

# Lancaster County Council Regular Meeting Agenda

Monday, November 27, 2017

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Terry Graham**
4. **Approval of the agenda** */deletions and additions of non-substantive matter/*
5. **Special Presentations**
6. **Citizen Comments** */Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda/*
7. **Consent Agenda** */Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote/*
  - a. Minutes of the November 13, 2017 regular meeting – *pgs. 6-13*
  - b. **3<sup>rd</sup> Reading of Ordinance 2017-1479 regarding Authorization of Fee Agreement Between Lancaster County and Rhyno Partners BR Holdings, LLC**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Rhyno Partners BR Holdings, LLC, Providing For, Among Other Things, The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize The Execution Of A Special Source Revenue Credit Agreement By And Among Lancaster County And The Blythe Company, LLC, Providing For, Among Other Things, The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the October 23, 2017 County Council Meeting. Passed 7-0 at the November 13, 2017 County Council Meeting. - Jamie Gilbert – pgs. 14-52*

- c. **2<sup>nd</sup> Reading of Ordinance 2017-1481 regarding Adding Property of Project Shamrock to the Multi-County Park Agreement Between Chesterfield County and Lancaster County**  
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 February 13, 2017, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Project Shamrock). – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the November 13, 2017 County Council Meeting. – Jamie Gilbert – pgs. 53-55*
- d. **2<sup>nd</sup> Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. – Penelope Karagounis – pgs. 56-57*
- e. **2<sup>nd</sup> Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. – Penelope Karagounis – pgs. 58-59*
- f. **2<sup>nd</sup> Reading of Ordinance 2017-1484 regarding Authorization of a Fee Agreement Between Lancaster County and Project Shamrock**  
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Shamrock, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the November 13, 2017 County Council Meeting. - Jamie Gilbert – pgs. 60-90*

8. **Non-Consent Agenda**

- a. **Resolution 0980-R2017 regarding Reimbursement of Certain Expenditures Prior to the Issuance By The County Of Its Tax-Exempt Debt**  
Resolution Title: A Resolution Relating To The Declaration Of Intent By Lancaster County, South Carolina, To Reimburse Certain Expenditures Prior To The Issuance By The County Of Its Tax-Exempt Debt. – *(Favorable Recommendation – Administration Committee) - Veronica Thompson/Francenia Heizer – pgs. 91-93*

- b. Resolution 0981-R2017 regarding Trap/Neuter/Return**  
Resolution Title: A Resolution To Support A Free Roaming Cat Program In Lancaster County To Implement The Trap, Neuter, And Return Method As An Effective Way To Deal With Stray And Feral Cats. – *(Favorable Recommendation – I & R Committee). – Steve Willis – pgs. 94-96*
- c. Resolution 0982-R2017 regarding Adoption of Lancaster County Airport Capital Improvement Plan (CIP)**  
Resolution Title: A Resolution To Adopt The Lancaster County Airport Capital Improvement Plan For Federal Fiscal Year 2019 Through Federal Fiscal Year 2023. – *(Favorable Recommendation – I & R Committee). – Steve Willis – pgs. 97-100*
- d. Resolution 0983-R2017 regarding Employee Christmas Bonus for Fiscal Year 2017-2018**  
Resolution Title: A Resolution To Authorize An Employee Christmas Bonus For Fiscal Year 2017-2018; To Allow The Finance Department To Proceed With Issuance. – *Steve Willis – pgs. 101-103*
- e. Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement**  
Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development. – *(Favorable Recommendation – I & R Committee)(Favorable Recommendation – Administration Committee). Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the October 23, 2017 County Council Meeting. Passed 7-0 at the November 13, 2017 County Council Meeting. - John Weaver – pgs. 104-116*
- f. Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1480 regarding Approval of a Fifth Amendment to the Agreement of the Joint Industrial and Business Park Between Lancaster County And Chester County**  
Ordinance Title: An Ordinance To Approve A Fifth Amendment To The Agreement For The Development Of A Joint Industrial And Business Park Dated As Of December 1, 2008 Between The County And Chester County So As To Remove Certain Property Previously Added To The Park Agreement. – *(Favorable Recommendation – Administration Committee). Passed 6-0-1 at the October 23, 2017 County Council Meeting (FOR: Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. AGAINST: None. RECUSAL: Jack Estridge). Passed 6-0-1 at the November 13, 2017 County Council Meeting (FOR: Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. AGAINST: None. RECUSAL: Jack Estridge). - John Weaver – pgs. 117-124*
- g. 1<sup>st</sup> Reading of Ordinance 2017-1486 regarding Extending the Fee Agreement for Founders Federal Credit Union**  
Ordinance Title: An Ordinance To Approve The Extension Of The Investment Period Under The Fee Agreement Dated September 14, 2009 By And Between Lancaster County And Founders Federal Credit Union; To Authorize And Approve An Investment Period Extension And Infrastructure Credit Agreement Providing For, Among Other Things, Special Source Revenue Credits In Connection With The Extension. – *(Favorable Recommendation – Administration Committee) - Jamie Gilbert – pgs. 125-144*

## **9. Discussion and Action Items**

- a. Nomination for appointment to the Health and Wellness Commission for District 1 – *pg. 145*
  - Michelle Simonetti for a 4 year term ending on 6/30/2021
- b. Nominations for appointments to the Tax Advisory Committee – *Steve Willis – pg. 146*
  - Nash Patel – Manager of the Executive Inn in Kershaw
  - Johannes Trump – Owner/Operator of Kilburnie
  - Mike Dial – Owner of 521 BBQ and Grill
  - Debbie Jaillette – Executive Director of the Council of the Arts
  - Dean Faile – President of the Chamber of Commerce
  - Veronica Thompson – Chief Financial Officer for Lancaster County (Ex-officio)
  - Kim Hill – Budget Analyst for Lancaster County (Ex-officio)
- c. Final adoption of 2018 calendar – *Steve Willis – pgs. 147-150*
- d. Roads update and draft letter regarding 2008-915 road standards – *(Favorable Recommendation – I & R Committee) - John Weaver – pgs. 151-165*
- e. Request by Time Warner to serve the remaining portion of Lancaster County – *(No Objection – Administration Committee) - Steve Willis – pgs. 166-173*

## **10. Status of items tabled, recommitted, deferred or held**

## **11. Miscellaneous Reports and Correspondence**

- a. Charter Communications – *pg. 174*
- b. EMS Grant awarded on September 13, 2017 – *pgs. 175-186*
- c. Storm Ready County Renewal – *pgs. 187-188*

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

## **13. Executive Session**

- a. *Economic Development Discussion: Project Watermelon. SC Code 30-4-70(a)(5).*

## **14. Calendar of Events – pg. 189**

## 15. 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.mylancastercsc.org](http://www.mylancastercsc.org)*



Members of Lancaster County Council  
*Steve Harper, District 5, Chairman*  
*Charlene McGriff, District 2, Vice Chairwoman*  
*Larry Honeycutt, District 4, Secretary*  
*Brian Carnes, District 7*  
*Jack Estridge, District 6*  
*Terry Graham, District 1*  
*Billy Mosteller, District 3*

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

101 N. Main Street, Lancaster, SC 29720

Monday, November 13, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Penelope Karagounis, Veronica Thompson, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

### **Call to Order regular meeting**

Chairman Steve Harper called the regular meeting of Council to order at approximately 6:00 p.m.

### **Welcome and Recognition/Pledge of Allegiance and Invocation**

Chairman Steve Harper welcomed everyone to the meeting. Jack Estridge led the Pledge of Allegiance to the American Flag and delivered the Invocation.

### **Approval of the agenda**

Charlene McGriff moved to approve the agenda. Seconded by Brian Carnes. Council approved the agenda by unanimous vote of 7-0.

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### **Special Presentations**

Chairman Steve Harper presented Peggy White, Treasurer's Office, with a Thumbs Up Award for her outstanding work as a Lancaster County employee.

Chairman Steve Harper presented Donna Deese, Treasurer's Office, with a Thumbs Up Award for her outstanding work as a Lancaster County employee.

Chairman Steve Harper recognized the Andrew Jackson Homecoming Court for their fundraising efforts for the Kershaw Area Community Resource Exchange or KARE.

Chairman Steve Harper recognized Railey Hegler as the Division 2 Grand Supreme South Carolina State Fair Princess and recognized her work with Rays of Sunshine.

### **Citizens Comments**

Sara Phillips, 2045 Robert H. Kirk Road, Lancaster, SC, spoke regarding Trap/Neuter/Return.

### **Consent Agenda**

Billy Mosteller moved to approve Consent Agenda Item a, Item b, Item c, Item d, Item e, Item f, Item g and Item h. Seconded by Larry Honeycutt. No further discussion. Council approved Consent Agenda Items a, b, c, d, e, f, g and h by unanimous vote of 7-0.

- a. Minutes of the October 23, 2017 regular meeting
- b. **3<sup>rd</sup> Reading of Ordinance 2017-1472 regarding Rezoning Property of Fred Brackett**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Fred Brackett, Located At 2648 Charlotte Hwy, From LDR, Low Density Residential District To GB, General Business District.
- c. **3<sup>rd</sup> Reading of Ordinance 2017-1473 regarding Rezoning Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries, Located At 3420 Heyward Hough Road, From RR, Rural Residential District To RN, Rural Neighborhood District.

d. **3<sup>rd</sup> Reading of Ordinance 2017-1474 regarding Rezoning Property of Stephen W. Moore**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Stephen W. Moore, Located At 828 Westwind Lane, From MDR, Medium Density Residential District To MH, Manufactured Home District.

e. **3<sup>rd</sup> Reading of Ordinance 2017-1475 regarding Rezoning Property of Zimmer Ventures LLC**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Zimmer Ventures, LLC (Bernard Zimmer) Located At 429 Marvin Road From NB, Neighborhood Business District To GB, General Business District.

f. **3<sup>rd</sup> Reading of Ordinance 2017-1476 regarding Rezoning a Portion of Property Owned by Steve and Marlena Norwood**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A 2.0 Acre Portion Of Property Owned By Steve And Marlena Norwood Located At 1929 Brady Road From RR, Rural Residential District To RUB, Rural Business District.

g. **2<sup>nd</sup> Reading of Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement**

Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development.

h. **2<sup>nd</sup> Reading of Ordinance 2017-1479 regarding Authorization of Fee Agreement Between Lancaster County and Rhyno Partners BR Holdings, LLC**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Rhyno Partners BR Holdings, LLC, Providing For, Among Other Things, The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize The Execution Of A Special Source Revenue Credit Agreement By And Among Lancaster County And The Blythe Company, LLC, Providing For, Among Other Things, The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

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## **Non-Consent Agenda**

### **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1477 regarding Authorization of Special Source Revenue Credit Agreement with Unique USA, Inc.**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Unique USA, Inc., Providing For, Among Other Things, Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Charlene McGriff moved to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1477. Seconded by Brian Carnes.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2017-1477. There were 12 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2017-1477. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1477 by unanimous vote of 7-0.

### **2<sup>nd</sup> Reading of Ordinance 2017-1480 regarding Approval of a Fifth Amendment to the Agreement of the Joint Industrial and Business Park Between Lancaster County And Chester County**

Ordinance Title: An Ordinance To Approve A Fifth Amendment To The Agreement For The Development Of A Joint Industrial And Business Park Dated As Of December 1, 2008 Between The County And Chester County So As To Remove Certain Property Previously Added To The Park Agreement.

Councilman Jack Estridge recused himself from the discussion and vote on Ordinance 2017-1480. His Statement of Recusal is on file with the Clerk to Council. Jack Estridge stepped into the hallway between Council Chambers and the Conference Room during the discussion and vote on Ordinance 2017-1480.

Terry Graham moved to approve the 2<sup>nd</sup> Reading of Ordinance 2017-1480. Seconded by Billy Mosteller. Council voted to approve the 2<sup>nd</sup> Reading of Ordinance 2017-1480 by a vote of 6-0-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 2<sup>nd</sup> Reading of Ordinance 2017-1480, there were no votes against approval of the 2<sup>nd</sup> Reading and Jack Estridge recused himself from the vote.

Jack Estridge returned to Council Chambers immediately after the vote on Ordinance 2017-1480 and before Council began discussion of Ordinance 2017-1482.

**1<sup>st</sup> Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District.

Charlene McGriff moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1482. Seconded by Larry Honeycutt. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1482 by unanimous vote of 7-0.

**1<sup>st</sup> Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

Larry Honeycutt moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1483. Seconded by Billy Mosteller. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1483 by unanimous vote of 7-0.

**1<sup>st</sup> Reading of Ordinance 2017-1485 regarding Amending the UDO so as to Address Private Driveways in Residential Developments**

Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1422 (Uniform Development Ordinance) By The Deletion Therefrom Of Section 6.11.4G And The Addition Thereto Of Section 6.18H So As To Address Private Driveways In Those Residential Developments Having Only A Limited Number Of Lots.

Brian Carnes moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1485. Seconded by Charlene McGriff. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1485 by unanimous vote of 7-0.

**Discussion and Action Items**

**Nomination for appointment to the Board of Assessment Appeals for District 5.**

Brian Carnes moved to approve the appointment of Michael DeMarco to the Board of Assessment Appeals for a four (4) year term that will end on 6/30/2021. Seconded by Terry Graham. The motion to approve the appointment passed by unanimous vote of 7-0.

**Nominations for appointments to the Fire Code Appeals Board.**

Larry Honeycutt moved to approve the appointment of Timothy A. Deaton to the Fire Code Appeals Board for a three (3) year term that will expire on 6/30/2020 and the appointment of Buddy Lever to the Fire Code Appeals Board for a four (4) year term that will expire on 6/30/2021. Seconded by Charlene McGriff. The motion to approve the appointments passed by unanimous vote of 7-0.

**Discussion of 2018 calendar (Final adoption will be held at the November 27<sup>th</sup> Council Meeting).**

Steve Willis noted that the changes from last year's calendar to the 2018 calendar have been that the Planning Commission is changing their meeting time from 6:30 to 6:00 and that the Community Relations Board is changing the location of their meeting. He stated that the final adoption of the calendar will be held at the November 27, 2017 County Council meeting.

**Discussion of the Lancaster County Elections Commission.**

Council members and staff discussed Lancaster County's involvement with municipal elections and reviewed County Ordinance Number 277 and Ordinance Number 2014-1305. Mary Ann Hudson explained the various services for which the County bills the municipalities, according to the ordinances adopted by the County and the various municipalities.

**Executive Session**

Charlene McGriff moved to go into Executive Session to discuss a personnel matter, which was the Administrator's Evaluation, and, pursuant to SC Code 30-4-70(a)(5), to discuss two economic development matters: Project Patriot and Project Shamrock. Seconded by Terry Graham. The motion to go into Executive Session passed by unanimous vote of 7-0. Council went into Executive Session at approximately 6:43 p.m.

At approximately 7:34 p.m., Larry Honeycutt moved to come out of Executive Session. Seconded by Jack Estridge. The motion to come out of Executive Session passed by unanimous vote of 7-0.

Upon returning to open session, Attorney John Weaver noted that Council considered one personnel matter and two economic development briefings during Executive Session. He stated that during the course of Executive Session, no votes were taken and no decisions were made.

**Non-Consent Agenda Continued**

**Resolution 0979–R2017 regarding Inducement Resolution for Project Shamrock**

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Project Shamrock, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Fee Agreement Including The Provision Of Special Source Revenue Credits; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park.

Brian Carnes moved to approve Resolution 0979-R2017. Seconded by Charlene McGriff. Council voted to approve Resolution 0979-R2017 by unanimous vote of 7-0.

**1<sup>st</sup> Reading of Ordinance 2017-1481 regarding Adding Property of Project Shamrock to the Multi-County Park Agreement Between Chesterfield County and Lancaster County**

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 February 13, 2017, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Project Shamrock).

Charlene McGriff moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1481. Seconded by Billy Mosteller. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1481 by unanimous vote of 7-0.

**1<sup>st</sup> Reading of Ordinance 2017-1484 regarding Authorization of a Fee Agreement Between Lancaster County and Project Shamrock**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Shamrock, Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Charlene McGriff moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1484. Seconded by Jack Estridge. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1484 by unanimous vote of 7-0.

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**Adjournment**

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. The motion to adjourn passed by unanimous vote of 7-0. The Council meeting was adjourned at approximately 7:38 p.m.

Respectfully Submitted:

Approved by Council, November 27, 2017

Sherrie Simpson  
Clerk to Council

\_\_\_\_\_  
Larry Honeycutt, Secretary

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1479

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY AND RHYNO PARTNERS BR HOLDINGS, LLC, PROVIDING FOR, AMONG OTHER THINGS, THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO AUTHORIZE THE EXECUTION OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY AND THE BLYTHE COMPANY, LLC, PROVIDING FOR, AMONG OTHER THINGS, THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

**Section 1.** Findings.

The Lancaster County Council finds that:

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

(b) the County is authorized by Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county business or industrial park in order to facilitate the economic development of the County, in part, through the use of special source revenue credits (as authorized by Sections 4-1-175, 4-29-68 and 12-44-70 of the Code) that defray, in part, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and

equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Rhyno Partners BR Holdings, a North Carolina limited liability company (the "Sponsor") is considering investing in real property and constructing certain real estate improvements located in the County which would constitute a project within the meaning of the Simplified FILOT Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00), in order to construct a sales, research and development, and distribution facility which shall be leased to The Blythe Company, LLC (the "Affiliate"), an affiliate of the Sponsor (the "Project");

(d) pursuant to Resolution No. 0967-R2017, adopted October 23, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits, and further providing for the agreement of the County to enter into a special source revenue credit agreement with the Affiliate to provide for special source revenue credits against the amount payable by the Affiliate as payments in lieu of taxes pursuant to the Multi-County Park Act;

(e) the Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 301.1 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), including any extension to the Investment Period to which the County and the Sponsor agree, and also provides for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments for five (5) consecutive years in which fee-in-lieu of tax payments are required to be made thereunder;

(f) the Affiliate has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Affiliate (the "SSRC Agreement"), which provides for special source revenue credits for five (5) consecutive years equal to fifty percent (50%) of the annual amount payable by the Affiliate as payments in lieu of taxes pursuant to the Multi-County Park Act to the County due with respect to the Affiliate's additional investment in the Project; and

(g) it appears that the Fee Agreement and the SSRC Agreement (collectively, the "Agreements"), both of which are attached to this ordinance, are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

## **Section 2.      Approval of Agreements.**

Subject to the provisions of Section 4 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 Sponsor and Affiliate to expand or locate an industrial facility in the State, the Agreements are hereby authorized, ratified, and approved.

