	\$72,000	\$4,000	\$4,000
	Entitlements				\$0 + \$150,000	- \$72,000	=	\$78,000
2021	Terminal Building	1	Design	Terminal	\$200,000	\$180,000	\$10,000	\$10,000
	Total				\$200,000	\$180,000	\$10,000	\$10,000
	Entitlements				\$78,000 + \$150,000	- \$180,000	=	\$48,000
2022	Terminal Building	1	Construction	Terminal	\$1,000,000	\$198,000	\$401,000	\$401,000
	Total				\$0	\$198,000	\$401,000	\$401,000
	Entitlements				\$48,000 + \$150,000	- \$198,000	=	\$0
Total FY 2018 - FY 2022 FAA Funding						\$900,000		

Note: Apron expansion construction is estimated to require \$1,284,422 in State Apportionment Funding for federal fiscal year 2017.

Note: SCAC participates in funding construction of terminal buildings at 50% of the non-federal share up to \$500,000 (see federal fiscal year 2022).

Application for Federal Assistance SF-424

* 1. Type of Submission <input checked="" type="radio"/> Preapplication <input type="radio"/> Application <input type="radio"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision		* If Revision, select appropriate letter(s): * Other (Specify)	
* 3. Date Received:		4. Application Identifier			
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier:		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: Lancaster County, SC					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000370			* c. Organizational DUNS: 08-686-6944		
d. Address:					
* Street 1: 101 North Main Street Street 2: * City: Lancaster County: Lancaster * State: South Carolina Province: Country: United States * Zip/Postal Code: 29720					
e. Organizational Unit:					
Department Name: Lancaster County, South Carolina			Division Name: Lancaster County Airport		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. Middle Name: T. * Last Name: Moses Suffix: Title: Airport Manager First Name: Paul Organizational Affiliation:					
* Telephone Number: (803) 285-1513			Fax Number: (803) 283-4787		
* Email: pmoses@lancastercountysc.net					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

Title:

13. Completion Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Lancaster, South Carolina
Lancaster County, South Carolina

* 15. Descriptive Title of Applicant's Project:

Aircraft Parking Apron Expansion (Construction and Construction Phase Services)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 5th

* b. Program/Project: 5th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 05/08/17

* b. End Date: 10/05/17

18. Estimated Funding (\$):

* a. Federal	\$1,576,922
* b. Applicant	\$87,607
* c. State	\$87,607
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	\$1,752,136

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☒ a. This application was made available to the State under E. O. 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)

- ☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Steve

Middle Name:

* Last Name: Willis

Suffix:

* Title: County Administrator

* Telephone Number: (803) 416-9300

Fax Number:

* Email: swillis@lanastercountysc.net

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanaton**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL	
1. Federal Domestic Assistance Catalog Number:	20-106
2. Functional or Other Breakout:	

SECTION B - CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$2,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			\$85,500
6. Project inspection fees			\$137,500
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			\$1,527,135
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$1,752,135
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$1,752,135
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$1,752,135
19. Federal Share requested of Line 18			\$1,576,922
20. Grantee share			\$87,607
21. Other shares			\$87,607
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$1,752,135

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	\$87,607
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$87,607
25. Other Shares	Amount
a. State	\$87,607
b. Other	
c. TOTAL - Other Shares	\$87,607
26. TOTAL NON-FEDERAL FINANCING	\$175,214

SECTION E - REMARKS
(Attach sheets if additional space is required)

LINE ITEM BREAKDOWN
SECTION B - CALCULATION OF FEDERAL GRANT
LANCASTER AIRPORT

	AIRCRAFT PARKING APRON EXPANSION (CONSTRUCTION)
<u>Line Item 1 - Administration Expenses</u>	
Lancaster County Administration Expenses (estimated)	\$2,000
	\$2,000
<u>Line Item 4 - A/E Basic Fees</u>	
None	\$0
	\$0
<u>Line Item 5 - Other A/E Fees</u>	
Bidding	\$11,000
Construction Administration Expenses	\$42,500
Record Drawings and Closeout	\$5,000
3 Year DBE Plan and DBE Report	\$15,000
ALP Update (Redline ALP Sheet Only)	\$2,000
Grant Services	\$10,000
	\$85,500
<u>Line Item 6 - Project Inspection Fees</u>	
Resident Project Representative (5 months est)	\$100,000
QA Testing (5 months est)	\$37,500
	\$137,500
<u>Line Item 11 - Construction</u>	
Aircraft Parking Apron Expansion Construction (est)	\$1,527,135
	\$1,527,135
TOTAL PROJECT	\$1,752,135
FAA ELIGIBLE	\$1,752,135
FAA SHARE (90%)	\$1,576,922
STATE SHARE	\$87,607
LOCAL SHARE	\$87,607

PART IV - PROGRAM NARRATIVE

PROJECT: Aircraft Parking Apron Expansion (Construction)

AIRPORT: Lancaster County Airport (LKR)

1. Objective:

Lancaster County respectfully requests FY17 AIP funds to be used for the construction of an aircraft apron expansion. The current aircraft parking apron at Lancaster County Airport has a PCN value ranging from 7 to 11 (from SCAC Pavement Study). Runway 6-24 has a PCN of 15 resulting from the concrete overlay completed a few years ago. With this pavement strength and a length of 6000 feet the runway allows Lancaster County Airport to serve heavier general aviation aircraft such as the Falcon 50, Falcon 900, Falcon 2000, Citation X and Challenger CL-604. The parallel taxiway system received an overlay in the summer of 2015 as part of FAA Grant 3-45-0034-017-2014 that increased the PCN of the taxiway to be relatively close to that of the runway. The existing parking apron, however, still has a lower PCN value which will either limit usage by these larger aircraft or will result in damage and shortened pavement life. Strengthening of the apron would be expensive, since much of the work would require reconstruction due to grade restraints at hangar doors and tie points. Therefore this preapplication proposes to construct a new apron expansion north of the terminal apron for use by the larger, heavier aircraft and limit the usage of the existing apron to lighter aircraft with ACN values at or below the PCN values for the existing pavements. The geometry and pavement design for the new apron has been designed to accommodate Airplane Design Group II (ADG-II) and fillets designed for Taxiway Design Group 2 (TDG-2) aircraft. The apron expansion will be approximately 220' wide x 240' long (Base Bid) and 220' wide x 400' long (Base Bid and Additive Bid) to allow parking and maneuvering of several larger aircraft simultaneously.