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

Council makes the following additional findings:

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

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

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

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

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

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

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

#### **Section 4.      Approval and Execution of the Agreements.**

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, and the SSRC Agreement, attached hereto as Exhibit B, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if both Agreements were set out in this ordinance in their entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Agreements in the name of and on behalf of the County, and thereupon to cause the respective Agreements to be delivered to the Sponsor and to the Affiliate. The Agreements are to be substantially in 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 Agreements attached to this ordinance.

#### **Section 5.      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 Agreements. 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

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

**Section 6. Authority to Act.**

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

**Section 7. Severability.**

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

**Section 8. Controlling Provisions.**

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

**Section 9. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

First Reading:	October 23, 2017	Passed 7-0
Second Reading:	November 13, 2017	Passed 7-0
Public Hearing:	October 23, 2017	
Third Reading:	November 27, 2017	

**Exhibit A to Ordinance No. 2017-1479**

**Fee Agreement**

See attached.

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**Exhibit B to Ordinance No. 2017-1479**

**Special Source Revenue Credit Agreement**

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

RHYNO PARTNERS BR HOLDINGS, LLC

Dated as of November 27, 2017

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## FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of November 27, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and RHYNO PARTNERS BR HOLDINGS, LLC, a North Carolina limited liability company ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

### WITNESSETH:

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

WHEREAS, the Companies propose to construct a suitable facility which will be leased to The Blythe Company, LLC, an affiliate of the Company, to be operated as part of its sales, research and development, and distribution business (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of at least twenty-one (21) new, full-time jobs and an investment of at least \$2,500,000 in the County; and

WHEREAS, the County Council approved on October 23, 2017, Resolution No. 0967-R2017 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:  
Rhyno Partners BR Holdings, LLC; Lancaster County, South Carolina.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:  
  
Old Lancaster Highway  
Lancaster County, South Carolina  
Portion of Parcel No. 0007-00-025.00.
3. Minimum investment agreed upon: \$2,500,000.
4. Length and term of this Agreement: 20 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 301.1 mills, except as otherwise provided in the Agreement.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the first five (5) consecutive years in which Negotiated FILOT Payments are required to be made hereunder;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

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

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

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

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

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of November 27, 2017.

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

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

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

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

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

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

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

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

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

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

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to cause the creation of jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

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

*“Multi-County Park”* means the multi-county park established pursuant to the Multi-County Park Act and An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, by and between the County and Chester County, South Carolina, which was authorized and approved by the County by passage of Ordinance No. 701, and Chester County, South Carolina, by passage of Ordinance No. 12-05-05-1.

*“Multi-County Park Act”* shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

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

*“New Full-Time Job”* means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project; *provided, however*, that jobs relocated from other states to the Project shall be counted as New Full-Time Jobs.

*“Non-Qualifying Property”* shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (iv) property that would otherwise qualify as Economic Development Property, but is primarily used as retail space, hotels or restaurants; *provided, however*, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be “Non-Qualifying Property.”

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

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

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

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

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

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

*“Sponsor Affiliate”* shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement; *provided, however*, The Blythe Company shall not be a Sponsor Affiliate.

*“State”* shall mean the State of South Carolina.

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

*“The Blythe Company”* shall mean The Blythe Company, LLC, a North Carolina limited liability company, which is an Affiliate of the Sponsor and, solely for purposes of satisfying the Jobs Commitment in Section 4.01(b) hereof, shall be considered collectively with the Companies in calculating the number of New Full-Time Jobs.

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

*“Wage Requirement”* means Nineteen Dollars and Two Cents (\$19.02) per hour, and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the “Initial Hourly Wage”). The County shall change the Initial Hourly Wage at the end of the first five-year period (and at the end of every five-year period thereafter, if applicable) to not more than one hundred percent (100%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to the subsequent five-year period. The County shall provide notice to the Companies and The Blythe Company of any adjustment to the Wage Requirement.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

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

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

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

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

(f) Sponsor intends to lease the Project to The Blythe Company to be operated as part of its sales, research and development, and distribution business. The Project constitutes a "project" and the Sponsor's investment in the Project constitutes "economic development property" as provided under the Act.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

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

Section 3.04. Multi-County Park Status. The County agrees to maintain the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

#### ARTICLE IV

##### INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project.

(a) For the Project, the Companies agree and commit to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

(b) For the Project, the Sponsor agrees and commits to cause the Companies and The Blythe Company, collectively, to create and maintain the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, by year as follows: (i) Year 1 – not less than 8; (ii) Year 2 – not less than 13; (iii) Year 3 – not less than 20; (iv) Year 4 – not less than 20; and (v) Year 5 – not less than 21 (the “Jobs Commitment”). As used in this subsection (b), the “Year” number refers to the year that corresponds with the earlier of either the year following the year in which Economic Development Property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year. The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement,

each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate New Full-Time Jobs maintained by the Companies and/or The Blythe Company at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide or to cause The Blythe Company to provide, as applicable, to the County Economic Development Director, by January 30 of each year, a copy of the following filings with the State (if required to file by the State) for the preceding calendar year: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Sponsor agrees to redact any personally identifying information and proprietary and confidential information of Sponsor or The Blythe Company prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, the Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

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

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

(d) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including,

without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

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

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

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 301.1 mils, for the Term, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) The FILOT Payments are to be recalculated:

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

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

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

(e) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to fifty percent (50%) of Negotiated FILOT Payments for the first five (5) consecutive years in which Negotiated FILOT Payments are required to be made hereunder.

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable

by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

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

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

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

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and

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

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Sponsor fails to cause the Jobs Commitment to be met in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project for such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, for Year 3, the Jobs Commitment provides for the maintenance of not less than 20 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 16, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 4 is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j) would be calculated as follows:

**Jobs Commitment for Year 3: 20 New Full-Time Jobs**

**Jobs Maintained at the Project for Year 3: 16 New Full-Time Jobs**

**Special Source Revenue Credit reduction for Year 4:**

$$[20 - 16] / 20 = 1 / 5 = 20.0\%$$

$$20.0\% \times \$50,000.00 = \mathbf{\$10,000.00}$$

(k) Beginning with the tax year following the end of the second (2<sup>nd</sup>) tax year after Economic Development Property is first placed in service, and for each year thereafter, Sponsor and Sponsor Affiliates agree that the Companies shall pay to the County a fee equal to the difference between the Negotiated FILOT Payments made by the Company and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the “Hypothetical FILOT Payment”), if Sponsor in the immediately prior year failed to cause to be maintained for the Project at least ten (10) New Full-Time Jobs.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2017, and that in tax year ending December 31, 2019, that the maintained number of New Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property classified as personal property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment for the tax year ending December 31, 2020, would be computed using the millage rate of 375 (instead of 301.1) and the 10.5% assessment ratio for the Economic Development Property classified as personal property (instead of 6%).

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

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

## ARTICLE VI

### PAYMENTS BY COMPANIES

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

## ARTICLE VII

### CASUALTY AND CONDEMNATION

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

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, each Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

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

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

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

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

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

Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor, Sponsor Affiliate, or any other Affiliate of the Sponsor, including The Blythe Company (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

## ARTICLE X

### TERM; TERMINATION

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

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

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

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

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default.

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

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

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

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

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

## ARTICLE XII

### MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

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

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

(a) As to the County:

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

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

Mr. Jamie Gilbert  
Economic Development Director, Lancaster County  
P.O. Box 1809  
Lancaster, South Carolina 29721  
Telephone: (803) 286-3633  
Fax: (803) 416-9497  
Email: [jgilbert@lancastercountysc.net](mailto:jgilbert@lancastercountysc.net)

(b) As to the Sponsor:

Rhyno Partners BR Holdings, LLC  
ATTN: E. Rhyne Davis  
1111 Metropolitan Avenue, Suite 1070  
Charlotte, North Carolina 28204  
Telephone: (704) 219-9962  
Email: [rhyne@rhynopartners.com](mailto:rhyne@rhynopartners.com)

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

Bradley T. Van Hoy, Esq.  
Moore & Van Allen, PLLC  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202  
Phone: (704) 331-1000  
Email: [bradvanhoy@mvalaw.com](mailto:bradvanhoy@mvalaw.com)

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

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

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

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

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

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

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

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

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

**LANCASTER COUNTY, SOUTH CAROLINA**

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Steve Harper, Chair, County Council

---

Larry Honeycutt, Secretary, County Council

ATTEST:

---

Sherrie M. Simpson, Clerk to Council

**RHYNO PARTNERS BR HOLDINGS, LLC**

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E. Rhyne Davis, Manager

**EXHIBIT A**

Land

Portion of Tax Map No. 0007-00-025.00.

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## **SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is made and entered into this 27<sup>th</sup> day of November, 2017 (the "Effective Date") by and between Lancaster County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina (the "County"), and The Blythe Company, LLC, a North Carolina limited liability company ("The Blythe Company").

WITNESSETH:

### **ARTICLE I RECITATION OF FACTS**

As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

#### **Section 1.01. Multi-County Park Act.**

The County is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), specifically, Sections 4-1-170, 4-1-172, and 4-1-175 and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof (the "Multi-County Park Act"), to create or expand, in conjunction with one or more other counties, a multi-county business or industrial park in order to facilitate the economic development of the County, in part, through the use of special source revenue credits. The County and Chester County, South Carolina has established a multi-county park pursuant to the Multi-County Park Act and An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, by and between the County and Chester County, South Carolina, which was authorized and approved by the County by passage of Ordinance No. 701, and Chester County, South Carolina, by passage of Ordinance No. 12-05-05-1 (the "Multi-County Park").

#### **Section 1.02. Special Source Revenue Credit Act.**

The County is authorized and empowered under and pursuant to the provisions of Section 4-1-175 of Multi-County Park Act (the "Special Source Revenue Credit Act"), to provide for special source revenue credits against the payments in lieu of taxes pursuant to Multi-County Park Act for property located in a multi-county industrial park in order to provide infrastructure serving the County or a project, and for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County.

#### **Section 1.03. Investment and Job Creation.**

Rhyno Partners BR Holdings, LLC (the "Sponsor") is committed to the investment of at least \$2,500,000 in the County with respect to certain real estate and real property improvements (the "Project") pursuant to that certain Fee Agreement dated as of November 27, 2017 between the County and the Sponsor (the "Fee Agreement"). The Blythe Company, an affiliate of the

Sponsor, plans to lease the Project from the Sponsor in order to operate a sales, research and development, and distribution facility (the "Facility"). In operating the Facility, The Blythe Company proposes to invest in additional personal property (the "Additional Investment"), and to create at least twenty-one (21) New Full-Time Jobs (as defined in the Fee Agreement) for the Project in satisfaction of the Jobs Commitment (as defined in the Fee Agreement) on behalf of the Sponsor.

**Section 1.04. Request for Special Source Revenue Credits.**

The Blythe Company has requested the County to provide special source revenue credits (the "Special Source Revenue Credits") pursuant to the Special Source Revenue Credit Act for the purpose of financing a portion of the cost of designing, acquiring, constructing, improving, or expanding (a) the infrastructure serving the County or the Project or (b) for improved or unimproved real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Reimbursable Expenditures"), all as more fully set forth in this Agreement.

**Section 1.05. Approval of Special Source Revenue Credits.**

The County has given due consideration to the economic development impact of the Project and Facility and, pursuant to Ordinance No. 2017-1479 enacted on November 27, 2017 (the "Ordinance"), the County Council (the "County Council") approved this Agreement which provides special source revenue credits to The Blythe Company.

**ARTICLE II  
SPECIAL SOURCE REVENUE CREDITS**

**Section 2.01. Multi-County Park Status.**

The County agrees to maintain the Land (as that term is defined in the Fee Agreement) in the Multi-County Park until a date that is no sooner than 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.

**Section 2.02. Special Source Revenue Credits.**

a. Pursuant to the Special Source Revenue Credit Act, the County agrees to provide Special Source Revenue Credits to reimburse The Blythe Company for a portion of the cost of Reimbursable Expenditures in an amount equal to fifty percent (50%) of the annual amount payable by The Blythe Company as payments in lieu of taxes pursuant to the Multi-County Park

Act to the County due with respect to the Additional Investment for the first five (5) consecutive years in which such payments are required to be made.

b. Notwithstanding anything in this Agreement to the contrary, The Blythe Company is entitled to a special source revenue credit only to the extent that, as of the date that a special source revenue credit is to be applied, the total cost of the Reimbursable Expenditures is at least equal to the aggregate amount of any special source revenue credit previously provided and the amount of the special source revenue credit to be provided for the year in question. Upon request of the County, The Blythe Company shall provide documentation to the County reflecting the cost of the Reimbursable Expenditures.

**Section 2.03. Reduction of Credits.**

a. The Blythe Company agrees that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Jobs Commitment under the Fee Agreement is not met in the prior year. The reduction of the Special Source Revenue Credit required by this Agreement shall be computed and applied in the same manner as the reduction in the special source revenue credit provided in the Fee Agreement is computed and applied.

b. The Blythe Company acknowledges and agrees that the County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if (i) the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period (as defined in the Fee Agreement), or (ii) the Facility ceases operations. For purposes of this subsection, "ceases operations" means permanent closure of the facility. The Blythe Company agrees that if this Agreement is terminated pursuant to this subsection, then under no circumstance shall the County be required to refund or pay any monies to The Blythe Company.

**Section 2.04. Obligation of County.**

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.

**Section 2.05 Pecuniary Liability.**

No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power.

### ARTICLE III GENERAL PROVISIONS

#### **Section 3.01. Assignment.**

The County agrees that, to the maximum extent permitted by the Special Source Revenue Credit Act, The Blythe Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, or any other agreement related hereto, or transfer any and all assets of The Blythe Company, to the Sponsor or one or more other Related Entities (as defined in the Fee Agreement) without adversely affecting the benefits of The Blythe Company or its assignees pursuant to any such agreement or the Special Source Revenue Credit Act. Any such assignment or transfer to one or more entities other than the Sponsor or a Related Entity must be approved in advance or subsequently ratified by the County.

#### **Section 3.02. Right to Inspect; Confidential Information.**

a. The Blythe 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 Facility and to have access to and examine and inspect all of The Blythe Company's books and records pertaining to the Project and the Facility. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by The Blythe Company to protect The Blythe Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Facility shall be at the County's expense.

b. The County acknowledges and understands that The Blythe Company may have and maintain at the Project and Facility certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the The Blythe Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to The Blythe Company and could have a significant detrimental impact on The Blythe 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 Blythe Company, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify The Blythe Company and give The Blythe Company the opportunity to contest the release.

**Section 3.03. Amendments and Termination.**

The Blythe Company and the County may amend or terminate this Agreement from time to time by subsequent mutual written agreement as may be permitted under the Special Source Revenue Credit Act.

**Section 3.04. Severability.**

In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any provision or part of a provision of this Agreement.

**Section 3.05. Headings.**

The headings and captions contained in this Agreement are included for convenience only and shall not be considered a part of this Agreement or affect in any manner the construction or interpretation of this Agreement.

**Section 3.06. Waiver.**

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

**Section 3.07. Counterparts.**

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures hereto and thereto were upon the same instrument.

**Section 3.08. Representations and Warranties of County.**

The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Multi-County Park Act and the Special Source Revenue Credit Act (collectively, the “Acts”) to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Acts and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

**Section 3.09. Representations and Warranties of The Blythe Company.**

The Blythe Company represents and warrants that it: (i) is a limited liability company, validly existing and in good standing under the laws of North Carolina; (ii) is authorized to do business in South Carolina; (iii) has all requisite power to enter into this Agreement; and (iv) by proper action has duly authorized the execution and delivery of this Agreement.

**Section 3.10. Indemnification.**

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

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by The Blythe Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event The Blythe Company shall indemnify and hold them harmless against all claims by or on behalf of any person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify The Blythe Company, and The Blythe Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided The Blythe Company shall obtain the prior written consent

of the County to settle any such claim unless such claim is for monetary damages for which The Blythe Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by The Blythe Company reasonably determines that a conflict of interest exists between the County and The Blythe Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and The Blythe Company shall be liable for the reasonable cost of such counsel.

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

**Section 3.11. Administration Expense.**

a. The Blythe Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. As used in this section, "Administration 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 other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

b. The Blythe 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 special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

**Section 3.12. Participation in Drafting.**

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

**Section 3.13. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

**Section 3.14. Entire Understanding.**

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

Lancaster County, South Carolina, acting pursuant to an ordinance of its County Council, has caused its name to be hereunto subscribed, and The Blythe Company, LLC has caused its name to be subscribed hereto, by their duly authorized officers, all as of the Effective Date.

LANCASTER COUNTY, SOUTH CAROLINA

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Steve Harper, Chair, County Council

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Larry Honeycutt, Secretary, County Council

ATTEST:

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Sherrie M. Simpson, Clerk to Council

THE BLYTHE COMPANY, LLC

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E. Rhyne Davis, Manager

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1481

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 FEBRUARY 13, 2017, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (PROJECT SHAMROCK).

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, Ordinance No. 2016-1407 enacted on September 12, 2016, Ordinance No. 2016-1420 enacted on November 28, 2016, and Ordinance No. 2016-1427 enacted on December 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, Resolution No. 2016-11 enacted on September 7, 2016, Resolution No. 2016-16 enacted on December 7, 2016, and Resolution No. 2016-15 enacted on December 7, 2016 authorized an Amended and Restated Master Multi-County Park Agreement dated as of November

9, 2015 with Exhibits Updated Through February 13, 2017 (the “Amended and Restated Park Agreement”); and

(4) the County has committed itself by passage of an inducement resolution to include the PROJECT SHAMROCK property in a multi-county park; and

(5) 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):

/I. Properties included pursuant to Lancaster County Ordinance No. 2017-14\_\_, enacted on \_\_\_\_\_, 2017, and Chesterfield County Resolution No. 2017-\_\_, enacted on \_\_\_\_\_, 2017:

PROJECT SHAMROCK ROAD

Tax Map No.

Owner

PROJECT SHAMROCK NO.

PROJECT SHAMROCK/

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

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

**Section 4.**      **Conflicting provisions.**

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

**Section 5.**      **Severability.**

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

**Section 6.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	
Public Hearing:	December 11, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1482

COUNTY OF LANCASTER

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**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 2115 PINTA DRIVE FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT TO MH, MANUFACTURED HOME DISTRICT.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Barbra Goins applied to rezone property located at 2115 Pinta Drive from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On October 17, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District to MH, Manufactured Home District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0103D-0C-023.00

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	
Third Reading:	December 11, 2017	(Tentative)

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1483

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 1059 ROCKY RIVER ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

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 applied to rezone property located at 1059 Rocky River Road from RR, Rural Residential District, to RUB, Rural Business District.

(b) On October 17, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from RR, Rural Residential District to RUB, Rural Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0078-00-013.02

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	
Third Reading:	December 11, 2017	(Tentative)

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1484

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**AN ORDINANCE**

**TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT SHAMROCK, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.**

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

**Section 1. Findings.**

The Lancaster County Council finds that:

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

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code, as amended, and Section 12-44-70 of the Act to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Project Shamrock, a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Sponsor") is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least Four Million Dollars (\$4,000,000.00) (the "Project");

(d) pursuant to Resolution No. 0979-R2017, adopted \_\_\_\_\_, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits;

(e) the Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 301.1 mills, if the Fee Agreement is executed in calendar year 2017, or 313.0 mills, if the Fee Agreement is executed in calendar year 2018, for a period of twenty-five (25) years for the Project or each component thereof placed in service during the Investment Period (as defined in the Fee Agreement), including any extension to the Investment Period to which the County and the Sponsor agree, and also provides for special source revenue credits equal to fifty-seven and five-tenths percent (57.5%) of the fee-in-lieu of tax payments for twelve (12) consecutive years in which fee-in-lieu of tax payments are required to be made thereunder; and

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

## **Section 2.      Approval of Fee Agreement.**

Subject to the provisions of Section 4 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 Sponsor to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

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

Council makes the following additional findings:

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

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

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

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

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

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

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

**Section 4.      Approval and Execution of Fee Agreement.**

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

**Section 5.      Economic Development Fund.**

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

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

**Section 6.      Authority to Act.**

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

**Section 7.      Severability.**

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

**Section 8.      Controlling Provisions.**

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

**Section 9.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	
Public Hearing:	December 11, 2017	(Tentative)
Third Reading:	December 11, 2017	(Tentative)

**Exhibit A to Ordinance No. 2017-1484**

**Fee Agreement**

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT SHAMROCK

Dated as of December 11, 2017

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## FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of December 11, 2017, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and PROJECT SHAMROCK, a \_\_\_\_\_ ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

### WITNESSETH:

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

WHEREAS, the Companies propose to renovate and expand the Company's existing manufacturing facility in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of at least sixty-four (64) new, full-time jobs and an investment of at least \$4,000,000 in the County; and

WHEREAS, the County Council approved on November 13, 2017, Resolution No. 0979-R2017 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND RECAPITULATION

#### Section 1.01. Statutorily Required Recapitulation.

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

#### (b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:  
Project Shamrock, Lancaster County, South Carolina.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:  
Lancaster County, South Carolina  
Portion of Parcel No.
3. Minimum investment agreed upon: \$4,000,000.
4. Length and term of this Agreement: 25 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 301.1 mills, if the Agreement is executed in calendar year 2017, and 313.0, if the Agreement

is executed in calendar year 2018, except as otherwise provided in the Agreement.

7. Statements

- (a) The Project is to be located in a multi-county park;
- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 57.5% of Negotiated FILOT Payments for each of the first twelve (12) consecutive years in which Negotiated FILOT Payments are required to be made hereunder;
- (d) Payment will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

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

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

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents.

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

“*Agreement*” shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of December 11, 2017.

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

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

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

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

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

“*Event of Default*” shall mean an Event of Default as defined in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

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

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

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

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

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is seven (7) years from the end of the property tax year in which this Agreement is executed by the Companies and the County, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to create jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

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

“*Multi-County Park*” means the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.

“*Multi-County Park Act*” shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

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

“*New Full-Time Job*” means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. Not less than ninety percent (90%) of the persons filling the New Full-Time Job positions must be U.S. citizens.

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

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

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

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

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

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

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

*“Sponsor Affiliate”* shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement.

*“State”* shall mean the State of South Carolina.

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

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

*“Wage Requirement”* means Seventeen Dollars (\$17.00) per hour, and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the “Initial Hourly Wage”). The County shall change the Initial Hourly Wage at the end of the first five-year period to not more than eighty-five percent (85%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to Years 6-10 and at the end of Year 10 the County shall change the Wage Requirement to not more than eighty-five percent (85%) of the Department of Revenue’s then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to Years 11-12. The County shall provide notice to the Sponsor and Sponsor Affiliate of any adjustment to the Wage Requirement.

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

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

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

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

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

(f) Sponsor intends to operate the Project for the purpose of manufacturing [REDACTED]. The Project constitutes a "project" and "economic development property" as provided under the Act.

### ARTICLE III

#### UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the

Companies have otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to take action to place the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

#### ARTICLE IV

##### INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

###### Section 4.01. Investment by Companies in Project.

(a) For the Project, the Companies agree and commit to invest at least Four Million Dollars (\$4,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the following Jobs Commitment: the creation and maintenance of the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes with the "Year" number referring to the year that corresponds with the earlier of either the year following the year in which economic development property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year:

(1) to have employed, as measured over the base number of employees of \_\_\_\_\_ ( ) (the "Base Number of Employees"), in New Full-Time Jobs an average of not less than seventeen (17) during Year 1, for a total of \_\_\_\_\_ ( ) jobs at the facility,

(2) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than thirty-one (31) during Year 2, for a total of \_\_\_\_\_ ( ) jobs at the facility,

(3) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-one (41) during Year 3, for a total of \_\_\_\_\_ ( ) jobs at the facility,

(4) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than fifty-nine (59) during Year 4, for a total of \_\_\_\_\_ ( ) jobs at the facility, and

(5) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty-four (64) during Year 5 and each year thereafter in which the Company is receiving a special source revenue credit, for a total of \_\_\_\_\_ ( ) jobs at the facility.

The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement, each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate New Full-Time Jobs maintained by the Companies at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsor's filings with the State (if required to file by the State) for the preceding calendar year including: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

(c) (1) Each Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each

property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in subsection (a) and (b) of this section (collectively, "Filings").

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

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

#### Section 4.03 Modification of Project.

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

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

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

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

## ARTICLE V

### PAYMENTS IN LIEU OF TAXES

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

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

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

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 301.1 mills, for the Term, if this Agreement is executed in calendar year 2017, or 313.0 mills, if this Agreement is executed in calendar year 2018, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to fifty-seven and five-tenths percent (57.5%) of Negotiated FILOT

Payments for the first twelve (12) consecutive years in which Negotiated FILOT Payments are required to be made hereunder.

(e) The FILOT Payments are to be recalculated:

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

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

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

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

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

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

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

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (2) to enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

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

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment. Specifically, in any year in which the Company fails to meet the Jobs Commitment, the annual Special Source Revenue Credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if in Year 3, the Company should have employed, over the Base Number of Employees, as defined in Section 4.01(b), in New Full-Time Jobs an average of not less than forty-one (41), for a total of \_\_\_\_\_ ( ) jobs at the facility, but the Company employed an average of thirty-five (35), then the Special Source Revenue Credit would be set at 85.37% (35 divided by 41 equals 85.37%) of the amount set in Section 5.01(d) (57.5%) which results in a Special Source Revenue Credit in Year 3 of 49.09% (85.37% times 57.5% equals 49.09%).

(k) In any year after December 31, 2019 in which the Company fails to have employed, as measured over the Base Number of Employees, as defined in Section 4.01(b), in New Full-Time

Jobs an average of not less than ten (10), for a total of not less than \_\_\_\_\_ ( ) jobs at the facility, the Company shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made by the Company and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment"), if Sponsor in the immediately prior year failed to maintain for the Project at least ten (10) New Full-Time Jobs, for a total of not less than \_\_\_\_\_ ( ) jobs at the facility.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2017, and that in the tax year ending December 31, 2020, that the maintained number of New Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property classified as personal property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment for the tax year ending December 31, 2021, would be computed using the millage rate of 375 (instead of 301.1, or 313.0, if applicable) and the 10.5% assessment ratio for the Economic Development Property classified as personal property (instead of 6%).

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

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

## ARTICLE VI

### PAYMENTS BY COMPANIES

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

## ARTICLE VII

### CASUALTY AND CONDEMNATION

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

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

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

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

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or

negligent failure to act where there is a duty to do so by any Company, or any of their agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

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

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

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with

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

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

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

ARTICLE X

TERM; TERMINATION

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

Section 10.02. Termination. The County and the Companies may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Companies' meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

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

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

(2) if default shall be made by any Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Companies written notice of such default, provided, such Company shall have such longer period of time as necessary to cure such default if such Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which such Company has contested the occurrence of such default.

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

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

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

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

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

## ARTICLE XII

### MISCELLANEOUS

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

simultaneous or later exercise by the County or by the Companies of any or all such other rights, powers or remedies.

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

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

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

(a) As to the County:

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

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

Mr. Jamie Gilbert  
Economic Development Director, Lancaster County  
P.O. Box 1809  
Lancaster, South Carolina 29721  
Telephone: (803) 286-3633  
Fax: (803) 416-9497  
Email: [jgilbert@lancastercountysc.net](mailto:jgilbert@lancastercountysc.net)

(b) As to the Sponsor:

Project Shamrock

ATTN: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Burnet R. Maybank, III, Esq.  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201  
Phone: (803) 540-2048  
Email: [bmaybank@nexsenpruet.com](mailto:bmaybank@nexsenpruet.com)

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

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

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

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

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

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

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

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

***[SIGNATURE PAGE TO FOLLOW]***

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

**LANCASTER COUNTY, SOUTH CAROLINA**

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Steve Harper, Chair, County Council

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Larry Honeycutt, Secretary, County Council

ATTEST:

---

Sherrie Simpson, Clerk to Council

**PROJECT SHAMROCK**

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[Name, Title]

**EXHIBIT A**

Land

**[To be inserted]**

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## Agenda Item Summary

Ordinance # / Resolution#: 0980-R2017  
Contact Person / Sponsor: Steve Willis/Veronica Thompson  
Department: Admin.  
Date Requested to be on Agenda: November 27, 2017

**Issue for Consideration:**

Resolution 0980-R2017 related to reimbursement of certain expenditures prior to the issuance by Lancaster County of tax exempt debt.

**Points to Consider:**

County Bond Attorney Frannie Heizer will be her to discuss this Resolution. She briefed the Administration Committee on it Thursday afternoon.

The Resolution is a procedural matter and in no way obligates Lancaster County to borrow any amount. That process, should Council elect to proceed, is handled by way of an Ordinance and public hearing. The amount listed in the Resolution is a “not to exceed” amount for both an Animal Shelter and Fleet Operations facility.

If the Resolution is not adopted then expenditures prior to the ordinance, such as for architectural services, would not be reimbursable from the bond.

Attached is information regarding our current debt status and bond capacity. Frannie will cover this but a debt service millage of 7 mils is very good for a county our size. Our current 8% bond debt capacity is \$12,779,911. While the report shows we would be debt free in 2026 I would remind Council that we routinely issue bonds related to the purchase of fire apparatus on a seven year cycle.

**Funding and Liability Factors:**

N/A at this time. The Resolution does not authorize the incurrence of any debt.

**Council Options:**

Adopt or reject the Resolution.

**Staff Recommendation:**

Adopt the Resolution.

**Committee Recommendation:**

Unanimous favorable recommendation to Council.

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

**RESOLUTION NO. 0980-R2017**

**A RESOLUTION**

**RELATING TO THE DECLARATION OF INTENT BY LANCASTER COUNTY, SOUTH CAROLINA, TO REIMBURSE CERTAIN EXPENDITURES PRIOR TO THE ISSUANCE BY THE COUNTY OF ITS TAX-EXEMPT DEBT.**

WHEREAS, the Internal Revenue Service and U.S. Treasury Department have promulgated Section 1.150-2 of the Treasury Regulations (the "Regulations") that authorizes an issuer to reimburse itself from the proceeds of tax-exempt debt; and

WHEREAS, Lancaster County, South Carolina (the "County"), anticipates incurring expenditures (the "Expenditures") related to certain capital improvements including but limited to constructing and equipping an animal shelter and a fleet facility (the "Project") prior to the issuance by the County of tax-exempt debt for such purpose; and

WHEREAS, the County intends to fund the Project from proceeds of tax-exempt debt not to exceed \$5,500,000; and

WHEREAS, the Regulations require that the governing body of the political subdivision declare an official intent to reimburse an expenditure prior to the incurrence of the expenditure.

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

Section 1. The County Council hereby declares that this Resolution shall constitute its declaration of official intent pursuant to Section 1.150-2 of the Regulations to reimburse the County from the proceeds of tax exempt debt of the County to be issued pursuant to South Carolina state law, for Expenditures with respect to the Project. The County Council anticipates incurring Expenditures with respect to the Project prior to the issuance by the County of its tax-exempt debt for such purposes.

Section 2. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures.

Section 3. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year.

Section 4. The County Council hereby authorizes the use of general fund monies or other funds on hand as the source of funds for the Expenditures with respect to the Project.

Section 5. This Resolution shall be in full force and effect from and after its adoption as provided by law. This Resolution shall be made available for inspection during normal business hours by the general public at the offices of the County.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

## Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0981-R2017
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November I&R Committee November 27, 2017 Council Meeting

**Issue for Consideration:**

Resolution formally adopting the Trap/ Neuter/ Return (T/N/R) project.

**Points to Consider:**

Council has approved this via the annual budget but we have taken no action regarding the “return” portion of the project.

This Resolution adopts the T/N/R method of dealing with stray cats in Lancaster County.

In the interest of full disclosure, this Resolution is heavily plagiarized from Spartanburg County, which has a model T/N/R program.

**Funding and Liability Factors:**

N/A – already in annual budget.

**Council Options:**

Approve or reject the Resolution.

**Staff Recommendation:**

Approve the Resolution.

**Committee Recommendation:**

Unanimous favorable recommendation to Council..

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

RESOLUTION NO. 0981-R2017

**A RESOLUTION**

**TO SUPPORT A FREE ROAMING CAT PROGRAM IN LANCASTER COUNTY TO IMPLEMENT THE TRAP, NEUTER, AND RETURN METHOD AS AN EFFECTIVE WAY TO DEAL WITH STRAY AND FERAL CATS.**

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

**Section 1. Findings.**

WHEREAS, Lancaster County Council further finds that free roaming cats increase the number of strays and contribute to animal overpopulation, and

WHEREAS, Lancaster County Council seeks to reduce the feral and stray cat population by authorizing the implementation of a Free Roaming Cat Program ("Program"), as a humane way to address Lancaster County's Feral cat overpopulation, and

WHEREAS, the Program would implement the Trap, Neuter and Return (TNR) method, where the cat would be spayed or neutered, vaccinated, and ear tipped before being returned to the area where it was trapped, and

WHEREAS, the Program will be administered by the Lancaster County Animal Shelter which can collaborate with interested parties to further develop the growth of the Program as deemed acceptable.

**Section 2.     Adoption by County Council.**

By way of Resolution Number 0981-R2017 the Lancaster County Council hereby authorizes the implementation of a Free Roaming Cat Program in Lancaster County. Furthermore, the Lancaster County Animal Shelter Manager shall report to the Infrastructure & Regulation Committee semi-annually on the programs functionality and success.

**Section 3.     Effective date.**

This Resolution is effective upon its adoption.

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

## Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0982-R2017
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 27, 2017

### **Issue for Consideration:**

Adoption of Lancaster County Airport CIP (FAA requirement).

### **Points to Consider:**

This is an update of the previously adopted Airport CIP. The new CIP runs through Federal Fiscal Year 2023.

The first few years will complete our in-ground infrastructure improvements. This includes runway, taxiway, aprons, and security fencing.

The next phase is to improve structures with the initial project being the Airport terminal. Not shown on the CIP (but which will be shown on the updated Airport Terminal Area Plan) in the out years are the Maintenance Hangar and Parking Hangars.

Airport Engineer Ken Holt noted to the I&R Committee that while we have one year of rolling over federal funds there are time limits which if violated would negatively impact federal funding. That will not allow multiple year roll-overs for larger projects.

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

Noted on the CIP, which shows FAA, SC Aeronautics, and Lancaster County funding.

### **Council Options:**

Approve or reject the Resolution.

### **Staff Recommendation:**

Approve the Resolution. This is also the recommendation of the Airport Commission.

### **Committee Recommendation:**

Unanimous favorable recommendation to Council.

STATE OF SOUTH CAROLINA           )  
  )  
COUNTY OF LANCASTER           )           **RESOLUTION NO. 0982-R2017**

**A RESOLUTION**

**TO ADOPT THE LANCASTER COUNTY AIRPORT  
CAPITAL IMPROVEMENT PLAN FOR  
FEDERAL FISCAL YEAR 2019 THROUGH FEDERAL FISCAL YEAR 2023.**

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

**Section 1.     Adoption by County Council.**

By way of Resolution Number 0982-R2017 the Lancaster County Council hereby adopts the Lancaster County Airport Capital Improvement Plan FFY 2019 – FFY 2023 which is attached hereto.

**Section 2.     Effective date.**

This Resolution is effective upon its adoption.

*(Remainder of page is blank)*

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

## Lancaster County Airport (LKR) Capital Improvement Plan (CIP) FFY 2019 - FFY 2023

FFY 2018 shown for reference

Federal Fiscal Year (FFY)	Project	Phase	Cost	FAA Share	SCAC Share	Sponsor Share
2018	Apron Rehabilitation	Design	\$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	Construction	\$500,000	\$450,000	\$25,000	\$25,000
	Total		\$500,000	\$450,000	\$25,000	\$25,000
	Entitlements		\$60,000	+ \$150,000	- \$450,000	= -\$240,000
2020	Terminal Area Plan	Planning	\$90,000	\$81,000	\$4,500	\$4,500
	Total		\$90,000	\$81,000	\$4,500	\$4,500
	Entitlements		\$0	+ \$150,000	- \$81,000	= \$69,000
2021	Terminal Building	Design	\$250,000	\$225,000	\$12,500	\$12,500
	Total		\$250,000	\$225,000	\$12,500	\$12,500
	Entitlements		\$69,000	+ \$150,000	- \$225,000	= -\$6,000
2022	Roll Over Entitlements		-\$6,000	+ \$150,000	- \$0	= \$144,000
2023	Terminal Building	Construction	\$1,300,000	\$294,000	\$500,000	\$506,000
	Total		\$1,300,000	\$294,000	\$500,000	\$506,000
	Entitlements		\$144,000	+ \$150,000	- \$294,000	= \$0

FAA Total (FFY 2019 through FFY 2023) \$1,050,000

Note: SCAC participates in funding construction of terminal buildings at 50% of the non-federal share up to \$500,000.