2. Benefits Anticipated:

The new apron expansion will add additional parking area that is needed and help accommodate heavier aircraft using the airport.

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

Lancaster County Airport (LKR), Lancaster, SC

5. If Applicable, Provide Additional Information

6. Sponsor's Representative: (include address & telephone number)

Holt Consulting Inc., LLC.
2801 Devine Street, Suite 201
Columbia, SC 29205
803-771-4658



LANCASTER COUNTY
AIRPORT
LANCASTER, SOUTH CAROLINA

HOLT
CONSULTING COMPANY, LLC

Owner
LANCASTER COUNTY

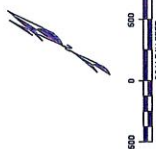
Engineer
R. HOUNSHELL

Checked by
R. HOUNSHELL

Drawn by
K. HOLT

Project Number
1001

Project Name
AIRPORT



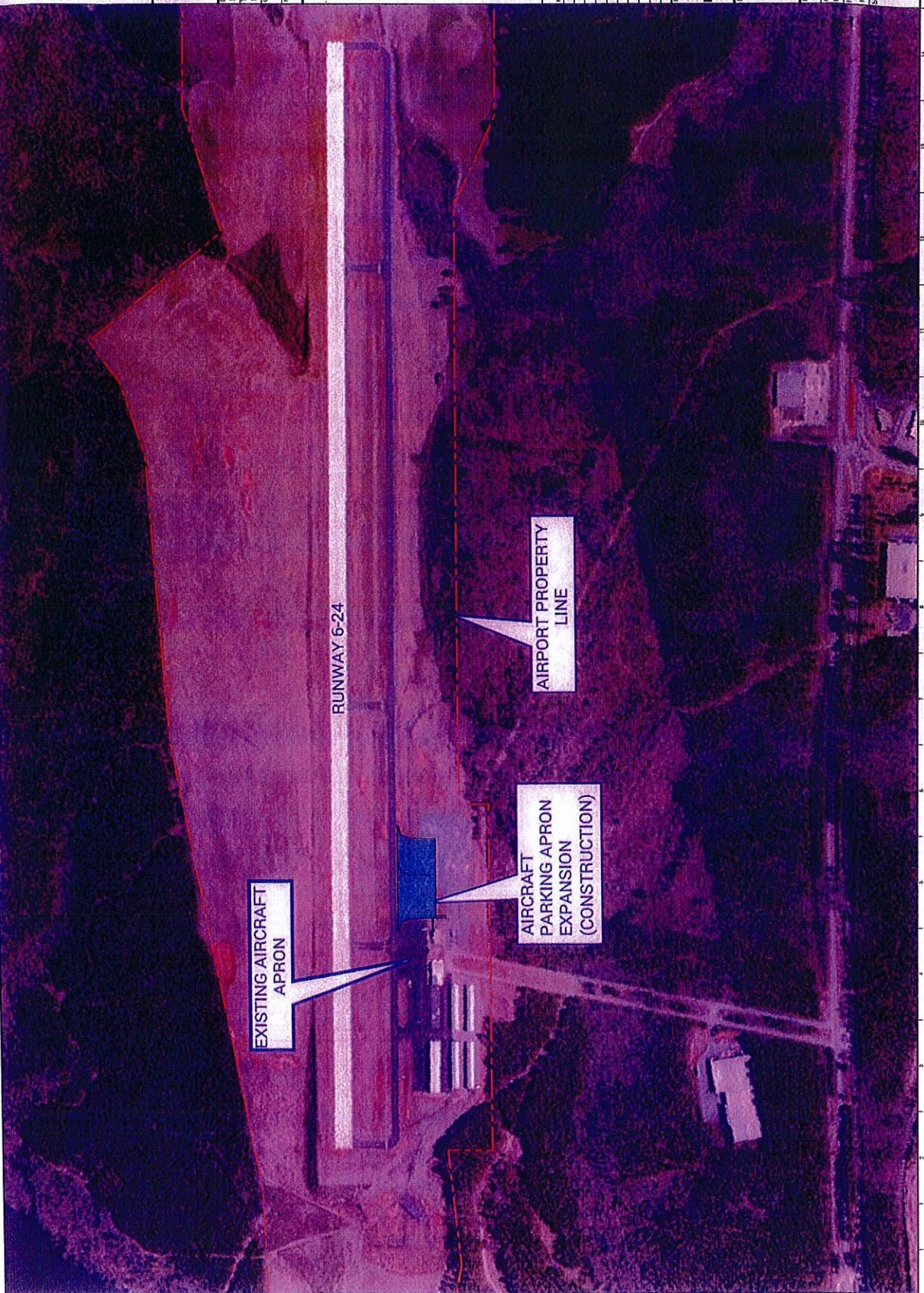
REVISIONS		Date	By
No.	Description		

Project Name
**AIRCRAFT PARKING APRON
EXPANSION (CONSTRUCTION)**

Drawing Name
**2017 PREAPPLICATION
REQUEST FOR AID
SKETCH**

PAALAP Project Number: 1001
CAD File: 1001-2017-Preapp-Sketch.dwg
Submitted / Review Date: NOVEMBER 2016
Reviewed by: [Signature]
Approved by: [Signature]

Sheet 1 of 1
SK-1
1" = 500'



Application for Federal Assistance SF-424		
* 1. Type of Submission <input checked="" type="radio"/> Preapplication <input type="radio"/> Application <input type="radio"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision * If Revision, select appropriate letter(s): * Other (Specify)
* 3. Date Received:		4. Application Identifier
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: Lancaster County, SC		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 57-6000370		* c. Organizational DUNS: 08-686-6944
d. Address:		
* Street 1: 101 North Main Street Street 2: * City: Lancaster County: Lancaster * State: South Carolina Province: Country: United States		
		* Zip/Postal Code: 29720
e. Organizational Unit:		
Department Name: Lancaster County, South Carolina		Division Name: Lancaster County Airport
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		First Name: Paul
Middle Name: T.		
* Last Name: Moses		
Suffix:		
Title: Airport Manager		
Organizational Affiliation:		
* Telephone Number: (803) 285-1513		Fax Number: (803) 283-4787
* Email: pmoses@lancastercountysc.net		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B. County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

Title:

13. Completion Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Lancaster, South Carolina
Lancaster County, South Carolina

* 15. Descriptive Title of Applicant's Project:

Apron Rehabilitation (Design and Bidding)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 5th

* b. Program/Project: 5th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 10/15/17

* b. End Date: 06/01/18

18. Estimated Funding (\$):

* a. Federal	\$90,000
* b. Applicant	\$5,000
* c. State	\$5,000
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	\$100,000

19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☒ a. This application was made available to the State under E. O. 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)

- ☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Steve

Middle Name:

* Last Name: Willis

Suffix:

* Title: County Administrator

* Telephone Number: (803) 416-9300

Fax Number:

* Email: swillis@lanastercountysc.net

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanaton**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL	
1. Federal Domestic Assistance Catalog Number:	20-106
2. Functional or Other Breakout:	

SECTION B - CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$1,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			\$73,000
5. Other Architectural engineering fees			\$26,000
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$100,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$100,000
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$100,000
19. Federal Share requested of Line 18			\$90,000
20. Grantee share			\$5,000
21. Other shares			\$5,000
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$100,000

SECTION C - EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share - Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	\$5,000
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$5,000
25. Other Shares	Amount
a. State	\$5,000
b. Other	
c. TOTAL - Other Shares	\$5,000
26. TOTAL NON-FEDERAL FINANCING	\$10,000

SECTION E - REMARKS
(Attach sheets if additional space is required)

LINE ITEM BREAKDOWN
SECTION B - CALCULATION OF FEDERAL GRANT
LANCASTER AIRPORT

	APRON EXPANSION REHABILITATION (DESIGN)
<u>Line Item 1 - Administration Expenses</u>	
Lancaster County Administration Expenses (estimated)	\$1,000
	\$1,000
<u>Line Item 4 - A/E Basic Fees</u>	
Apron Rehab (Design)	\$73,000
	\$73,000
<u>Line Item 5 - Other A/E Fees</u>	
Bidding	\$11,000
Survey and Geotechnical	\$10,000
Grant Services	\$5,000
	\$26,000
<u>Line Item 6 - Project Inspection Fees</u>	
None	\$0
	\$0
<u>Line Item 11 - Construction</u>	
None	\$0
	\$0
TOTAL PROJECT	\$100,000
FAA ELIGIBLE	\$100,000
FAA SHARE (90%)	\$90,000
STATE SHARE	\$5,000
LOCAL SHARE	\$5,000

PART IV - PROGRAM NARRATIVE

PROJECT: Apron Rehabilitation (Design)

AIRPORT: Lancaster County Airport (LKR)

1. Objective:

Lancaster County respectfully requests FY18 AIP funds to be used for the design of an apron rehabilitation project. The existing apron pavement gets continual use by single engine, multi-engine, and jet aircraft. However, in the past few years the apron has had a significant increase in jet aircraft that may have compromised the structural integrity of the pavement, which could accelerate the presence of Foreign Object Debris (FOD) or other safety concerns. Therefore, the objective of this project is to rehabilitate the pavement for primary use of single engine and multi-engine after the apron expansion project is complete.

2. Benefits Anticipated:

Rehabilitation of the apron pavement will extend the usable life cycle of the pavement. Maintaining the pavement infrastructure saves money over time and prevents the need for full depth reconstruction.

3. Approach: (See approved Scope of Work in Final Application)

4. Geographic Location:

Lancaster County Airport (LKR), Lancaster, SC

5. If Applicable, Provide Additional Information

6. Sponsor's Representative: (include address & telephone number)

Holt Consulting Inc., LLC.
2801 Devine Street, Suite 201
Columbia, SC 29205
803-771-4658



LANCASTER COUNTY
AIRPORT
LANCASTER, SOUTH CAROLINA

HOLT
CONSULTING COMPANY, LLC

Designated:	R. HOUNSHELL
Checked:	R. HOUNSHELL
Drawn:	K. HOLT
1507 Project Number:	LATL_GENERAL