November 13, 2017

## Agenda Item Summary

Ordinance # / Resolution#: 0983-R2017  
Contact Person / Sponsor: Steve Willis  
Department: Admin.  
Date Requested to be on Agenda: November 27, 2017

**Issue for Consideration:**

Employee Christmas bonus for FY 2017-2018.

**Points to Consider:**

Council has provided for such in the past and the Administration Committee has discussed this for the current fiscal year.

Our Budget Analyst advises the funding is available for such this fiscal year.

As Council will note, this is coming to you without a formal recommendation though the matter was thoroughly discussed at the Administration Committee. I wanted to make sure that we had the latest financial data before considering this and I ran out of time under the SC FOIA law to add this to the agenda for a decision. It was added for discussion only and no formal decision was reached.

**Funding and Liability Factors:**

\$250 per full time employee.

**Council Options:**

Approve or reject the Resolution.

**Staff Recommendation:**

Approve the Resolution.

**Committee Recommendation:**

While the Administration Committee discussed this issue they did not make a formal recommendation to Council. The fault is mine as I held back bringing this to the Committee until we had current financial data to present and we ran out of time under FOIA to add it to the agenda. This is coming to Council without a formal Committee recommendation.

STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

**RESOLUTION NO. 0983-R2017**

**A RESOLUTION**

**TO AUTHORIZE AN EMPLOYEE CHRISTMAS BONUS FOR FISCAL YEAR 2017 – 2018; TO ALLOW THE FINANCE DEPARTMENT TO PROCEED WITH ISSUANCE.**

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

**Section 1.     Findings**

WHEREAS,   County Council has provided for employee Christmas bonuses in the past; and

WHEREAS,   County Council desires to provide for such this fiscal year.

**Section 2.     Adoption by County Council.**

By way of Resolution Number 0983-R2017 the Lancaster County Council hereby authorizes a Christmas bonus for full-time employees of Lancaster County in the amount of two hundred and fifty dollars (\$250.00). The bonus is to be paid by separate check processed by the Human Resources Department in the month of December. The County Administrator, County Financial Management Director, County Human Resources Director, and such other County staff as may be necessary and convenient are authorized to take such action as may be needed to carry out this Resolution.

**Section 3.     Effective date.**

This Resolution is effective upon its adoption.

**AND IT IS SO RESOLVED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

(SEAL)

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1478

COUNTY OF LANCASTER

)

)

**AN ORDINANCE**

**TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT.**

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

**Section 1. Findings and Determinations; Purpose.**

A. 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, codified as 9.2.18 in Chapter 9 of the Unified Development Ordinance (the "Ordinance"), to enter into development agreements with developers;

(b) Council approved a development agreement for the Avondale development between Sinacori Builders, LLC ("Developer"), and the County of Lancaster and that development agreement, dated November 28, 2016, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 1018, Pages 15-42 (the "Development Agreement");

(c) Developer subsequently assigned it rights under the Development Agreement to D.R. Horton, Inc. ("Subsequent Developer"), pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the Lancaster County Register of Deeds in Deed Book 1029, Pages 34-38.

(c) the Subsequent Developer has requested Council to approve amendments to the portions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

B. It is the purpose of this ordinance to approve an amendment to the Development Agreement with the amendment relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

**Section 2. Approval of First Amendment; Authorization to Act.**

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a First Amendment to the Development Agreement Avondale Development between D.R. Horton, Inc., a Delaware corporation and the County of Lancaster (the "First Amendment") in the name and on behalf of the County of Lancaster. The form of the First Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the First Amendment are incorporated herein by reference as if the First Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the First Amendment and all of its terms, provisions and conditions. The First Amendment 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 the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the First Amendment 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 effectuate the purpose of this ordinance and the First Amendment. The Council and its duly elected or appointed officers and any other County official are each authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance and the First Amendment.

**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.

SIGNATURES FOLLOW ON NEXT PAGE.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie M. Simpson, Clerk to Council

Planning Commission Public Hearing:	October 17, 2017	
First Reading:	October 23, 2017	Passed 7-0
Second Reading:	November 13, 2017	Passed 7-0
Council Public Hearing:	November 27, 2017	
Third Reading:	November 27, 2017	

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**Exhibit A to Ordinance No. 2017-1478**

**First Amendment to the Development Agreement Avondale Development  
between  
D.R. Horton, Inc., and the County of Lancaster**

See attached.

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STATE OF SOUTH CAROLINA	)	FIRST AMENDMENT TO THE
	)	DEVELOPMENT AGREEMENT
COUNTY OF LANCASTER	)	AVONDALE DEVELOPMENT

This **FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE AVONDALE DEVELOPMENT** ("First Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2017, by and between **D.R. HORTON, INC.**, ("Subsequent Developer"), a Delaware corporation, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

### **RECITALS**

**WHEREAS**, the Development Agreement dated November 28, 2016 for the Avondale development was entered into by Sinacori Builders, LLC ("Developer"), a North Carolina limited liability company and the County (the "Development Agreement"). The Development Agreement is recorded in the records of the County Register of Deeds in Deed Book 1018, Pages 15-42;

**WHEREAS**, Developer subsequently assigned it rights under the Development Agreement to Subsequent Developer, pursuant to that certain Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Page 34-38;

**WHEREAS**, Subsequent Developer seeks to amend the Development Agreement as it relates to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road;

**WHEREAS**, Section 5.02 of the Development Agreement provides that amendments to the Development Agreement must be in writing and, for the amendment to be effective, it must be signed by the party against whom the amendment is sought to be enforced;

**WHEREAS**, it is the purpose of this First Amendment to amend provisions of the Development Agreement relating to certain road improvements at the intersection of Calvin Hall Road and Harrisburg Road.

### **FIRST AMENDMENT**

**NOW THEREFORE**, in consideration of the foregoing and the terms and conditions set forth in this First Amendment, the receipt and sufficiency of such consideration being acknowledged by the parties, the parties to this First Amendment intending to be legally bound, agree as follows:

**Section 1.** The above recitals are incorporated in this First Amendment as if the recitals were set out in this First Amendment in their entirety.

**Section 2.** The definitions in Section 1.02 of the Development Agreement are amended by adding definitions for “First Amendment,” “Ordinance No. 2017-\_\_\_\_,” and “Subsequent Developer”:

“(7A) ‘First Amendment’ means the First Amendment to the Development Agreement Avondale Development, dated \_\_\_\_\_, 2017, and approved by passage of Ordinance No. 2017-\_\_\_\_.

(10A) ‘Ordinance No. 2017-\_\_\_\_’ means Ordinance No. 2017-\_\_\_\_ of the County approving the First Amendment.

(15A) ‘Subsequent Developer’ means D.R. Horton, Inc., a Delaware corporation, as successor to the Developer pursuant to an Assignment and Assumption of Development Agreement dated and recorded January 26, 2017 in the records of the County Register of Deeds in Deed Book 1029, Pages 34-38, and its successors in title to the Property who undertake Development of the Property.”

**Section 3.** Section 4.01A. of the Development Agreement, relating to School Payments, is amended to read:

“Section 4.01A. School Payments. (A) 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.

(B) County acknowledges (i) receipt from the Developer of the School Payment prior to the date of the First Amendment, (ii) possession of the School Payment as of the date of the First Amendment, and (iii) County’s intention to remit TWO HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$265,000.00) of the School Payment to the Lancaster County School District on a date after the date of the First Amendment.

(C) County and Subsequent Developer each acknowledge that the governing body of the Lancaster County School District has provided County and Subsequent Developer a document,

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Attn: Michael R. Ganley  
111 Cloister Court, Suite 200  
Chapel Hill, NC 27514”

**Section 6.** Exhibit E of the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

“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.
7. Ordinance No. 2017-\_\_\_\_ approving the First Amendment to this Development Agreement.”

**Section 7.** County agrees to record this First Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this First Amendment.

**Section 8.** (A)(1) The County represents that it has approved this First Amendment by adoption of Ordinance No. 2017-\_\_\_\_ in accordance with the procedural requirements of 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, Lancaster County Ordinance No. 663 and any other applicable law.

(2) The County represents that prior to the final reading of Ordinance No. 2017-\_\_\_\_ 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.

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

**Section 9.** This First Amendment 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 10.** This First Amendment is effective upon its execution.

**IN WITNESS WHEREOF**, D.R. Horton, Inc., has caused this instrument to be executed by its duly authorized Division President, all by order and authority duly granted by its corporate board of directors, as of the day and year first above written.

**D.R. HORTON, INC.,**  
a Delaware corporation

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Brian Etheridge, Division President

\_\_\_\_\_  
Witness #2

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Brian Etheridge personally appeared before me this day and acknowledged that he is Division President of D.R. Horton, Inc., a Delaware corporation, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said corporation.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

**IN WITNESS WHEREOF**, the County of Lancaster, South Carolina, has caused this instrument to be executed by its duly authorized Chair and Secretary, as of the day and year first above written.

**COUNTY OF LANCASTER,  
SOUTH CAROLINA**

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Witness #2

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

\_\_\_\_\_  
Witness #2

**STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER**

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Steve Harper personally appeared before me this day and acknowledged that he is Chair of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County and that Larry Honeycutt personally appeared before me this day and acknowledged that he is Secretary of the County Council of Lancaster County, South Carolina, a body politic and corporate, a political subdivision of the state of South Carolina, and that he, being duly authorized to do so, executed the foregoing for and on behalf of said County..

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

NOTARY SEAL

\_\_\_\_\_  
Signature of Notary Public  
My Commission Expires: \_\_\_\_\_

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# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

## LANCASTER COUNTY PLANNING COMMISSION

### REPORT TO COUNTY COUNCIL

#### DEVELOPMENT AGREEMENT – D.R. Horton (Avondale Amendment)

Pursuant to Sections 9.2.18 Development Agreements, Subsection A.4 and A.5 of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from D.R. Horton the proposed Development Agreement – Avondale (Amendment).

At its meeting on Tuesday, October 17, 2017, the Planning Commission conducted a public hearing on the proposed Development Agreement – D.R. Horton (Avondale Amendment). In addition, by a 6-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – D.R. Horton (Avondale Amendment).

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission



**SINACORI  
-BUILDERS-**

P.O. Box 471785  
Charlotte, NC 28247

Preliminary  
Master Plan  
PDD-27

NO.	DATE	BY	REVISION
01	5-29-15	GW	Revised to include 17-35-13
02	7-27-15	GW	Revised to include 17-35-13
03	8-26-15	GW	Revised to include 17-35-13
04	9-25-15	GW	Revised to include 17-35-13
05	12-20-15	GW	Revised to include 17-35-13
06	11-11-15	GW	Revised to include 17-35-13
07	1-24-16	AW	Revised to include 17-35-13
08	2-20-16	AW	Revised to include 17-35-13
09	3-2-16	MM	Revised to include 17-35-13
10	10-22-16	MM	Revised to include 17-35-13

# 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 27, 2017, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2017-1478, an ordinance titled "AN ORDINANCE TO APPROVE A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT AVONDALE DEVELOPMENT." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *November 8, 2017.*

*Benny F. Gumb*

Notary Public of South Carolina

My Commission Expires  
January 13, 2021.

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STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

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)  
)

ORDINANCE NO. 2017-1480

**AN ORDINANCE**

**TO APPROVE A FIFTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED AS OF DECEMBER 1, 2008 BETWEEN THE COUNTY AND CHESTER COUNTY SO AS TO REMOVE CERTAIN PROPERTY PREVIOUSLY ADDED TO THE PARK AGREEMENT.**

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

**Section 1. Findings and determinations.**

(A) The Council finds and determines that:

(1) pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Lancaster County, South Carolina ("Lancaster County") and Chester County, South Carolina ("Chester County") (collectively, the "Counties") entered into that certain Agreement for the Development of a Joint Industrial and Business Park (the "Park") dated as of December 1, 2008 (the "Original Park Agreement"), as amended by that certain First Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 7, 2009 (the "First Amendment"), that certain Second Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of November 30, 2010 (the "Second Amendment"), that certain Third Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 9, 2013 (the "Third Amendment"), and that certain Fourth Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of September 26, 2016 (the "Fourth Amendment") (the Original Park Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment referred to herein as the "Park Agreement"), which included within the Park certain property of Haile Gold Mine, Inc. (the "Company") and OceanaGold Exploration (Carolina) Inc. ("OceanaGold"), all to be used in connection with the Company's and OceanaGold's anticipated investments in Lancaster County (the "Project");

(2) pursuant to the Second Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment, certain properties identified in Schedule I of the Second Amendment as the Stroud (Charles) Tract;

(3) the Company and OceanaGold have requested the Counties, by way of a Fifth Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A and incorporated herein as if the exhibit were set out in this ordinance in its entirety (the "Fifth Amendment"), to remove the Stroud (Charles) Tract from the Park Agreement.

(B) It is the purpose of this ordinance, in reliance on the information submitted by the Company and OceanaGold, to provide for the County's approval, execution and delivery of the Fifth Amendment.

**Section 2.      Approval of Fifth Amendment.**

Council authorizes and approves the Fifth Amendment to remove the Stroud (Charles) Tract from the Park Agreement.

**Section 3.      Form of Documents.**

The form of the Fifth Amendment is to be in substantially the form of the document attached to this ordinance and 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 their approval of any and all changes or revisions therein from the form of the document attached to this ordinance.

**Section 4.      Officials Authorized to Act.**

The Council Chair and Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Fifth Amendment. The authority of the Council Chair and Council Secretary includes the authority to execute other documents and to do all things necessary to effectuate the purposes of this ordinance. The Clerk to Council is authorized to attest the execution of the Fifth Amendment and any other documents executed to effectuate the purposes of this ordinance.

**Section 5.      Severability.**

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

**Section 6.      Conflicting Provisions.**

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

**Section 7.      Effective Date.**

This ordinance is effective upon Third Reading.

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**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council,

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	October 23, 2017	Passed 6-0-1
Second Reading:	November 13, 2017	Passed 6-0-1
Public Hearing:	November 27, 2017	
Third Reading:	November 27, 2017	

**EXHIBIT A to Ordinance No. 2017-1480**

**FIFTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT  
OF A JOINT INDUSTRIAL AND BUSINESS PARK**

See attached.

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STATE OF SOUTH CAROLINA )  
)  
)  
COUNTY OF LANCASTER )  
COUNTY OF CHESTER )

**FIFTH AMENDMENT TO THE  
AGREEMENT FOR THE DEVELOPMENT  
OF A JOINT INDUSTRIAL  
AND BUSINESS PARK**

---

**This Fifth Amendment to the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County and Chester County is dated as of \_\_\_\_\_, 2017 (the “Fifth Amendment”), and removes certain property previously owned by OceanaGold Exploration (Carolina) Inc. from the Park Agreement.**

**More specific information on the properties may be found in the body of this Fifth Amendment and in the attached Schedule.**

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RECITALS

Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, Lancaster County, South Carolina (“Lancaster County”) and Chester County, South Carolina (“Chester County”) (collectively, the “Counties”) entered into that certain Agreement for the Development of a Joint Industrial and Business Park (the “Park”) dated as of December 1, 2008 (the “Original Park Agreement”), as amended by that certain First Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 7, 2009 (the “First Amendment”), that certain Second Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of November 30, 2010 (the “Second Amendment”), that certain Third Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of December 9, 2013 (the “Third Amendment”), and that certain Fourth Amendment to the Agreement for the Development of a Joint Industrial and Business Park dated as of September 26, 2016 (the “Fourth Amendment”) (the Original Park Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment referred to herein as the “Park Agreement”), which included within the Park certain property of Haile Gold Mine, Inc. (the “Company”) and OceanaGold Exploration (Carolina) Inc. (“OceanaGold”), all to be used in connection with the Company and OceanaGold’s anticipated investments in Lancaster County (the “Project”).

Pursuant to the Second Amendment, the Counties agreed to include in the Original Park Agreement, as amended by the First Amendment, certain property identified in Schedule I of the Second Amendment as the Stroud (Charles) Tract.

FIFTH AMENDMENT

This **FIFTH AMENDMENT** to the Park Agreement is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Lancaster County and Chester County.

By authority of Ordinance No. 2017-\_\_\_\_\_ enacted by the County Council of Lancaster County on \_\_\_\_\_, 2017, and Ordinance No. \_\_\_\_\_ enacted by the County Council of Chester County on \_\_\_\_\_, 2017, for value received, Lancaster County and Chester County agree that Exhibit A – Lancaster County Properties to the Park Agreement is amended to remove the Stroud (Charles) Tract, as identified in Schedule I, attached to this Fifth Amendment and incorporated herein as if the schedule were set out in this amendment in its entirety.

All other terms and provisions of the Park Agreement shall remain in full force and effect.

**WITNESS** our hands and seals, effective as of the day first above written.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

ATTEST:

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

**CHESTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
K. Shane Stuart, Chair, County Council

ATTEST:

\_\_\_\_\_  
Karen Lee, Clerk to County Council

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## FIFTH AMENDMENT TO THE PARK AGREEMENT

### SCHEDULE I

The Stroud (Charles) Tract, as previously added to Exhibit A – Lancaster County Properties of the Park Agreement pursuant to Schedule I of the Second Amendment to the Park Agreement, is removed from the Park Agreement. The Stroud (Charles) Tract is identified in the Second Amendment by the following legal description and tax map number:

#### **Stroud (Charles) Tract:**

ALL that certain piece, parcel or tract of land, lying being and situate in Flat Creek Township, Lancaster County, South Carolina, containing .75 acres as shown on plat entitled "Property Survey" prepared for Haile Gold Mine Inc., by Holland Surveyors, LLC, dated September 22, 2010, and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book 2010, page 430; and having such metes, bounds, courses and distances as shown on said plat.

Being all of the same property conveyed to Charles R. Stroud and Marcie B. Stroud, for and during their lifetime, and at the death of both unto Daniel Ray Stroud, Karen S. Bowers and Tammy S. Croxton, by deed of Charles R. Stroud and Marcie B. Stroud, dated May 12, 2003 and recorded May 12, 2003 in Book 194, page 272. Daniel Ray Stroud is deceased and his sole heirs now holding his remainder interest are his children Joshua Ray Stroud and Bailey Braxton Stroud.