500 0 500 1000
SCALE IN FEET

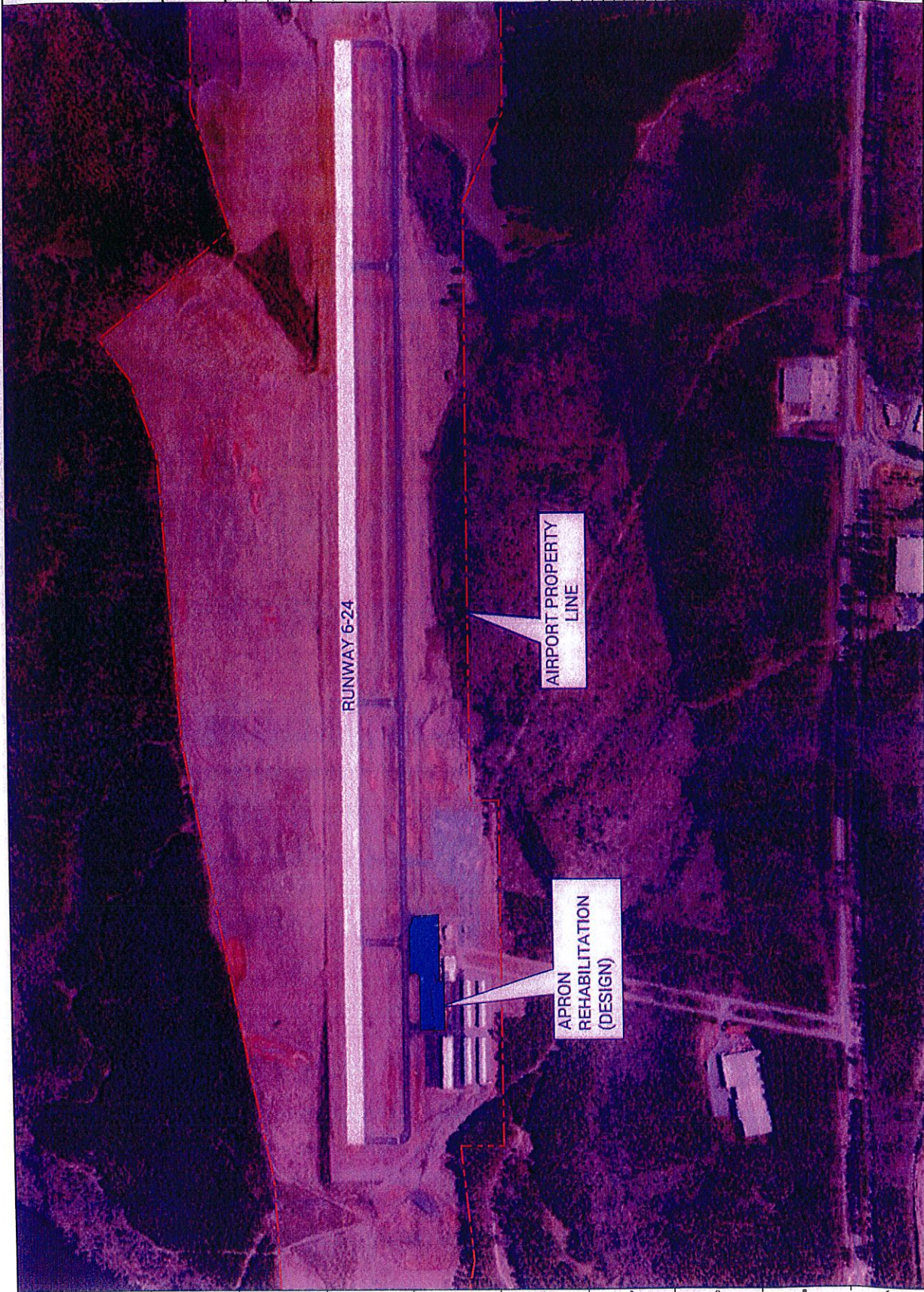
REVISIONS	
No.	Description

Project Name:
**APRON REHABILITATION
(DESIGN)**

Drawing Name:
**2018 PREAPPLICATION
REQUEST FOR AID
SKETCH**

FAA ACP Project Number:	COLUMBIA, SC
CAD File:	18APR2018-Preapp-Sketch.dwg
Printed:	Nov 14, 2018 - 4:00pm by R. Hounshell
Scale:	1" = 500'

SK-1
Sheet 1 of 1



Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 28, 2016

Issue for Consideration:

Adoption of County 2017 calendar.

Points to Consider:

We are required by state law to adopt and publish an annual calendar.

This version includes the items mentioned at the November 14th Council meeting.

Nothing prevents the calendar from being amended at a later date.

Funding and Liability Factors:

N/A

Council Options:

Approve as presented or amend the 2017 calendar. One must be adopted.

Staff Recommendation:

Approve as presented. A motion and vote by Council is needed.

Committee Recommendation:

N/A – this was discussed at the November 14th Council meeting.

Lancaster County Meeting and Holiday Schedule

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

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

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

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

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

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

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

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

February	Wednesday	February 8, 2017	August	Wednesday	August 9, 2017
April	Wednesday	April 12, 2017	October	Wednesday	October 11, 2017
June	Wednesday	June 14, 2017	December	Wednesday	December 13, 2017

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

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

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

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

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

January	Tuesday	January 31, 2017
March	Tuesday	March 28, 2017
May	Tuesday	May 30, 2017
July	Tuesday	July 25, 2017
September	Tuesday	September 26, 2017
November	Tuesday	November 28, 2017

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

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

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

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

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

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

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

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

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

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

Council Standing Committees

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

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

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

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

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

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

HOLIDAY OBSERVANCES FOR THE YEAR 2017

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

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Lauren Thomas
Department:	Health & Wellness Commission
Date Requested to be on Agenda:	November Administration Committee November 28, 2016 Council meeting

Issue for Consideration:

Grant application from Health and Wellness.

Points to Consider:

This is a grant request from the Health and Wellness Commission.

This is a 100% grant. No action is needed by Council; this is presented as information only.

A copy of the grant application is attached as information.

Funding and Liability Factors:

\$1,500 in grant funding. This is a 100% grant with no local match.

Council Options:

N/A, this is for information only.

Staff Recommendation:

N/A, this is for information only.

Committee Recommendation:

N/A, this is for information only.

AMERICA WALKS

Application for 2016 Every Body Walk! Micro Grants

America Walks and the Every Body Walk! Collaborative are excited to announce the second year of Micro Grant Funding. This program will award grantees up to \$1,500.00 for projects related to increasing walking and walkability.

Walkable communities lead to improved safety and health for community members of all backgrounds. They encourage broad involvement by all in the design and planning process, and are places where safe, accessible and delightful opportunities to be physically active are available to everyone. Neighbors in walkable communities are engaged with each other and schools, jobs and other valuable resources are within close proximity to where people live.

Most importantly, walking and walkability can help to bridge community divides and overcome existing disparities. To make and keep walking and walkability a priority in neighborhoods and communities so these benefits are available to all, a strong, connected group of local advocates and dedicated organizations are needed. This grant program aims to support and grow this network of advocates and organizations.

Funded projects will increase walking and benefits of walkability in communities, work to develop the walking movement by growing the number and diversity of people and organizations pushing for more walkability, and they should make walking safe, easy, and enjoyable for all community members.

The online application can be completed through this [link](#). **Applications are due November 18th by 5pm Eastern.**

CONTACT INFORMATION

Name of Person Completing Application: Steve Willis

Organization to Receive Grant: Lancaster County on behalf of Eat Smart Move More
Lancaster

Relation of Contact Person to Organization: County Administrator

Email Address: swillis@lanastercountysc.net

Mailing Address: 101 N. Main Street, Lancaster SC 29720

AMERICA WALKS

Does your organization have 501(c)3 nonprofit status or will your organization be working with a non-profit that will administer the funds for them at no cost? YES

Please select the sector that best describes your primary job or professional affiliation:
Established Organization

ABOUT THE GRANTEE

Briefly describe your community, its demographics and a couple of key data points about the pedestrian activity or challenges faced by your residents. *

Lancaster County, South Carolina is growing community with a population of over 85,000 residents. Like many southern, rural communities that experienced growth in the 1960's and 1970's, Lancaster County has major roads and cityscape areas that were designed with cars in mind, not people. Only half (55%) of residents live reasonably close to a location for physical activity (2016 County Health Rankings). However, in recent years, a push for community amenities like greenways and trails have taken shape in Lancaster County. In addition, the community has seen a decrease in the percentage of adults who report no leisure-time physical activity from 32% in 2009 to 24% in 2012 (CDC BRFSS).

Please provide a brief description of the organization. *

The work of this project will be organized and managed by members of the Eat Smart Move More committee (ESMM). This coalition meets monthly and is a subcommittee of the Lancaster County Health & Wellness Commission (HWC). The fiscal agent of this grant will be Lancaster County.

ESMM and HWC consist of multiple partners, including representation from citizens, representatives of local businesses, the Lancaster County School District, Springs Hospital, Mid-Carolina AHEC, the Council on Aging, the University of South Carolina - Lancaster, and the Department of Social Services.

The HWC is the advisory body to Lancaster County Council and serves as the coordinating and educational body for the people of Lancaster County in matters concerning community health and well-being. Council members identify health issues in the county, coordinate existing services, and establish additional services or programs to meet those needs.

Please provide a brief overview of the size and scope of the organization, including the number of full-time employees and other existing resources available to support this project. *

Existing resources that will be leveraged for this project:

AMERICA WALKS

- Strong relationships with health providers in the community from the Children's Clinic and Barnett Family Medicine
- Students taking University of South Carolina Lancaster's Spring 2017 HPEB 553 course
- An in-kind partnership with Cabarrus Health Alliance. This agency implemented a similar walking prescription in their community and has agreed to provide technical assistance in the project's implementation.

Briefly describe 2 things you or your organization have worked on in the past related to walking or walkable communities. *

ESMM was established in 2014 with multiple new partners at the table. In less than two years, the ESMM subcommittee has increased the community's capacity by supporting:

- The construction of enhanced parks, trails, and outdoor spaces. In 2014, ESMM actively promoted the construction of a 3.5 mile natural path trail in the upper corridor of Lancaster County (the Twelve Mile Creek Trail). ESMM is actively advocating for a 5 mile paved greenway within the city of Lancaster (the Lindsay Pettus Greenway).
- The concept of walkable communities. In 2015, ESMM created a walking trail resource guide that highlights existing infrastructure that supports walking. ESMM has also conducted a walkability assessment in 2016 in downtown Lancaster, which highlights the need for improved safety and connectivity of streets and sidewalks within the city limits of Lancaster.

ABOUT THE PROJECT/PROGRAM

Please select one of the following that best describes your project. *

Promoting Benefits of Walking or Walkability

Please describe the project or strategy that you will implement. Indicate why this is a good project for your community and what you think the benefits of successfully implementing it will be. *

Within 12 months of receiving funding from this micro-grant, walking prescriptions will become an integrated part of three (3) health providers' clinical practice in Lancaster County.

AMERICA WALKS

Walking prescriptions will mean that physical activity will be a standard part of patient-provider conversation, and will be integrated into the clinic's existing culture and workflow. Physical activity prescriptions will be tailored doses based on the patient's health status and current physical activity level. Walking prescriptions will be encouraged by health providers as an easy and inexpensive way for patients to reach their exercise goals.

In addition, it will encourage patients to reflect upon the existing assets in their community that support their need for physical activity. Patients will be referred to resources through ESMM's Walking Trails Brochure where they can "fill their prescription" within the community.

How would you define a successful project? *

Within 3 months of receiving funding from America Walks, ESMM will accomplish the following implementation goals:

- Prescription pads and training will be designed in consultation with Cabarrus County, NC, which has implemented a similar model.
- Prescription pads and brochures will be printed for at least three (3) primary care clinics.
- ESMM members and USCL students will be trained to disseminate material to clinic sites and provide guidance to participating health providers.
- Three (3) health providers will be trained to assess, prescribe, and refer patients to community resources to fill their walking prescriptions.

Within 6 months of being trained and equipped with walking prescriptions, participating health providers will report the following outcomes:

- An increase in time spent promoting the benefits of walking with their patients.
- An increase in the number of walking prescriptions given to patients.
- An increase in the number of patients who self-report they are walking more or consistently being physically active in their community.

How do you plan to evaluate the project and its success? *

The project's implementation goals will be measured with a self-monitoring tool created by ESMM and administered by February 2017. The project's anticipated outcomes will be measured with a retrospective pre/post evaluation tool given to participating health providers and administered ESMM by August 2017.

In addition, we plan to present our project evaluation findings to at least three (3) community groups, including the Lancaster County Council, the Board of Directors for the Lindsay

AMERICA WALKS

Pettus Greenway, and the Lancaster Rotary Club by October 2017. Community feedback and project findings will be submitted to America Walks by October 2017.

Please provide information on the budget for this project. How will you use the resources (materials, staff, etc.)? *

The \$1500 of funding provided by America Walks will be solely used to print Walking Prescriptions and Walking Trails brochures.

Do you agree to provide a video tape or photo documentation of your project? Yes

Submitted by:
Lauren Thomas
District 7 Representative
Lancaster County Health & Wellness Commission

Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 28, 2016

Issue for Consideration:

Clearing of items tabled, recommitted, deferred, or held.