TMS No.: 0118-00-060.00

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# The Lancaster News

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

## NOTICE OF PUBLIC HEARING Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, November 27, 2017, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2017-1480, an ordinance titled "AN ORDINANCE TO APPROVE A FIFTH AMENDMENT TO THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK DATED AS OF DECEMBER 1, 2008 BETWEEN THE COUNTY AND CHESTER COUNTY SO AS TO REMOVE CERTAIN PROPERTY PREVIOUSLY ADDED TO THE PARK AGREEMENT." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *November 8, 2017*.



Notary Public of South Carolina

My Commission Expires  
January 13, 2021.

## County Council Agenda Item Summary

Ordinance # / Resolution#:	Ordinance #2017-1486
Contact Person / Sponsor:	Jamie Gilbert
Department:	Economic Development
Date Requested to be on Agenda:	November 27, 2017

### **Issue for Consideration:**

Founders Federal Credit Union (Founders) has an existing fee-in-lieu-of-taxes (FILOT) and special source revenue credit (SSRC) agreement that was entered into with Lancaster County in September 2009 that was for their headquarters in Lancaster. The FILOT is for twenty years and provides an assessment rate of 6% for all real and personal property with a locked in millage rate of 386 mills. The FILOT has a five year investment period that runs from 2011-2015. The minimum investment required was \$2.5 million. To date the company has invested over \$50 million. In addition to the FILOT, Founders has a twenty year SSRC of 50% annually that applies to the FILOT payments. The headquarters facility employs approximately 350 associates.

Founders and the Lancaster County Department of Economic Development are requesting the following:

- 1) A five year extension of the investment period that will apply for all taxable property investments made from 2016-2020.
- 2) A second SSRC that will only be applied if the five year extension of the investment period is considered or found to be invalid. If that were to occur, the second SSRC would allow those investments from 2016-2020 to be calculated as if they were under the FILOT agreement.

### **Points to Consider:**

Founders is the 9<sup>th</sup> largest employer in Lancaster County and has been a strong contributor to the community's economic and social fabric for many decades. A five year extension of Founders FILOT investment period and a second SSRC if needed, will greatly assist the company with both its headquarters operations and the work it does in the community.

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

There is no funding required or liability factors.

### **Council Options:**

Vote to approve or reject Ordinance #2017-1486

### **Recommendation:**

Approve Ordinance #2017-1486.

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STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2017-1486

)

**AN ORDINANCE**

**TO APPROVE THE EXTENSION OF THE INVESTMENT PERIOD UNDER THE FEE AGREEMENT DATED SEPTEMBER 14, 2009 BY AND BETWEEN LANCASTER COUNTY AND FOUNDERS FEDERAL CREDIT UNION; TO AUTHORIZE AND APPROVE AN INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE EXTENSION.**

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

**Section 1. Findings and Determinations.**

The Lancaster County Council finds and determines that:

a. Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution and the Code of Laws of South Carolina 1976, as amended, and the case law of the Courts of the State of South Carolina (the "State") to offer and provide certain privileges, benefits, and incentives to certain industries and other commercial enterprises as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into agreements with any industry to provide a fee in lieu of taxes payment pursuant to the Act for certain qualifying projects and to provide special source revenue credits against those fee in lieu of taxes payments;

b. the County, acting by and through the Council, is authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCP Act"), to create multicounty parks and to provide special source revenue credits to projects that are located in the multi-county park in order to enhance the economic development of the County;

c. in the exercise of the foregoing powers, the County and Founders Federal Credit Union (the "Company"), have heretofore entered into a Fee Agreement dated September 14, 2009 (the "Fee Agreement"), providing for certain incentives, including without limitation, payment of a fee-in-lieu of taxes ("FILOT") with respect to the Company's Project (as defined in the Fee Agreement);

d. the Fee Agreement provides for an Investment Period (as defined in the Fee Agreement) of five (5) years (the "Investment Period");

e. the Company has requested that the County extend the Investment Period, as permitted by Section 12-44-30(13) of the Act, by five (5) years so that the Investment Period will end on December 31, 2020;

f. the Company and the County acknowledge that due to the uncertainty surrounding the timing of the application of the extension request by the Company and the actual expiration date of the Investment Period, the parties desire to implement the extension through an Investment Period Extension and Infrastructure Credit Agreement providing for, among other things, special source revenue credit agreements, in the form attached hereto as Exhibit A (the "Extension Agreement"); and

g. the Company has made additional investments in the County and anticipates making additional investments in the County in the future and the County would like to provide an incentive to the Company to continue to operate and maintain employment at the Project and to continue to invest in the Project, and hereby finds that substantial public benefit will be derived from the Company continuing the operation of the Project and continuing the investments in the County.

## **Section 2. Statutory Findings.**

Council makes the following additional findings and determinations:

a. The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions to extend the Investment Period and provide special source revenue credits, as set forth in the Extension Agreement, will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

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

c. The Project has and 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, the Fee Agreement and the Extension Agreement 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, the Fee Agreement and the Extension Agreement, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

f. The benefits of the Project, the Fee Agreement and the Extension Agreement to the public will be greater than the costs to the public; and

g. The extension of the Investment Period would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to maintain the Project and the employment related thereto and to make additional investments in the County.

**Section 3.      Approval of Extension of Investment Period and Extension Agreement.**

A. Pursuant to Section 12-44-30(13) of the Act, the County approves an extension of the Investment Period under the Fee Agreement, so that the total Investment Period under the Fee Agreement is ten (10) years. The first reading of this ordinance shall constitute approval of the extension of the Investment Period to the maximum extent permitted by law.

B. The form, terms, and provisions of the Extension 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 Extension 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 Extension Agreement in the name of and on behalf of the County, and thereupon to cause the Extension Agreement to be delivered to the Company. The Extension 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 Extension Agreement attached to this ordinance.

C. The purpose of the Extension Agreement is to provide, as authorized pursuant to the MCP Act, for a special source revenue credit equal to the savings that would be realized by the Company in case the extension of the Investment Period by five (5) years, as approved in subsection A of this Section 3, is considered or found to be invalid.

**Section 4.      Further Actions.**

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 approval of the extension of the Investment Period, the execution and delivery of the Extension Agreement and the performance of all obligations of the County under and pursuant to the Extension Agreement.

**Section 5.      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 6.      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 7.      Effective Date.**

This ordinance is effective upon Third Reading, except that the provisions of Section 3.A., relating to the extension of the Investment Period, is effective November 27, 2017.

SIGNATURES FOLLOW ON NEXT PAGE.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First reading:	November 27, 2017	
Second reading:	December 11, 2017	(Tentative)
Public hearing:	December 11, 2017	(Tentative)
Third reading:	January 8, 2018	(Tentative)

\_\_\_\_\_

**Exhibit A to Ordinance No. 2017-1486**

**Investment Period Extension and Infrastructure Credit Agreement**

See attached.

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INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

among

LANCASTER COUNTY, SOUTH CAROLINA;

and

FOUNDERS FEDERAL CREDIT UNION,  
a federal credit union

Dated as of \_\_\_, 2018

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## INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

This INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2018 (the "Agreement"), is between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"); and FOUNDERS FEDERAL CREDIT UNION, a federal credit union (the "Company").

### WITNESSETH:

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

WHEREAS, the Company and the County entered into a Fee Agreement dated September 14, 2009 pursuant to the FILOT Act (the "Fee Agreement") in connection with the Company's investment in the establishment of a new corporate headquarters facility which constituted a project within the meaning of the Act, the cost of which exceeded \$30,000,000 (the "Project"), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Company wishes to extend the Investment Period (as defined in the Fee Agreement) by an additional five (5) years in order to continue to invest in the Project and the County desires to extend the Investment Period in order to encourage the Company to continue to make investments in the County and to create additional jobs; and

WHEREAS, there is uncertainty about the efficacy of the authorization of the extension of the Investment Period under Section 12-44-30(13) of the FILOT Act as a result of the timing of the extension request and the County and the Company wish to ensure the Company receives the benefits of a five (5) year extension of the Investment Period; and

WHEREAS, the County, acting by and through the County Council, as authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCBP Act"), has previously created a multicounty business park encompassing the site upon which the Project is located in order to enhance the economic development of Lancaster County (the "Park"); and

WHEREAS, the County desires to authorize the extension of the Investment Period and, to the extent required should such authorization not be valid or recognized, to provide a special source revenue credit (the "SSRC") against the payments due by the Company as a result of the

location of the Project in the Park in order to provide the savings that the Company would have realized in the case of an extension of the Investment Period by five (5) years, which SSRC will reimburse the Company for the costs of acquiring and constructing certain infrastructure, real estate and improvements with respect to the Project (the "Infrastructure"); and

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

## ARTICLE I

### DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

"Agreement" shall mean this Investment Period Extension and Infrastructure Credit Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

"Company" shall mean, collectively, Founders Federal Credit Union, a federal credit union.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

“Fee Agreement” means the Fee Agreement by and between Lancaster County, South Carolina and Founders Federal Credit Union, a federal credit union, dated as of September 14, 2009.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code.

“Infrastructure” shall mean the Project’s infrastructure, real estate and all improvements thereon, as are permitted under the MCBP Act.

“Investment Period” shall have the meaning assigned to it in the Fee Agreement.

“Lancaster Fee Payments” shall mean payments in lieu of taxes made to the County by the Company with respect to the Project.

“MCBP Act” shall mean, collectively, Sections 4-1-170, -172 & -175 of the Code, Sections 4-29-68 and 12-44-70 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

“Ordinance” shall mean Ordinance No. 2017-\_\_\_\_ enacted by the County Council on \_\_\_\_\_, 2018, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated December 1, 2008, between the County and Chester County, South Carolina, as amended or supplemented, or any other park agreement providing for the establishment of a park in which the Project is to be included.

“Park” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

“Person” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

“Special Source Revenue Credits” or “SSRCs” shall mean the credits to the Company’s fee in lieu of tax payments to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

SECTION 2.01      Representations by the County. (a) The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State of South Carolina; (ii) it is authorized by the FILOT Act and MCBP Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the FILOT Act, the MCBP Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

(b) The County agrees it will take all reasonable actions and use its best efforts to ensure that the Project remains located in the Park. If it becomes necessary to move the land on which the Project is located from the Park to another park 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 MCBP 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.

SECTION 2.02      Representations by the Company. The Company represents and warrants that it: (i) is validly existing and in good standing under the laws of the State; (ii) is authorized to transact business in the State; (iii) has the power to enter into this Agreement; (iv) has by proper action approved this Agreement; and (v) has authorized its officials to execute and deliver this Agreement.

SECTION 2.03      Covenants of County and Company.

The County and Company covenant, each to the other, that they will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; *provided, however, that* such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State, or any other political subdivision of the State.

ARTICLE III

APPROVAL OF EXTENSION OF INVESTMENT PERIOD AND AUTHORIZATION OF  
SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01      Approval of Investment Period Extension. The County hereby agrees to the extension of the Investment Period under the Fee Agreement by five (5) years.

SECTION 3.02      Payment of Costs of Infrastructure. (a) The Company has paid and, to the extent not yet paid, agrees to pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company to the extent such are not yet complete. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

(b) The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on the Costs of Infrastructure shall equal or exceed the cumulative dollar amount of all the Special Source Revenue Credits received by the

Company pursuant to Section 3.03 of this Agreement. For purposes of determining the amount expended on the Costs of Infrastructure and for determining whether the Company has met or exceeded the investment requirement in Section 3.03(a), the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form) of the South Carolina Department of Revenue as equivalent to the cumulative dollar amount expended by the Company on the Costs of Infrastructure and the amount invested in the Project.

SECTION 3.03      Special Source Revenue Credits.

(a) If the extension of the Investment Period approved in Section 3.01 of this Agreement is determined to be invalid or ineffective, then the County agrees to provide Special Source Revenue Credits as follows: the Company shall receive a Special Source Revenue Credit but only to the extent and in the amount needed to lower the Company's annual Lancaster Fee Payment to an amount equal to the amount that would be due under the Fee Agreement if the Company had received a five (5) year extension of the Investment Period.

(b) The SSRC shall be applied as a set-off against the Lancaster Fee Payment for the year in question.

(c) This Agreement and the SSRCs in this Agreement are limited obligations of the County provided by the County solely from the Lancaster Fee Payments derived from the Company pursuant to the Park Agreement and Fee Agreement, and do not and shall never constitute an indebtedness of the County within the meaning of any constitutional or statutory provision and do not and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit, and taxing power of the County are not pledged for the special source revenue credits.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing is limited solely and exclusively to the provision of Special Source Revenue Credits against the Company's Lancaster Fee Payments. The County is not be required to execute or perform any of its duties, obligations, powers, or covenants in this Agreement except to the extent of the Lancaster Fee Payments received from the Company.

SECTION 3.04      Cessation of Operations. Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the SSRC ends if the Company closes the Project or otherwise ceases operations at the Project. The Company agrees that if the Agreement is terminated pursuant to this Section 3.04, that under no circumstance shall the County be required to refund or pay any monies to the Company.

#### ARTICLE IV

##### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01      Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a)      A copy of the Ordinance certified by the Clerk to Council to have been duly enacted by the County Council and to be in full force and effect on the date of such certification; and

(b)      Such additional certificates relating to the proceedings for the adoption of the Ordinance as the Company may reasonably request.

SECTION 4.02      Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company or its assignee, *provided, however, that* the assignee has agreed to be bound by the Company's obligations under this Agreement.

SECTION 4.03      Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

#### ARTICLE V

THIS ARTICLE IS INTENTIONALLY LEFT BLANK.

#### ARTICLE VI

##### EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NONWAIVER

SECTION 6.01      Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Agreement, any one or more of the following occurrences:

(a)      Failure by the Company to make any payments within the times specified in this Agreement, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however, that* the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b)      A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c)      Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period

of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

#### SECTION 6.02 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate this Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County under this Agreement or otherwise for monetary damages resulting from the Company's failure to meet any investment, wage and job requirements.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate this Agreement;
- (3) unless otherwise provided by law, withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action to the extent allowed by law.

#### SECTION 6.03 Reimbursement of Legal Fees and Expenses and Other Expense.

Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party

shall be entitled, within 30 days of demand therefore, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.04      Nonwaiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy in this Agreement. No waiver of any provision in this Agreement shall be effective unless the same shall be in writing and signed by the waiving party hereto.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01      Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02      Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03      Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04      No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Revenue Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05      Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile or other commonly-used electronic transmission and confirmed by United States first-class registered mail, postage prepaid

or (iii ) reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) if to the County:

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

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

Mr. Jamie Gilbert  
Economic Development Director, Lancaster County  
P.O. Box 1809  
Lancaster, South Carolina 29721  
Telephone: (803) 286-3633  
Fax: (803) 416-9497  
Email: [jgilbert@lancastercountysc.net](mailto:jgilbert@lancastercountysc.net)

(b) if to the Company:

Founders Federal Credit Union  
Attn: Larry Higgins  
737 Plantation Road  
Lancaster, SC 29720

with a copy to:

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06      Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07      Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08      Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09      Administrative Expenses.

(a) 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 7.09(a), "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) this Agreement, (ii) the fulfillment of its obligations under this Agreement; and (iii) the implementation and administration of the terms and provisions of the documents after the date of execution thereof but only in case such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of this Agreement.

(b) 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 fee payments and the Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this Section 7.09(b) is capped at Five Hundred and No/100 dollars (\$500.00).

SECTION 7.10      Confidentiality/Limitation on Access to Project.

(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. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep

confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this 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 7.11      Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or the Fee Agreement or in certificates delivered in connection with the execution and delivery of this Agreement. To the extent that this Agreement contains provisions that conflict or are inconsistent with provisions contained in the Fee Agreement, the provisions of this Agreement supersede the other provisions and this Agreement is controlling.

SIGNATURES FOLLOW ON NEXT PAGE

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IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Agreement to be executed by the Chair and Secretary of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk to Council, and Founders Federal Credit Union has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

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Steve Harper, Chair, County Council

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Larry Honeycutt, Secretary, County Council

ATTEST:

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Sherrie Simpson, Clerk to Council

FOUNDERS FEDERAL CREDIT UNION

Signature: \_\_\_\_\_

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that certain piece, parcel or tract of land, lying, being and situate in the City of Lancaster, Lancaster County, South Carolina, on the south side of Plantation Road and on the West side of Gillsbrook Road, containing twenty-six and eight hundred eighty-three thousandths (26.883) acres, more or less, and being shown, described and designated as "AREA = 26.883 AC" on plat of survey made by J.C. Crumpler, SCRLS, dated October 23, 2007, revised March 4, 2008, entitled "Plat of Property of Founders Federal Credit Union" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2008, page 204. Reference to said plat is made for a more minute description.

DERIVATION: Being property conveyed to Springland Associates, LLC by deed of Springland, Inc., dated December 28, 1995, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book S-13, page 51.

Tax Map No. 0067F-0D-001.00

~#4828-4625-8770 v.1~

**LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE**

Name Michelle Simonetti County Council District 1

Mailing Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Registered Voter yes<sup>Y</sup> \_\_\_\_\_ no \_\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: Hornerm80@gmail.com

Occupation EHR Training Specialist Place of employment Compulink

Address Home based contractor Normal working hours Flexible  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Health & Wellness 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

**Reason for interest**

I am interested in applying my experiences to educate everyone from child to geriatric on topics of health & wellness.

**Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)**

Bachelor degree- Neuroscience research focused; passionate about clean eating, natural health remedies. Many people are interested in learning about how their bodies work to process food and chemicals; I would have interest in hosting events in the area.

Do you presently serve any State, County or Municipal Boards? No If yes, list \_\_\_\_\_

Have you ever served on a county board? No If yes, list \_\_\_\_\_

Additional pertinent information

Applicant's signature

eSigned via SeamlessDocs.com  
  
Key: 349d8b47d83d7e7a264bd1c81dd9b1

Date \_\_\_\_\_

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 2972 1 4 5

## Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 27, 2017

### **Issue for Consideration:**

Creation of Accommodations Tax Advisory Committee.

### **Points to Consider:**

SC § 6-4-24 (A), reads:

*(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived.*

A copy of Ordinance 2017-1467, previously adopted by Council, is attached.

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

The committee is advisory in nature only and Council retains all financial control.

### **Council Options:**

Council must appoint members to the new body. Council retains appointive authority of the members and is free to consider other members.

### **Staff Recommendation:**

Consideration of the following nominees:

Two from the lodging industry – Nash Patel, Manager of the Executive Inn in Kershaw and Johannes Trump, Owner/ Operator of Kilburnie

One from the food and beverage industry – Mike Dial, Owner of 521 BBQ and Grill

One from Council of the Arts – Council of the Arts Executive Director Debbie Jaillette

One from the Chamber of Commerce – Chamber President Dean Faile

Ex-officio: Chief Financial Officer and Budget Analyst – Veronica Thompson and Kim Hill

### **Committee Recommendation:**

Unanimous favorable recommendation to Council.

## Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	All November Council Committees November 27, 2017 Council Meeting

### **Issue for Consideration:**

Adoption of Lancaster County 2018 calendar.

### **Points to Consider:**

We are required by state law to adopt and publish an annual calendar.

This version has been reviewed by applicable departments and Boards. It needs to be reviewed by the three Council Committees prior to coming to Council.

Nothing prevents the calendar from being amended at a later date.

I would call attention to the following changes from the current year:

1. The Planning Commission will meet at 6:00 pm instead of 6:30 pm.
2. The Community Relations Commission will meet at the Marine Corps League building instead of in Council Chambers.
3. The May 28<sup>th</sup> Council meeting has been moved to Tuesday May 29<sup>th</sup> due to the Memorial Day holiday.

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

N/A

### **Council Options:**

Approve as presented or amend the 2018 calendar. One must be adopted.

### **Staff Recommendation:**

Approve as presented. A motion and vote by Council is needed.

### **Committee Recommendation:**

Unanimous favorable recommendation to Council.

## 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 6:00 p.m. \*Please Note: There is only one meeting scheduled in July. It will be the 3<sup>rd</sup> Monday.

January	Monday	January 8, 2018	July	Monday	July 16, 2018
	Monday	January 22, 2018		<b>*changed to the 3<sup>rd</sup> Monday of the month**</b>	
February	Monday	February 12, 2018	August	Monday	August 13, 2018
	Monday	February 26, 2018		Monday	August 27, 2018
March	Monday	March 12, 2018	September	Monday	September 10, 2018
	Monday	March 26, 2018		Monday	September 24, 2018
April	Monday	April 09, 2018	October	Monday	October 08, 2018
	Monday	April 23, 2018		Monday	October 22, 2018
May	Monday	May 14, 2018	November	Monday	November 12, 2018
	Tuesday	May 29, 2018 *changed		Monday	November 26, 2018
		due to Memorial Day*	December	Monday	December 10, 2018
June	Monday	June 11, 2018		December 24, 2018	<b>MEETING</b>
	Monday	June 25, 2018			<b>CANCELLED</b> (Christmas Holidays)

The Lancaster County Community Relations Commission meets the third Thursday at the Marine Corps League Lodge, 347 East Brooklyn Ave Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 18, 2018	June	Thursday	June 28, 2018
February	Thursday	February 15, 2018	August	Thursday	August 16, 2018
March	Thursday	March 15, 2018	September	Thursday	September 20, 2018
April	Thursday	April 19, 2018	October	Thursday	October 18, 2018
May	Thursday	May 17, 2018	November	Thursday	November 15, 2018
June	Thursday	June 21, 2018	December	Thursday	December 20, 2018

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 4 2018	July	Thursday	July 05, 2018
February	Thursday	February 01, 2018	August	Thursday	August 02, 2018
March	Thursday	March 01, 2018	September	Thursday	September 06, 2018
April	Thursday	April 05, 2018	October	Thursday	October 04, 2018
May	Thursday	May 03, 2018	November	Thursday	November 01, 2018
June	Thursday	June 07, 2018	December	Thursday	December 06, 2018

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 14, 2018	August	Wednesday	August 8, 2018
April	Wednesday	April 11, 2018	October	Wednesday	October 10, 2018
June	Wednesday	June 13, 2018	December	Wednesday	December 12, 2018

The Lancaster County Historical Commission meets the second Tuesday at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.

January	Tuesday	January 09, 2018	July	Tuesday	July 10, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 08, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	NO MEETING SCHEDULED

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

January	Wednesday	January 17, 2018	July	Wednesday	July 18, 2018
February	Wednesday	February 21, 2018	August	Wednesday	August 15, 2018
March	Wednesday	March 21, 2018	September	Wednesday	September 19, 2018
April	Wednesday	April 18, 2018	October	Wednesday	October 17, 2018
May	Wednesday	May 16, 2018	November	Wednesday	November 21, 2018
June	Wednesday	June 20, 2018	December	Wednesday	December 19, 2018

**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 30, 2018
March	Tuesday	March 27, 2018
May	Tuesday	May 29, 2018
July	Tuesday	July 31, 2018
September	Tuesday	September 25, 2018
November	Tuesday	November 27, 2018

**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/ 6:00 pm on the third Tuesday for Regular Meeting.**

January	Work Session	Thursday	January 4, 2018
	Regular Meeting	Tuesday	January 16, 2018
February	Work Session	Thursday	February 1, 2018
	Regular Meeting	Tuesday	February 20, 2018
March	Work Session	Thursday	March 1, 2018
	Regular Meeting	Tuesday	March 20, 2018
April	Work Session	Thursday	April 5, 2018
	Regular Meeting	Tuesday	April 17, 2018
May	Work Session	Thursday	May 3, 2018
	Regular Meeting	Tuesday	May 15, 2018
June	Work Session	Thursday	June 7, 2018
	Regular Meeting	Tuesday	June 19, 2018
July	Work Session	Thursday	July 5, 2018
	Regular Meeting	Tuesday	July 17, 2018
August	Work Session	Thursday	August 2, 2018
	Regular Meeting	Tuesday	August 21, 2018
September	Work Session	Thursday	September 6, 2018
	Regular Meeting	Tuesday	September 18, 2018
October	Work Session	Thursday	October 4, 2018
	Regular Meeting	Tuesday	October 16, 2018
November	Work Session	Thursday	November 1, 2018
	Regular Meeting	Tuesday	November 20, 2018
December	Work Session	Thursday	December 6, 2018
	Regular Meeting	Thursday	December 18, 2018

**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 16, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 20, 2018	August	Tuesday	August 21, 2018
March	Tuesday	March 20, 2018	September	Tuesday	September 18, 2018
April	Tuesday	April 17, 2018	October	Tuesday	October 16, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 20, 2018
June	Tuesday	June 19, 2018	December	Tuesday	December 18, 2018

**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 09, 2018	July	NO MEETING SCHEDULED	
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 08, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 12, 2018

**The Lancaster County Board of Zoning Appeals meets on the 1<sup>st</sup> Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:00 pm.**

January	Tuesday	January 02, 2018	July	Tuesday	July 03, 2018
February	Tuesday	February 06, 2018	August	Tuesday	August 07, 2018
March	Tuesday	March 06, 2018	September	Tuesday	September 04, 2018
April	Tuesday	April 03, 2018	October	Tuesday	October 02, 2018
May	Tuesday	May 01, 2018	November	Tuesday	November 06, 2018
June	Tuesday	June 05, 2018	December	Tuesday	December 04, 2018

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

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

**Council Standing Committees**

**The Public Safety Committee will now meet the Tuesday following the 1<sup>st</sup> Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 5:00 p.m., and at other times as called by the Chair.**

January	Tuesday	January 09, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 11, 2018

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

January	Tuesday	January 09, 2018	July	Tuesday	July 17, 2018
February	Tuesday	February 13, 2018	August	Tuesday	August 14, 2018
March	Tuesday	March 13, 2018	September	Tuesday	September 11, 2018
April	Tuesday	April 10, 2018	October	Tuesday	October 09, 2018
May	Tuesday	May 15, 2018	November	Tuesday	November 13, 2018
June	Tuesday	June 12, 2018	December	Tuesday	December 11, 2018

**The Administration Committee meets on the Thursday following the 1<sup>st</sup> Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times as called by the Chair.**

January	Thursday	January 11, 2018	August	Thursday	August 16, 2018
February	Thursday	February 15, 2018	September	Thursday	September 13, 2018
March	Thursday	March 15, 2018	October	Thursday	October 11, 2018
April	Thursday	April 12, 2018	November	Thursday	November 15, 2018
May	Thursday	May 17, 2018	December	Thursday	December 13, 2018
June	Thursday	June 14, 2018			
July	Thursday	July 19, 2018			

**HOLIDAY OBSERVANCES FOR THE YEAR 2017**

Holiday	Date Observed
New Year's Day	Monday, January 1, 2018
Martin Luther King Day	Monday, January 15, 2018
Easter Monday	Monday, April 02, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 4, 2018
Labor Day	Monday, September 3, 2018
Thanksgiving Day Day After Thanksgiving	Thursday, November 22, 2018 and Friday, November 23, 2018
Christmas Eve Christmas Day Day after Christmas	Monday, December 24, 2018 Tuesday, December 25, 2018 Wednesday, December 26, 2018
New Year's Day 2019	Tuesday, January 1, 2019

FILED  
OFFICE OF CLERK  
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE NO. 2014-1299

2014 DEC 10 PM 3:51  
CLERK OF COURT  
LANCASTER SC  
AN ORDINANCE

TO AMEND SECTION 26-27 OF THE LANCASTER COUNTY CODE RELATING TO THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD SYSTEM AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, over the past decade the extraordinary growth in Lancaster County's population and the roadways associated therewith has made it necessary for Council to consider appropriate modifications to the present ordinance that establishes the policy of accepting roads into the county system; and

WHEREAS, so as to distinguish between existing roads that have long since been constructed and those other newer roads, including those to be constructed in the future, the following amendments hereby are adopted.

THEREFORE, be it **ORDAINED** by the Council of Lancaster County, South Carolina:

Section 26-27 of the Lancaster County Code is amended to read:

**Section 1.** Acceptance of roads.

- (A) This amendment shall not impact those roads previously accepted into the Lancaster County roadway system.
- (B) There is hereby established several categories of roads that may be considered by Council for acceptance into the public road system, namely:
  - (1) **Legacy roads** – these roads are considered to be those roads that have been platted and built prior to the passage of Lancaster County Ordinance 2008-915, passed on December 1, 2008. To be accepted by the County, each of the following conditions must be met on or before December 31, 2015.
    - (a) The roadway must have a soil compaction of not less than ninety five (95%) percent and a roadbed of four (4) inches of stone and two (2) inches of asphalt.
    - (b) The roadway must have a dedicated right-of-way of at least fifty (50') feet and a paved area of not less that eighteen (18') feet in width.
    - (c) The roadway must be inspected by the Lancaster County Public Works Director prior to acceptance. Any repair work, less and excepting any normal aging, must be completed and approved prior to acceptance.
    - (d) Prior to acceptance, the owner must provide to the County the following documentation:
      - (i) Attorney's opinion letter regarding legal authority to transfer road;
      - (ii) Recorded plat indicating road(s) to be transferred;

- (iii) Recorded deed describing road(s) to be transferred;
  - (iv) Engineering report and verification that roadway standard noted herein has been met;
  - (v) If any repairs noted in (c) above were necessary, owner must provide a one year written warranty on the said repairs.
  - (e) Upon the prior conditions having been met, the roadway shall be accepted by the county staff without the requirement of Council approval.
  - (f) Under no circumstances shall the county accept ownership or responsibility for sidewalks, landscaped medians, storm water infrastructure outside the road right-of-way, detention ponds, street trees, decorative stamped asphalt or concrete, pavers, street lights or other similar items.
- (2) Post Ordinance 2008-915 roads – these roads are considered to be those roads that were “identified and created through the submission of a preliminary plan” following the passage of Lancaster County Ordinance 2008-915 on December 1, 2008 but prior to January 1, 2015. To be accepted by the County, the following shall be mandatory:
- (a) Each requirement and condition set forth in Ordinance 2008-915 must be accomplished;
  - (b) Each requirement shall be completed by the owner on or before December 31, 2017;
- (3) Roads within a Planned Development District, a residential subdivision or cluster subdivision overlay community that are identified and created through the submission of a preliminary plan after January 1, 2015 will be private - Subject only to the specific exception noted below, the approval process for these roads shall have the following two requirements:
- (a) The platted roadway must indicate with specificity on the plat to be recorded that the road will remain privately owned and privately maintained.
  - (b) The owner of the roadway must provide to Lancaster County sufficient proof that there is in existence a legally created property owners association or other similar entity for the purpose of providing perpetual maintenance and repairs for the road.
  - (c) One exception shall exist to the requirements set forth in Paragraph (3)(a) and (3)(b). Upon proof that the road in question has been built in full compliance with Ordinance 2008-915, Council may vote to accept the road into the county system upon a finding that the road provides connectivity to the county road system or is a necessary component for the proper development of the county road system.
    - (i) Council’s favorable consideration shall be by an affirmative Resolution vote of at least two-thirds of the Council members..
    - (ii) The Resolution must contain language establishes a finding that the road fully meets the two conditions cited in Paragraph (3)(c) above.
    - (iii) Under no circumstances shall the county accept ownership or responsibility for sidewalks, landscaped medians, storm water infrastructure outside the road right-of-way, detention ponds, street trees, decorative stamped asphalt or concrete, pavers, street lights and similar items.

**Section 2. Severability.**

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

**Section 3. Conflicting provisions.**

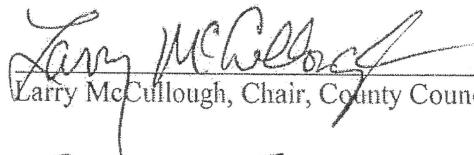
To the extent this ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.


**Section 4. Effective date.**

This ordinance is effective upon third reading.

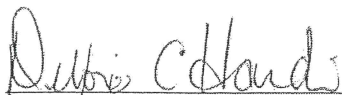
And it is so ordained, this 8<sup>th</sup> day of December, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

  
Larry McCullough, Chair, County Council

  
Jack Estridge, Secretary, County Council

ATTEST:

  
Debbie C. Hardin, Clerk to Council

First Reading:

August 11, 2014

Second Reading:

November 24, 2014

Third Reading:

December 8, 2014

Approved as to form:

  
County Attorney

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

ORDINANCE NO. 915

2011 JUN 23 PM 12:06

CLERK OF COURT  
LANCASTER, SC

AN ORDINANCE

TO AMEND CHAPTER 26 OF THE LANCASTER COUNTY CODE, RELATING TO ROADS, BRIDGES AND PUBLIC WAYS, SO AS TO ADOPT NEW STANDARDS FOR THE DESIGN, CONSTRUCTION AND ACCEPTANCE OF ROADS.

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

**Section 1.** Section 26-21 of the Lancaster County Code is amended to read:

“(a) Before any road or right-of-way is accepted by Lancaster County for ownership, maintenance or use the owner shall provide the county administrator a copy of a recorded certified plat of the road which must specifically show the distance, width and location of the road. The provisions of Section 26-27 must be followed if a road is to be accepted into the county road system.

(b) The owner wishing to transfer a road or right-of-way shall prepare a deed and deliver the deed to the county administrator along with the recorded plat and the opinion of the owner’s legal counsel that the grantor of the right-of-way has marketable fee simple title. Before any road is accepted, all owners of the road must have executed the deed. The deed must not be recorded before the road or right-of-way has been accepted by the County.

(c) The owner shall provide to Lancaster County a set of “as built” drawings for the roadway, showing all details related to the roadway, including storm drainage.

(d) Before any road or right-of-way is accepted by Lancaster County, the developer shall provide a one year warranty from the date of acceptance, backed by a letter of credit or other suitable bond.”

**Section 2.** Section 26-23 and Section 26-24 of the Lancaster County Code are amended to read:

“Section 26-23. Reserved.

Section 26-24. Reserved.”

**Section 3.** Section 26-27 of the Lancaster County Code is amended to read:

“Section 26-27. Acceptance contingent upon recommendation of acceptance.

If all standards as outlined in Article V, Division 2 are met, and the county road supervisor recommends acceptance, the county administrator shall accept the road into the county road system. Lancaster County will not accept ownership and/or responsibility for sidewalks, landscaped medians, storm water infrastructure outside the road right of way, detention ponds, street trees, decorative stamped asphalt/concrete, pavers, street lights, and similar items. Roads that do not meet the standards as contained in Article V, Division 2 shall not be accepted into the county road system.”

**Section 4.** Chapter 26 of the Lancaster County Code is amended by adding:

“Article V  
Road Construction Standards

Division 1  
Standards for Privately Maintained Roads

Section 26-61. Road design (geometric criteria).

In general, geometric criteria for road design for roads that will be privately maintained shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector residential roads which shall be privately maintained shall be designed in accordance with the following standards:

(1) Minimum right-of-way and pavement width shall be as follows:

Road Type	Right-of-Way (feet)	Pavement (feet)
Local (closed drainage)	50	20
Local (open drainage)	66	20
Collector	66	24

Additional right-of-way or pavement width will be provided as determined necessary by county council for high density residential or nonresidential subdivisions or portions thereof.

(2) Cul-de-sacs shall not exceed one thousand (1,000) feet in length, except where unusual topographic or other physical conditions dictate otherwise, and shall have a turnaround with seventy (70) feet minimum diameter to pavement edge and one hundred (100) feet minimum diameter to right-of-way line. Dead end streets without turnarounds are prohibited.

(3) Horizontal curvature shall be introduced at any change in road direction. Minimum centerline radius shall be one hundred and fifty (150) feet for local roads and two hundred and fifty (250) feet for collector roads. Major road curvature shall be in accordance with state highway department standards. Minimum tangent between reverse curves shall be one hundred (100) feet for local roads, two hundred (200) feet for collector roads, and sixty (60) feet from curve to any intersecting road.

(4) Stopping sight distance on vertical curves shall be at least one hundred and fifty (150) feet (twenty-five (25) miles per hour design speed) for local roads and three hundred and twenty-five (325) feet (forty-five (45) miles per hour design speed) for collector roads. If a collector road may reasonably be expected to serve more than one subdivision, it shall be designed for at least a fifty-five (55) miles per hour design speed (four hundred and fifty (450) minimum sight distances). Minimum sight distance at intersections shall be established by provision of a clear sight triangle measured along centerlines for one hundred (100) feet, which triangle shall be entered upon the final plat prior to recording.

(5) Roads shall be designed to intersect as nearly as possible at right angles, but no less than seventy-five (75) degrees. Minimum radius or curb or pavement edge at intersections shall be at least twenty (20) feet at intersections with local roads and twenty-five (25) feet at intersections with collector roads.

(6) Unless necessitated by unusual topographic conditions approved by county council, minimum and maximum road grade shall be one (1) percent and eight (8) percent, respectively. Road crown shall be 3/8" per foot.

(7) Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on opposite sides of a road shall be one hundred and fifty (150) feet. No two (2) roads may intersect on the same side of a road at a centerline separation distance of less than four hundred (400) feet.