Points to Consider:

We have three items that need to be cleared from the agenda as they will not move forward this year. They are:

- Resolution 0911-R2016 – this Resolution related to using money set aside for an EMS Training facility. The building in question is no longer available. This action in no way affects the funding; it remains awaiting Council action in the future.
- Ordinances 2016-1408 and 1409 – these Ordinances relate to Stormwater. Council decided to defer action on this until the upcoming budget year. Those ordinances will be addressed in the UDO and the FY 2017-18 budget ordinance.

We request that individually, for ease in record keeping, these items be:

1. By motion of Council and subsequent vote, "Removed from the table".
2. Once that happens by motion of Council and subsequent vote, "Item to be postponed indefinitely".

The end result is that we can close these items and for the last meeting on December 14th there will be no items awaiting further Council action.

Funding and Liability Factors:

N/A

Council Options:

Proceed as requested or take no action.

Staff Recommendation:

Proceed as outlined above.

Committee Recommendation:

Favorable from Administration Committee.

Agenda Item Summary

Ordinance # / Resolution#:

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

Department: Financial Management Division

Date Requested to be on Agenda: Admin Meeting 11/14/16

Issue for Consideration:

Extend external auditor's contract to FY17, FY18, and FY19.

Points to Consider:

This is the final year of a three year auditing contract with Mauldin & Jenkins. Mauldin & Jenkins is a large accounting firm listed as one of the top 100 accounting firms in the nation. They are experts in governmental auditing & accounting and provide services to a number of governmental entities. We value their expertise and it is important to the citizens & municipal bond markets that our audits/financial statements are of good quality. Over the past few years, changes and improvements have been recommended which the Finance Department has implemented. I am in constant communication with our contact for any guidance or issues that may arise. One of the partners, Miller Edwards, is a regular speaker at the SC Government Finance Officers Association conference. With the ongoing changes in accounting and financial reporting, it is in the County's best interest to continue our professional relationship with a firm of this caliber.

Funding and Liability Factors:

See attached cost proposal, which offers the costs of:

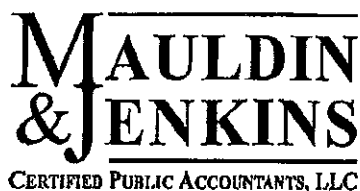
FY2017	\$48,000
FY2018	\$49,000
FY2019	\$49,500

Council Options:

Recommend or not recommend to full Council for approval.

Recommendation:

Extend Mauldin & Jenkins' contract for the three fiscal years stated above, which offers the County greater continuity and minimizes the potential for disruption with the independent audit.



October 28, 2016

SEALED COST PROPOSAL

Lancaster County, South Carolina
Attn: Veronica Thompson, Chief Financial Officer
101 North Main Street
Lancaster, South Carolina 29720

Ladies and Gentlemen:

We are quite pleased at your request for Mauldin & Jenkins to continue to provide independent auditing services to Lancaster County, South Carolina (the "County"). As professionals serving the public sector, we believe our firm is eminently qualified to serve the County.

Mauldin & Jenkins is the leader in auditing state and local governments in the Southeast. This leadership was not attained by us viewing all audits the same. Rather, this was achieved by recognizing that we are an important part of the County's success, with our objective being to ensure that accurate information is reported in a timely fashion to the governing board, management, and citizens. We are auditors of approximately 300 governmental units in the Southeast. In addition, we audit ninety (90) entities that receive the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. We serve a wide range of clients throughout the state of South Carolina, including the following:

- | | |
|--|---|
| 1) Beaufort County | 10) Darlington County |
| 2) Catawba River Water Supply Project | 11) Edgefield County |
| 3) Central Midlands Regional Transit Authority | 12) Lancaster County |
| 4) Charleston Water System | 13) Laurens County |
| 5) City of Aiken | 14) Lowcountry Regional Transit Authority |
| 6) City of Beaufort | 15) Mount Pleasant Waterworks |
| 7) City of Charleston | 16) Oconee County |
| 8) City of Loris | 17) Town of Summerville |
| 9) Colleton County | |

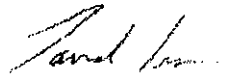
County management has requested we provide a proposed schedule of estimated fees relative to the overall audit process of the County for each of the next three (3) fiscal years. We have evaluated and revised the time associated with past audits of the County for consideration of the additional time with respect to the new GASB, AICPA, OMB and GAO pronouncements and standards. Based on the thoughts addressed in the preceding paragraphs, and the proactive efforts of the County's financial management and accounting team, we propose the following estimated fees for the 2017, 2018, and 2019 financial and compliance audits:

FY 2017	48,000
FY 2018	49,000
FY 2019	<u>49,500</u>
TOTAL	<u><u>146,500</u></u>

As a member at Mauldin & Jenkins, LLC, I am certified and authorized to represent Mauldin & Jenkins, LLC, empowered to submit the bid, and authorized to sign a contract with the County.

Lancaster County, South Carolina is a very important client to Mauldin & Jenkins and one that we are proud to serve. We will continue to provide the County a team with significant experience working with governmental entities and local governments, as well as experience in working with the County. Thank you for allowing us to present our proposal. Please contact me at (800) 277-0050 if you have any questions or thoughts.

Very truly yours,
Mauldin & Jenkins, LLC



David Irwin, CPA
Member

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Jeff Catoe
Department:	Public Services – Roads and Bridges
Date Requested to be on Agenda:	November I&R Committee
	November 28, 2016 Council meeting

Issue for Consideration:

Reallocation of resources within Roads and Bridges capital account.

Points to Consider:

It has been recommended that we repurpose the existing pipe truck rather than procuring a new dump truck. The current pipe truck is a non-dump flat bed truck. The chassis is heavy enough to utilize as proposed.

It is proposed that the pipe truck be retrofitted with a dump cylinder and additional axle to serve as a stone hauling truck. The pipe truck is used infrequently and we feel this would be a better use of county resources. The retrofit would cost approximately \$45,000 by a state contract vendor.

The balance of the funds would be used to acquire a replacement right of way bush hog this year rather than the currently scheduled FY 2017-18. The acquisition would be through state purchasing and the total amount will not exceed the overall budgeted amount.

Funding and Liability Factors:

\$155,000 in capital budget already approved; the changes would be revenue neutral.

Council Options:

Without objection from Council, we will proceed as indicated. Since this is a reallocation we did want to bring this to Council's attention.

Staff Recommendation:

Proceed as recommended.

Committee Recommendation:

Favorable from Infrastructure and Regulation Committee.

November 9, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

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

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

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

On or about December 12th, Time Warner Cable will be making technical changes to our cable system in Columbia, Bishopville, Ft. Jackson, Orangeburg, Sumter, Manning, Summerville, Hilton Head/Bluffton, Sun City, Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach, Florence, Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Hemingway, Johnsonville, SC and Laurinburg and Rowland, NC that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): WIS HD, WIS D2, WIS D3, WACH HD, WACH D2, WACH D3, WOLO HD, WOLO D2, WOLO D3, WLTX HD, WLTX D2, WLTX D3, ETV HD, WMMP HD, WMMP D2, WCSC HD, WCIV HD, WCIV D2, WCNC HD, WCNC D2, WCCB HD, WCCB D2, WCCB D3, WSOC HD, WSOC D2, WBTV HD, WBTV D2, WBTV D3, WMBF HD, WMBF D2, WMBF D3, WFXB HD, WFXB D2, WFXB D3, WPDE HD, WPDE D2, WPDE D3, WBTW HD, WBTW D2, WCBT HD, WCBT D2, WTAT HD, WTAT D2, WSAV HD, WSAV D2, WTGS HD, WTGS D2, WTGS D3, WJCL HD, WTOC HD, WTOC D2, WTOC D3, WGSA HD, WGSA D2, WGSA D3, WGSF HD. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change. We apologize for any inconvenience.

Charter is moving towards a higher-quality, digital-only experience to provide better picture and sound, more HD channels and more On Demand choices. Delivering channels in digital format is one way we continue to improve the quality of our service. Effective on or after December 13th, 2016 the following channels will be offered exclusively in a digital format:

- EWTN Standard TV Channel 63 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane and Surfside Beach.
- TBN (Starter TV Channel 15 in Browns Ferry, Georgetown/Debordieu, Kingstree/Lane; Standard TV channel 68 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Surfside Beach; Standard TV channel 47 in Florence, Hemingway, Johnsonville; Standard TV channel 51 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Columbia, Bishopville, Ft. Jackson, Manning,

- Orangeburg, Sumter, Summerville, Hilton Head/Bluffton, Sun City; Standard TV channel 69 in Laurinburg and Rowland)
- INSP (Standard TV Channel 58 in Florence, Hemingway, Johnsonville; Standard TV Channel 53 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Summerville, Hilton Head/Bluffton, Sun City; Channel 55 in Laurinburg and Rowland)
 - QVC (Starter TV Channel 14 in Hilton Head/Bluffton and Sun City; Starter TV channel 15 in Laurinburg and Rowland; Standard TV channel 14 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville; Standard TV channel 19 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 23 in Florence, Hemingway, Johnsonville)
 - NBCSN (Standard TV Channel 60 in Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 46 in Florence, Hemingway, Johnsonville; Standard TV channel 31 in Laurinburg and Rowland; Standard TV channel 29 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville)
 - ION (Starter TV Channel 11 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 18 in Florence, Hemingway, Johnsonville; Standard TV channel 19 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville)
 - National Geographic (Standard TV channel 64 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 62 in Hemingway and Johnsonville; Standard TV channel 24 in Laurinburg and Rowland)

This change will require digital equipment in order to view these channels on all television sets. This change will not impact TVs connected to a digital set top box, retail CableCard device or digital tuning adapter.

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

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

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

If you have any questions or concerns, please do not hesitate to contact me at ben.breazeale@charter.com or 803-251-5320.

Sincerely,



Ben Breazeale
Sr. Director of State Government Affairs
South Region

November 10, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

Charter Communications is announcing a new suite of TV packages available on or soon after December 15, 2016. Our new TV packages provide more choice and value with equipment prices to help make the most of a customers' TV service. Spectrum TV has more FREE HD than ever before, FREE Primetime on Demand and the ability to watch live TV anywhere in your home and everywhere on-the-go. Spectrum TV packages will be announced through a bill statement, message and legal notice to customers. For pricing details regarding these new packages, visit Spectrum.com/TVpackages.com. Customers without internet access may contact us at (888) 901-0203 to request printed details.

In an effort to align pricing for service fees, pricing for residential customers will be adjusted and notified as follows:

Effective on or after December 15, 2016:

Residential

- Important Rate Update. In an effort to align pricing for service fees, effective December 15, 2016 pricing will be adjusted for:
 - Late Fee from \$8.50 to \$8.95
 - New Agent Assisted Payment will be established at \$5.00
 - Unreturned Equipment: Digital Receiver \$123.00

We remain committed to providing an excellent experience for our customers in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (803) 251-5320 or via email at ben.breazeale@charter.com

Sincerely,



Ben Breazeale
Sr. Director of State Government Affairs
South Region



November 16, 2016

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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

Dear Mr. Willis:

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

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

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

On or about December 12th, Time Warner Cable will be making technical changes to our cable system in Columbia, Bishopville, Ft. Jackson, Orangeburg, Sumter, Manning, Summerville, Hilton Head/Bluffton, Sun City, Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach, Florence, Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Hemingway, Johnsonville, SC and Laurinburg and Rowland, NC that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): WIS HD, WIS D2, WIS D3, WACH HD, WACH D2, WACH D3, WOLO HD, WOLO D2, WOLO D3, WLTX HD, WLTX D2, WLTX D3, ETV HD, WMMP HD, WMMP D2, WCSC HD, WCIV HD, WCIV D2, WCNC HD, WCNC D2, WCCB HD, WCCB D2, WCCB D3, WSOC HD, WSOC D2, WBTB HD, WBTB D2, WBTB D3, WMBF HD, WMBF D2, WMBF D3, WFXB HD, WFXB D2, WFXB D3, WPDE HD, WPDE D2, WPDE D3, WBTW HD, WBTW D2, WCBT HD, WCBT D2, WTAT HD, WTAT D2, WSAV HD, WSAV D2, WTGS HD, WTGS D2, WTGS D3, WJCL HD, WTOG HD, WTOG D2, WTOG D3, WWSA HD, WWSA D2, WWSA D3, WWSI HD. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change. We apologize for any inconvenience.