#### Section 26-62. Road Construction.

In general, all roads that will be privately maintained shall be constructed in accordance with the South Carolina Department of Transportation's "Standard Specifications for Highway Construction" (latest edition) as it relates to earthwork, bases/subbases, paved surfaces, etc., and the following requirements.

- (1) Paved road surfaces are required for any road except where such road is within a residential subdivision where all lots exceed five (5) acres in size.
  - a. Local roads: Road base shall include (approximately six (6) inches crushed stone compacted) with a two (2) inch surface course in compacted asphaltic concrete.
  - b. Collector / Sub Collector roads: Road base shall include approximately eight (8) inches crushed stone compacted with two (2) inch surface course of compacted asphaltic concrete.
- (2) In subdivisions with all lots five (5) acres or more in area, local roads may be constructed with a six-inch crushed stone (crusher run) driving surface, drainage swales, and six-foot stabilized shoulders.
- (3) Road paving for nonresidential roads is required. Pavement design requirements for nonresidential subdivisions shall be in accordance with sound engineering principles as outlined in procedures adopted by the American Association of State Highway and Transportation Officials, or the Portland Cement Institute, or the Asphalt Institute. However, in no case shall the paving standard be less than the standard required for residential roads.
- (4) All roadway ditches and channels shall be designed to contain, at a minimum, a peak flow from a twenty-year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a twenty-year frequency storm shall not exceed the permissible velocities for the type of lining used. Riprap shall be placed for stops in road drainage swales as needed. Swales shall be stabilized against erosion by grassing with a mixture of rye and Bermuda grass. Road swales shall be installed at a maximum depth of three (3) feet and be designed to enable mowing by adjoining property owners.
- (5) Roads may be constructed with drainage swales and six-foot-wide shoulders (12:1 slope) provided road grade does not exceed six (6) percent. Where road grade exceeds six (6) percent, curb and gutter, paved drainage swales, or riprap swales shall be provided. Curb and gutter may be roll-type or standard ninety-degree curb.

#### Section 26-63. Variances.

County council may vary appropriate provisions of this division upon a written finding that compliance with such provisions would result in undue hardship for the owner/developer or owners fronting upon a proposed road. Requests for variances shall be submitted in writing by the owner/developer. Such requests shall identify the provision or provisions for which a waiver is requested and shall substantiate the reasons that expenditures necessary to meet such provisions are not reasonably recoverable. Any variance granted shall be the minimum necessary to avoid unreasonable prejudice. To the extent that expenditures are recoverable on a reasonable basis, such as through the sale of lots fronting a road proposed for acceptance, prejudice shall not be found to exist. Approval of any variance shall be by no less than the affirmative vote of a majority of council.

### Division 2 Standards for County Maintained Roads

#### Section 26-65. Road design (geometric criteria).

In general, geometric criteria for road design for roads that will be maintained by the county shall be in accordance with standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials. Local and collector

residential roads that will be maintained by the county shall be designed in accordance with the following standards.

(1) Minimum right-of-way and pavement width shall be as follows:

Road Type	Right-of-Way (feet)	Pavement (feet)
Local (closed drainage)	50	22
Local (open drainage)	66	22
Collector	66	24

Additional right-of-way or pavement width will be provided as determined necessary by county council for high density residential or nonresidential subdivisions or portions thereof.

(2) Cul-de-sacs shall not exceed one thousand (1,000) feet in length, except where unusual topographic or other physical conditions dictate otherwise, and shall have a turnaround with seventy (70) feet minimum diameter to pavement edge and one hundred (100) feet minimum diameter to right-of-way line. Dead end streets without turnarounds are prohibited.

(3) Horizontal curvature shall be introduced at any change in road direction. Minimum centerline radius shall be one hundred and fifty (150) feet for local roads and two hundred and fifty (250) feet for collector roads. Major road curvature shall be in accordance with state highway department standards. Minimum tangent between reverse curves shall be one hundred (100) feet for local roads, two hundred (200) feet for collector roads, and sixty (60) feet from curve to any intersecting road.

(4) Stopping sight distance on vertical curves shall be at least one hundred and fifty (150) feet (twenty-five (25) miles per hour design speed) for local roads and three hundred and twenty-five (325) feet (forty-five (45) miles per hour design speed) for collector roads. If a collector road may reasonably be expected to serve more than one subdivision, it shall be designed for at least a fifty-five (55) miles per hour design speed (four hundred and fifty (450) minimum sight distances). Minimum sight distance at intersections shall be established by provision of a clear sight triangle measured along centerlines for one hundred (100) feet, which triangle shall be entered upon the final plat prior to recording.

(5) Roads shall be designed to intersect as nearly as possible at right angles, but no less than seventy-five (75) degrees. Minimum radius or curb or pavement edge at intersections shall be at least twenty (20) feet at intersections with local roads and twenty-five (25) feet at intersections with collector roads.

(6) Unless necessitated by unusual topographic conditions approved by county council, minimum and maximum road grade shall be one (1) percent and eight (8) percent, respectively. Road crown shall be 3/8" per foot.

(7) Proposed intersections on one side of a road shall coincide with existing or proposed intersections on the opposite side. Minimum centerline offset for intersections on opposite sides of a road shall be one hundred and fifty (150) feet. No two (2) roads may intersect on the same side of a road at a centerline separation distance of less than four hundred (400) feet.

#### Section 26-66. Road standards.

In general, all roads that will be maintained by the county shall be constructed in accordance with the South Carolina Department of Transportation's "Standard Specifications for Highway Construction" (latest edition) as it relates to earthwork, bases/subbases, paved surfaces, etc., and the following requirements. Types of roads are defined in Chapter 13 of the Unified Development Ordinance of Lancaster County.

(1) Paved road surfaces are required for all roads.

Between March 1 and November 30:

a. Local roads: Road base shall include six (6) inches of crushed stone with a two (2) inch intermediate asphalt course. Alternate designs will be acceptable if they have the same or greater coefficient of strength and with prior written approval from the Public Works Director. Road shall be left down one and a half (1.5) inches for future overlay AFTER 95% build out of entire project, even if phased. A Local Road shall mean a route providing service which is of relatively low average traffic volume, short average trip length or minimal through-traffic movements, and high land access for abutting property. Total cross section for local roads: six (6) inches crushed stone compacted, two (2) inch compacted intermediate asphalt course, one and a half (1.5) inches compacted asphalt surface course.

b. Collector / Sub Collector roads: Road base shall include eight (8) inches of compacted crushed stone with a two (2) inches compacted intermediate asphalt course. Alternate designs will be acceptable if they have the same or greater coefficient of strength and with prior written approval from the Public Works Director. Road shall be left down one and a half (1.5) inches for future asphalt overlay AFTER 95% build out of entire project, even if phased. A Collector / Sub Collector road shall mean a route providing service which is of higher average traffic flow, serving as a main route for interior/exterior traffic and land/property access related to the designed project. Total cross section for Collector / Sub Collector roads: eight (8) inches compacted crushed stone, two (2) inches compacted intermediate asphalt course, one and a half (1.5) inches compacted asphalt surface course.

c. Commercial/Arterial roads: Road base shall include eight (8) inches of crushed stone with a four (4) inch asphalt binder course and two (2) inch surface asphalt course. Alternate designs will be acceptable if they have the same or greater coefficient of strength and with prior written approval from the Public Works Director. Commercial or arterial roads shall be accompanied by a CBR study of the soils, and a traffic study based on repetitive traffic, INCLUDING construction traffic per lot during building phase(s). Note: If CBR and traffic study supports a cross section BELOW the proposed standard, proposed standard will still be used. If road needs a heavier section, then the pavement design shall be included in plan review by the project engineer / geotechnical engineer. Lancaster County may also incorporate a mandatory lime / cement treated subgrade for such roads identified as commercial or arterial roads. A Commercial/Arterial Road shall mean any road inside a business or industrial park and those roads providing service which is of relatively moderate average traffic volume, moderately average trip length, and moderately average operating speed. Such a route collects and distributes traffic between local roads or arterial roads and serves as a linkage between land access and mobility needs.

Between December 1 and February 28 (29), road work requires the advance approval of the Lancaster County Public Works Department and the following standards shall apply unless a written variance is granted by the Public Works Director:

a. Local roads, Collector/Sub Collector roads: Road base shall be treated with lime or cement base stabilization and shall include four (4) inches of asphalt base with a two inches compacted intermediate asphalt course. Road shall be left down one and a half (1.5) inches for future overlay AFTER 95% build out of entire project, even if phased.

b. Commercial/Arterial roads: Road base shall be treated with lime or cement base stabilization and shall include ten (10) inches of full depth asphalt. Commercial or arterial roads shall be accompanied by a CBR study of the soils, and a traffic study based on repetitive traffic, INCLUDING construction traffic per lot during building phase(s). Note: If CBR and traffic study supports a cross section BELOW the proposed standard, proposed standard will still be used. If road needs a heavier section, then the pavement design shall be included in plan review by the project engineer / geotechnical engineer. Lancaster County may also incorporate a mandatory lime / cement treated subgrade for such roads identified as commercial or arterial roads.

(2) All entrances shall be paved with 10" full depth asphalt 50' (minimum) from edge of intersecting road ROW. An entrance is defined as wherever asphalt begins of an intersecting street, or end of a previous phase.

(3) Any utility cuts in asphalt shall be saw cut, primed, and replaced with 8" minimum hot asphalt mix.

(4) All conduit crossings shall extend from edge to edge of the Right of Way of the road, and must be installed before curb and gutter is to be poured. Developer is responsible for ensuring dry utilities

(power, cable/phone, natural gas) are properly installed and compacted. Dry utilities are subject to inspection by Lancaster County Public Works, and any deficiencies must be corrected immediately.

(5) All curb must be, or transitioned to, SCDOT vertical standard curb at all creek crossings. A 10' transition is also required from curb to all drainage structures.

(6) All roadway ditches and channels shall be designed to contain, at a minimum, a peak flow from a twenty-year frequency storm. All roadway ditches and channels shall be designed so that the velocity of flow expected from a twenty-year frequency storm shall not exceed the permissible velocities for the type of lining used. Riprap shall be placed for stops in road drainage swales as needed. Swales shall be stabilized against erosion by grassing with a mixture of rye and Bermuda grass. Road swales shall be installed at a maximum depth of three (3) feet and be designed to enable mowing by adjoining property owners.

(7) Roads may be constructed with drainage swales and six-foot-wide shoulders (12:1 slope) provided road grade does not exceed six (6) percent. Where road grade exceeds six (6) percent, curb and gutter, paved drainage swales, or riprap swales shall be provided. Curb and gutter may be roll-type or standard ninety-degree curb.

#### Section 26-67. Proof rolls.

For roads that will be maintained by the county, the following requirements apply:

- (1) Curb subgrade shall be proof rolled with a loaded pan or loaded dump truck. Proof roll equipment must be approved by Lancaster County Public Works. No weight ticket will be necessary for curb subgrade proof roll.
- (2) Curb subgrade proof rolls shall be scheduled between the hours of 8:30 AM and 2:30 PM (Monday through Thursday). Any curb subgrade proof roll scheduled on Friday or the day prior to a holiday must be approved by Lancaster County Public Works. A 24 hour notice is required.
- (3) Curb proof rolls shall be scheduled accordingly, despite size or phasing of project. Lancaster County will not "piece mill" proof rolls for curb placement.
- (4) Curb subgrade shall be smooth on top with no loose material, cracks, ruts, or organic material / roots visible in subgrade. Exposed rock shall be at least 6" below subgrade.
- (5) The contractor or project engineer will schedule proof rolls.
- (6) All sewer lines shall be tested by the project engineer, and all road crossing conduits installed before curb subgrade proof roll.
- (7) Curb subgrade shall be compacted properly with no visible movement, and at optimum moisture content in order for proof roll to pass.
- (8) If proof roll fails, a re-inspection fee in an amount established by the Lancaster County annual budget shall be collected before the rescheduled proof roll.
- (9) Any undercut areas must be replaced with material approved by the Lancaster County Public Works Department.
- (10) All concrete shall meet or exceed SCDOT and all local government requirements. Concrete shall be 3,600 psi, or greater. Temperatures must be above 40 degrees Fahrenheit to pour curb. If temperatures fall below freezing (32 degrees F.) overnight, all finished curb shall be covered with insulation blankets.
- (11) Lancaster County reserves the right to have any material and/or utility trenches tested by an independent engineering firm, at the developer's/ contractor's expense.
- (12) Pour is to start within 24 hours of passed proof roll. If project receives significant rainfall, the proof roll shall be rescheduled. In the event of rainfall, any undermined curb and gutter shall be removed and repoured. Finished curb must have a minimum 72 hour period curing time, and be properly backfilled, before any stone is placed on the subgrade.
- (13) Lancaster County shall have final decision on the acceptance of all proof rolls.

#### Section 26-68. Roadway subgrade.

For roads that will be maintained by the county, the following requirements apply:

- (1) Roadway subgrade shall be proof rolled with a loaded tandem dump truck with a minimum 15 tons loaded on truck, or a maximum of 54,000 lbs. gross weight. Current weight ticket shall be provided to Lancaster County. Note: The use of water trucks, regardless of gross weight, is unacceptable.
- (2) Road subgrade proof rolls shall be conducted from the hours of 8:30 AM and 1:00 PM (Monday through Thursday). No road subgrade shall be proof rolled on Fridays or the day prior to a holiday.
- (3) The contractor or project engineer will schedule proof rolls. A representative of the paving contractor must be present at all subgrade proof rolls.
- (4) If a soils engineer is employed by the developer for quality control, the soils engineer shall be present at all proof rolls.
- (5) Subgrade proof rolls shall be scheduled accordingly, despite project size or phasing. Lancaster County will not "piece mill" proof rolls for stone placement. If subgrade is covered, contractor(s) shall make every effort to pave the road. Any stone left dormant over extended periods of time shall be considered contaminated, removed from the road base, and subgrade reworked.
- (6) Curb and gutter shall be properly backfilled and compacted before any roadway subgrade proof roll is scheduled. Backfill shall be inspected prior to ANY subgrade proof roll. Right of way shall be smooth and graded for positive drainage, with no ruts and all conduits / utility services properly tamped/compacted.
- (7) Roadway crown/grade shall be checked by the paving contractor, with a Lancaster County representative present, at 50' intervals minimum. If grade is inconsistent, the proof roll automatically fails and shall be rescheduled. A re-inspection fee in an amount established by the Lancaster County annual budget shall be collected before the rescheduled proof roll.
- (8) Proper erosion control measures shall be installed and maintained to prevent silt from contaminating roadway subgrade. Lancaster County reserves the right to have additional erosion control measures (ex. silt fencing, rip rap check dams, diversion ditches, etc.) installed to protect the roadway subgrade.
- (9) Roadway subgrade shall be smooth on top, with no visible cracks, ruts, or exposed organic material / roots present. Any exposed rock shall be at least 6" below subgrade, if conditions require rock to stay in place. Organics/roots shall be removed from the subgrade.
- (10) Roadway subgrade shall have no visible movement or deflection, and be at optimum moisture content, in order for proof roll to pass. Excessive "scaling" or movement in the top unbonded lift of soil shall be deemed failing, and unacceptable to Lancaster County.
- (11) Any undercut material must be approved by Lancaster County. Isolated marginal areas may use extra compacted crushed stone. Largely inconsistent areas must be reworked. Undercut areas shall be a minimum twelve (12) inches in depth, and are subject to a reinspection fee.
- (12) Stone is to begin being placed within 24 hours following satisfactory proof roll.
- (13) Every effort shall be made to protect the subgrade/stone base. Construction traffic shall be monitored, and in certain cases, isolated failing areas may cause entire proof roll to fail. Upon completion of a satisfactory proof roll, construction traffic shall be limited to the forces of the paving contractor only. Utilities shall not be trenched in the road right of way of unpaved, undeveloped roads.
- (14) Stone shall not be placed on frozen or excessively wet subgrade. Temperatures must be above 35 degrees to place stone. In the event temperatures fall under freezing overnight, proof roll shall be rescheduled.
- (15) All material shall meet SCDOT standards, as well as local government standards. Lancaster County reserves the right to have any material tested by an independent engineering firm, at the developer's/ contractor's expense.
- (16) Lancaster County shall have final decision on all proof rolls.

#### Section 26-69. Roadway stone base.

For roads that will be maintained by the county, the following requirements apply:

- (1) Stone base shall be proof rolled with a loaded tandem truck with 15 tons loaded on the truck, or a maximum gross weight of 54,000 lbs. Current weight ticket shall be checked.

- (2) Stone base shall be properly set and sealed, with no visible movement in order for proof roll to pass. No loose gravel, or segregation of stone on top, shall be permitted. Those areas shall be wet and rolled, or broomed/undercut until satisfactory surface is present. If proof roll fails, a re-inspection fee in an amount established by the Lancaster County annual budget shall be collected before the rescheduled proof roll
- (3) Proof rolls shall be conducted from the hours of 8:30 AM and 1:00 PM (Monday through Thursday). Any proof roll scheduled on Friday or the day prior to a holiday must be approved by Lancaster County Public Works. A 24 hour notice is required.
- (4) Stone base proof roll shall be scheduled by the paving contractor only.
- (5) Pavement is to begin within 24 hours following satisfactory proof roll.
- (6) Every effort shall be made to pave the stone base. Traffic shall be monitored and routed around subgrade before, during, and after stone base is set or being set. In certain cases, isolated areas could cause entire proof roll to fail.
- (7) Any isolated areas shall be undercut and removed to the subgrade for full depth patching. Undercut areas will be a minimum of six (6) inches.
- (8) Any areas of contaminated stone shall be undercut / removed before any asphalt is placed.
- (9) Pavement shall not be placed on frozen or excessively wet subgrade. Temperatures must be above 50 degrees by 10:00 AM to place asphalt. In the event temperatures fall under freezing overnight, proof roll shall be rescheduled. In the event of significant rainfall, proof roll shall be rescheduled.
- (10) All material shall meet SCDOT standards, as well as local government standards. Lancaster County reserves the right to have any material, fill, or trench tested by an independent engineering firm, at the developer's/ contractor's expense.
- (11) Proper measures shall be installed at catch basins to drain roadway properly after initial asphalt course is placed. These measures shall be the responsibility of the developer to maintain from the time of asphalt placement to the end of the warranty period.
- (12) Lancaster County shall have final decision on all proof rolls.