Charter is moving towards a higher-quality, digital-only experience to provide better picture and sound, more HD channels and more On Demand choices. Delivering channels in digital format is one way we continue to improve the quality of our service. Effective on or after December 13th, 2016 the following channels will be offered exclusively in a digital format:

- EWTN Standard TV Channel 63 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane and Surfside Beach.
- TBN (Starter TV Channel 15 in Browns Ferry, Georgetown/Debordieu, Kingstree/Lane; Standard TV channel 68 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Surfside Beach; Standard TV channel 47 in Florence, Hemingway, Johnsonville; Standard TV channel 51 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Columbia, Bishopville, Ft. Jackson, Manning,

- Orangeburg, Sumter, Summerville, Hilton Head/Bluffton, Sun City; Standard TV channel 69 in Laurinburg and Rowland)
- INSP (Standard TV Channel 58 in Florence, Hemingway, Johnsonville; Standard TV Channel 53 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville, Summerville, Hilton Head/Bluffton, Sun City; Channel 55 in Laurinburg and Rowland)
 - QVC (Starter TV Channel 14 in Hilton Head/Bluffton and Sun City; Starter TV channel 15 in Laurinburg and Rowland; Standard TV channel 14 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville; Standard TV channel 19 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 23 in Florence, Hemingway, Johnsonville)
 - NBCSN (Standard TV Channel 60 in Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 46 in Florence, Hemingway, Johnsonville; Standard TV channel 31 in Laurinburg and Rowland; Standard TV channel 29 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville)
 - ION (Starter TV Channel 11 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 18 in Florence, Hemingway, Johnsonville; Standard TV channel 19 in Cheraw, Dillon/Marion/Mullins/Nichols, Hartsville)
 - National Geographic (Standard TV channel 64 in Myrtle Beach, Conway, Murrells Inlet/Pawleys Island, Browns Ferry, Georgetown/Debordieu, Kingstree/Lane, Surfside Beach; Standard TV channel 62 in Hemingway and Johnsonville; Standard TV channel 24 in Laurinburg and Rowland)

This change will require digital equipment in order to view these channels on all television sets. This change will not impact TVs connected to a digital set top box, retail CableCard device or digital tuning adapter.

On or about January 2nd, Automotive On Demand channel 1028 will no longer be available.

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

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

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

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

Sincerely,



Ben Breazeale
Sr. Director, State Government Affairs
South Region



Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

November 18, 2016

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

Grantee:	Lancaster County
CDBG Number:	4-CI-16-011
Project Title:	Poovey Farms-Basin 23 Sewer Upgrade
Subrecipient:	City of Lancaster
Dollar Amount:	\$717,630

Dear Mr. Willis:

Grants Administration (GA) has reviewed the contract agreement establishing the Subrecipient relationship to carry out specific activities for the above referenced project and it appears to demonstrate satisfactory compliance with State and Federal regulations.

By executing this Agreement, the contracted parties agree that specific CDBG requirements are passed from the Grantee to the Subrecipient and that the Subrecipient knowingly assumes responsibility for the expenditure of funds related to these services as outlined in the Agreement.

Any changes to this Agreement, including changes in activities and changes in line item budgets, must be pre-approved in writing by the State and shall be incorporated in written amendment(s) to this Agreement.

We appreciate your cooperation and assistance in this review process. Please do not hesitate to contact me at 803-734-0429 if I may be of further assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peggy Scott".

Peggy Scott
Compliance Specialist
Grants Administration

cc: Grazier Rhea
Stefanie Smith Derwort
Finance

**Community Development Block Grant Program
Section 102 Disclosure Report**

10/2007

Applicant/Recipient Information:		Indicate whether this is an Initial Report <input checked="" type="checkbox"/> or an Update Report <input type="checkbox"/>	
1. Name, Address, and Phone: Lancaster County P.O. Box 1809 Lancaster, SC 29721		2. Employer ID Number: 57-600370	
3. State CDBG Program Application Routing Number/Grant Number: 4-CI-16-011		4. Amount of CDBG Assistance Requested/Received: \$637,630	
5. Name and location (street address, City and State) of the project or activity: The Poovey Farms Neighborhood, in Lancaster County.			

Part I. Threshold Determinations

- | | |
|---|---|
| 1. Is the amount in 4 (above) more than \$200,000?

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | 2. Have you received, or do you expect to receive any assistance from HUD in excess of \$200,000 during the fiscal year?

<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
|---|---|

If you answered "No" to both questions 1 and 2, **Stop!** You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II. Other Government Assistance Provided or Requested & Expected Sources and Use of Funds

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
SC Department of Commerce	CDBG	587,830	Sewer Facilities
City of Lancaster	Local Funds	42,800	Sewer Facilities
City of Lancaster	Local Funds	87,000	Engineering
SC Department of Commerce	CDBG	50,000	Administration
City of Lancaster	Local Funds	3,000	Administration

(Note: Use additional pages if necessary)

Part III: Interested Parties You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employer ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Catawba Regional Council of Governments	57-0534143	Administration	\$50,000 (8%)
Catawba Regional Council of Governments	57-0534143	Administration – Env. Review	\$3,000
City of Lancaster	57-6000239	Subrecipient (Sewer, Engineering)	\$630,630
WK Dickson	56-0486717	Engineering	\$87,000

(Note: Use additional pages if necessary)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature:	Date: September 8, 2016
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MEETINGS & FUNCTIONS – 2016

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

LANCASTER COUNTY STANDING MEETINGS

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

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

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

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

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

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

2nd Tuesday of each month 6:30 p.m. ... Recreation Commission, 260 S. Plantation

Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library

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

2nd Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room

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

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

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