#### Section 26-70. Storm drain inspections.

The following requirements apply to storm drains:

- (1) Storm drain system must be initially inspected after catch basins are tied into curb and gutter (10 inch transition from curb to drainage structure). Storm drain system shall be cleaned and flushed before final acceptance inspection of roadway. A 48 hour notice is required.
- (2) Catch basins must be free of excess silt and mud for inspection to pass. All throat/hood openings shall conform to SCDOT specifications, and all pipe shall be reinforced concrete pipe (RCP). Any failures or deficiencies noticed in any pipe crossings flashed in roadway must be corrected before stone base is put down. Minor issues such as grouting boxes, changing grates, adding steps can be completed before final inspection.
- (3) All materials used in the storm drain system must be SCDOT approved.
- (4) All outfall pipes must have a flared end with rip rap outlet protection properly installed.
- (5) Developer/contractor shall be required to have weepholes, pipes, or some form of temporary drainage, installed to the catch basins to protect the road subgrade/stone base/intermediate asphalt base course.

#### Section 26-71. Pavement inspections.

For roads that will be maintained by the county the following requirements apply:

- (1) Pavement shall pose no drainage or safety hazard during its warranty period.
- (2) Upon installation of the intermediate asphalt course, Lancaster County Public Works will conduct monthly inspections of the roadway. Any immediate hazards will be forwarded in writing to the project engineer and/or developer. These repairs must be done immediately, or developer will be found in default, with the possibility of the suspension of building permits and certificates of occupancy for the project.

- (3) Pavement will be cored for Lancaster County Public Works at random intervals, determined by Lancaster County Public Works. Any failing areas must be made good immediately.

Division 3  
General

Section 26-72. Technical procedures.

The Director of Public Works is authorized to publish and utilize departmental technical procedures and processes to carry out the provisions of this Chapter."

**Section 5.** 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 6.** 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 7.** This ordinance is effective upon third reading. This ordinance applies to the design and construction of all roads except for those roads in which the development right was vested on the effective date of this ordinance.

AND IT IS SO ORDAINED THIS 8<sup>TH</sup> DAY OF DECEMBER, 2008.

LANCASTER COUNTY, SOUTH CAROLINA

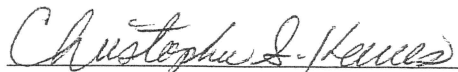
  
Rudy L. Carter, Chair, County Council

  
Wesley Grier, Secretary, County Council

Approved as to form:

  
J. Michael Ey, County Attorney

ATTEST:

  
Christopher S. Karres, Deputy Clerk to Council

First Reading: May 5, 2008 PASSED 7-0  
Second Reading: November 24, 2008 PASSED 5-2 (For: Carter, Grier, Thomas, Honeycutt, Vaughn. Against: Estridge, Kersey)  
Third Reading: December 8, 2008 PASSED 5-1 (For: Carter, Grier, Thomas, Honeycutt, Kersey. Against: Estridge)

Roads Accepted:

Sun City\*

Walnut Creek\*\*

Bel Air\*\*\*

Cobblestone

Arlington

Clairemont

Almond Glen

Heritage Hall Phase 1 and 2

Lakeview Landing

Brookchase

Legacy Park

Silver Run

Glen Laurel

Firethorne

Bridgehampton

Bridgemill Phase 1 and 2

Barber Rock- Under warranty until 9/1/18, cash bond in account (built to 915 standards)

Carolina Reserve- Under Warranty until 1/18, LOC on file (built to 915 standards)

Retreat at Rayfield Phase 1- Under warranty until 6/19, LOC on file (built to 915 standards)

\*Sun City was resolved but not all deeds are recorded

\*\*Walnut Creek has same DA and talking with developer/engineers to resolve issue

\*\*\*Bel Air has been accepted under the same DA language with no storm acceptance. No contact with HOA

**915 Roads Not Complete (Phased & Approved at 915 standards before 1/1/15)**

Queensbridge

Brentwood

Springview at Bailes Ridge

Retreat at Rayfield (remainder)

Heritage Hall Phase 3 & 4

Forest Grove (Bel Air PDD)

**Known Private Streets (Complete and Platted before 1/1/15)**

Sun City multi family- Pod Y, Z, and C1

Almond Glen multi family

Arlington multi family

Hanover

Windsor Terrace

Longbrook

Farrington

Red Ventures Drive

Edgewater

Riverchase

Post 915

Legacy Roads Remaining (Have to Meet 915 criteria to be accepted before 12/31/17)

Rosemont- Criteria met except LOC and deeds

Fox Ridge- Criteria met except LOC and deeds

Shelly Woods- Criteria met except LOC and deeds

Audobon Lakes- Criteria met except LOC and deeds. No recent communication with developer.

Burnside- Criteria not yet complete, no LOC or deeds. Communicating with developer/HOA

Wakefield- Criteria not yet complete, no LOC or deeds. Communicating with developer/HOA

Bridgemill Phases 3-6- Criteria not yet complete, No LOC or deeds. No recent communication with developer.

Reid Pointe- No criteria met. Communication with HOA/residents, but no recent communication with developer.

Ashley Glen- No criteria met. No communication with HOA or developer.

Known Private Roads (Approved after 1/1/15)

Tree Tops

Bent Creek

Avondale

Enclave at Barber Rock

Overlook at Barber Rock

Reserve at Barber Rock

Ansley Park

Covington

Covington South

Promenade

## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 27, 2017

**Issue for Consideration:**

Request by Time Warner to serve the remaining portion of Lancaster County they do not currently serve.

**Points to Consider:**

This request per state law is coming through the Secretary of States Office.  
Statutory questions from Secretary of State – current franchise fee is 5% as found in SC Code 58-12-330(A) and we have two (2) public/educational/ and governmental access channels.

If Council objects a reason for such must be stated.

Comporium has been notified of the request.

**Funding and Liability Factors:**

N/A

**Council Options:**

Consent to the request or file an objection.

**Staff Recommendation:**

I know of no reason to object.

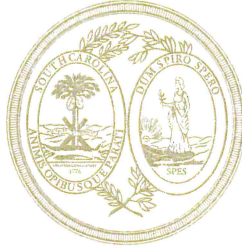
**Committee Recommendation:**

The Committee knew of no reason to object.

State of South Carolina  
Office of the Secretary of State  
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525  
COLUMBIA, SC 29201

803-734-2170  
www.sos.sc.gov



October 3, 2017

Steve Willis, County Administrator  
Lancaster County  
101 N. Main St.  
Lancaster, SC 29720

RE: Amend a State-Issued Certificate

Dear Mr. Willis:

Enclosed please find a Notice of Application for a State-Issued Certificate of Franchise Authority and Request for Information. This Notice is in regards to an Application for a State-Issued Certificate of Franchise Authority filed with this office by Time Warner Cable Southeast LLC, a copy of which is attached.

S.C. Code Ann., Section 58-12-310(C) requires that, within five days of receipt of an application or amended application, the Secretary of State must notify each affected municipality and county of its receipt of the application and request certain information. Section 58-12-310(D) provides that the county or municipality must respond to the request issued by the Secretary of State within sixty-five (65) days of the date of such request. Please return the Notice, completed, dated and signed, to the address on the filing instructions.

If you have any questions, please contact me at (803) 734-0367.

With kindest regards,

Allyson Green

/amg

Enclosures

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE



NOTICE OF APPLICATION FOR STATE-ISSUED CERTIFICATE  
OF FRANCHISE AUTHORITY AND REQUEST FOR INFORMATION

Pursuant to S.C. Code Section 58-12-310(C), the Secretary of State hereby notifies you that:  
On October 3, 2017, Time Warner Cable Southeast LLC filed an application with this Office for a state-issued certificate of franchise authority or an application to amend a certificate of franchise authority to provide cable or video service in your area. Attached is a copy of the application including a description of the area(s) to be served.

You must complete and return this form to the Office of the Secretary of State within sixty-five (65) days from the date of this request. This form must be received by the Secretary of State's Office no later than December 7, 2017.

1. What is the franchise fee rate imposed on the incumbent cable or video service provider, if any, as of the date of the application or amended application?

---

2. How many public, educational, and governmental (PEG) access channels does your municipality or county have activated under the incumbent cable or video provider's franchise agreement on the date of the application or amended application?

---

3. Does your municipality or county consent to the state-issued certificate of franchise authority sought in the application or amended application?

☐ Yes.

☐ No.

If your municipality or county does not consent to the authority sought, you must provide an explanation of the reasons for the denial of the requested consent.

---

---

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Chief Executive of City or County

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

### FILING INSTRUCTIONS

1. This completed form must be returned to the Secretary of State within sixty-five (65) calendar days of the date of the request.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Return to: Secretary of State  
**Attn: Cable Franchise Division**  
1205 Pendleton Street, Suite 525  
Columbia, SC 29201

### SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE



RECEIVED

OCT 03 2017

SC SECRETARY  
OF STATE

APPLICATION TO AMEND A STATE-ISSUED  
CERTIFICATE OF FRANCHISE AUTHORITY

Pursuant to state law, a person or entity seeking to provide cable or video service must have a certificate of franchise authority, either an existing certificate issued by a local government under prior law, or upon expiration of that certificate issued by a local government, a state-issued certificate of franchise authority issued by the Secretary of State under S.C. Code of Laws §58-12-310(B).

TYPE OR PRINT CLEARLY WITH BLACK INK

Pursuant to S.C. Code Section 58-12-310(B), the undersigned hereby applies for authorization to amend its state-issued certificate of franchise authority to provide cable or video service.

1. The name of the applicant is Time Warner Cable-Southeast-LLC

2. The applicant is providing ☒ Cable Service OR ☐ Video Service

3. The street address of the applicant is 3347 Platt Springs Road

Street Address		Zip Code	
West Columbia	Lexington	SC	29170
City	County	State	

The mailing address of the applicant is 3347 Platt Springs Road West Columbia SC 29170

3. Date Certificate of Franchise Authority issued by S.C. Secretary of State October 3, 2012

4. The additional municipalities and unincorporated areas of counties that are proposed to be served by the applicant are to be described in the accompanying Affidavit in Support of State-Issued Certificate of Franchise Authority. For each of the additional municipalities and unincorporated areas of counties so described, provide the name, address and telephone number for the person to whom the Notice of Application to Amend a State-Issued Certificate of Franchise Authority should be provided.

Municipality/Area	Name & Title	Address	Telephone Number
Lancaster County	Steve Willis, County Administrator	101 N. Main St. Lancaster SC 29720	803-416-9300

6. This application is accompanied by an affidavit signed by an officer or general partner of the applicant as required by S.C. Code Section 58-12-310(B).

Date

October 3, 2017

Officer/General Partner's Signature

Benjamin Breazeale

Type or Print Name

3347 Platt Springs Road

Address

West Columbia SC 29170

803-251-5320

Telephone Number

AFFIDAVIT IN SUPPORT OF APPLICATION TO AMEND  
STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY

PERSONALLY appeared before me the undersigned who being duly sworn according to law, deposes and says on oath:

My name is Benjamin Breazeale and my title/position is  
Regional Sr. Director of Government Affairs-South Region. This affidavit is  
based upon my personal knowledge of the facts contained in the Application to Amend the State-Issued  
Certificate of Franchise Authority and this affidavit. I certify and affirm that all such facts are true and  
correct. I affirm that the applicant agrees to comply with all applicable federal and state laws and  
regulations.

In this application the applicant seeks to provide cable or video services in the following additional  
areas:

Lancaster County  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Written description of the additional municipalities and unincorporated areas of the counties to be served in whole or in part.  
A map or other graphic representation may supplement, but not substitute for, the written description.)

Dated this 3rd day of October, 2017.

SWORN to and subscribed before me, this  
3rd day of October, 2017

[Signature]  
\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

My Commission Expires  
February 13, 2018

[Signature]  
\_\_\_\_\_  
Officer/General Partner's Signature  
Benjamin Breazeale  
\_\_\_\_\_  
Type or Print Name  
3347 Platt Springs Road  
\_\_\_\_\_  
Address  
West Columbia SC 29170  
\_\_\_\_\_  
803-251-5320  
\_\_\_\_\_  
Telephone Number

## FILING INSTRUCTIONS

1. Two copies of this form, the original and either a duplicate original or conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Filing Fee (payable to the Secretary of State at the time of filing this document) - \$110.00

Return to: South Carolina Secretary of State  
**ATTN: Cable Franchise Division**  
1205 Pendleton Street, Suite 525  
Columbia, SC 29201

## SPECIAL NOTES

PURSUANT TO STATE LAW, A PERSON OR ENTITY SEEKING TO PROVIDE CABLE OR VIDEO SERVICE MUST HAVE A CERTIFICATE OF FRANCHISE AUTHORITY, EITHER AN EXISTING CERTIFICATE ISSUED BY A LOCAL GOVERNMENT UNDER PRIOR LAW, OR UPON EXPIRATION OF THAT CERTIFICATE ISSUED BY A LOCAL GOVERNMENT, A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY ISSUED BY THE SECRETARY OF STATE UNDER S.C. CODE OF LAWS §58-12-310(B).

PURSUANT TO S.C. CODE §58-12-310(B)(3), A HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST BEGIN TO DEPLOY SERVICE IN EACH OF THE MUNICIPALITIES AND IN EACH OF THE UNINCORPORATED AREAS OF COUNTIES DESCRIBED IN THE APPLICATION WITHIN ONE YEAR FROM THE DATE OF ISSUANCE OR THE CERTIFICATE BECOMES NULL AND VOID.

PURSUANT TO S.C. CODE §58-12-310(K), THE HOLDER OF A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY MUST GIVE WRITTEN NOTIFICATION TO A MUNICIPALITY OR COUNTY OF THE DATE IT WILL ACTUALLY BEGIN PROVIDING SERVICE IN ANY PART OF SUCH MUNICIPALITY OR COUNTY.

S.C. CODE §58-12-360 PROVIDES THAT THE S.C. DEPARTMENT OF CONSUMER AFFAIRS MUST RECEIVE COMPLAINTS FROM CUSTOMERS OF COMPANIES WHICH HOLD A STATE-ISSUED CERTIFICATE OF FRANCHISE AUTHORITY IN ACCORDANCE WITH S.C. CODE §37-6-117. CONTACT INFORMATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS MUST BE PRINTED ON THE CUSTOMER'S BILL.



November 9, 2017

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

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Charter Communications subscribers in your area.

On November 3, 2017 American Auction Network ceased transmission of their signal and as a result will no longer be available for viewing on our network. I apologize in advance for any inconvenience this may have caused.

Also, effective either on or after November 13, 2017, programming for i24News will launch on Spectrum TV Tier 1/Silver and Premier and will be available in both SD and HD. The i24 channel can be found near other news services about channel 100.

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 (704) 378-2739 or via email at [michael.tanck@charter.com](mailto:michael.tanck@charter.com).

Sincerely,

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

Michael E. Tanck  
Director of Government Affairs  
Charter Communications

## Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Clay Catoe

Department: EMS

Date Requested to be on Agenda: November 14, 2017

### **Issue for Consideration:**

EMS Grant

### **Points to Consider:**

Cost and possible match vs budgeted funds

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

5.5 % match

### **Council Options:**

Allow for Grant Matching funds or us fiscal year 17/18 budgeted funds

### **Recommendation:**

This is a \$10,274.73 grant with county funding match of \$1511.79 for computers to be used in EMS units to complete patient care reports. Grant was due by Nov 1 after being awarded on September 13 and therefore could not be discussed at the Public Safety Committee due to Octobers meeting being canceled.



September 13, 2017

Steve Willis  
County Administrator  
PO Box 1809  
Lancaster, SC 29721-1809

Re: FY2017 Grant-in-Aid fund

Dear Mr. Willis:

The South Carolina Department of Health and Environmental Control ("DHEC"), in accordance with Proviso 34.8 of the 2017-2018 Appropriations ("Act"), will distribute state appropriated funds among Counties for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. Lancaster County's allocation for Fiscal Year 2016-2017 is determined to be \$10,274.73.

By signing and returning this letter to DHEC, Lancaster County agrees that it is entitled to a portion of funds and understands how the money was allocated. The funds will be used in accordance with Proviso 34.8 of the Act and any applicable statutes and regulations. Please sign and send the **original** letter to Mary Neely, Grant in Aid, DHEC Bureau of EMS, 2600 Bull Street, Columbia, SC 29201.

Proviso 117.21 in the Miscellaneous Provisions section of the Act requires organizations receiving contributions from DHEC to provide the following documentation by **November 1<sup>st</sup>** of the year that the funds are to be received:

1. An accounting of how the state funds will be spent;
2. A copy of your adopted budget for the current year; and
3. A copy of your organization's most recent operating financial statement.

In addition to these requirements, Proviso 34.8 requires local matching funds to be provided by the recipients of the allocations. In order to meet these requirements we will need the following:

4. Documentation that the receiving party meets the 5.5% matching amount and a description of local Matching funds.

Disbursement of these funds will take place once this information has been received and processed by DHEC. If the funds are used in a manner that is different from what was described in the submission under item #1, you must submit a letter describing the use of the funds with a statement that the funds were spent in accordance with the two Provisos, on or before June 30, 2018.

The above documentation must be sent by mailing paper copies to Mary Neely, Grant in Aid, Bureau of EMS at 2600 Bull Street, Columbia, SC 29201 or by emailing electronic copies to [neelymw@dhec.sc.gov](mailto:neelymw@dhec.sc.gov). Links to websites will not be accepted.

Please contact Mary Neely at (803) 545-4273 or email at [neelymw@dhec.sc.gov](mailto:neelymw@dhec.sc.gov) if you have any questions or need further assistance.

Sincerely,



Shelly Bezanson Kelly  
Director of Health Regulation

I have reviewed the methodology provided by DHEC and I agree both that the method is reasonable and this is the correct amount using this formula. I also verify that there are local matching funds as indicated. I am an authorized party of Lancaster County to legally commit this organization.

STEVE WILLIS

Print Name (Authorized Party)

Steve Willis

Signature (Authorized Party)

9-23-17

Date



## Lancaster County

P.O. Box 1809  
101 N. Main St.  
Lancaster, SC 29721

Telephone:  
803-285-1565

October 26, 2017

Mary Neely  
Division of Emergency Medical Services and Trauma  
2600 Bull Street  
Columbia, SC 29201

Dear Ms. Neely,

This letter is to confirm Grantee performance for the period ending June 30, 2018. State funds will not be used to replace EMS county funds. In addition, Lancaster County Financial Procedures will be followed for all purchases. We will be purchasing laptop computers and docking stations that were requested but not funded in the county allocation for fiscal year 17/18. The attached documentation confirms potential acquisition of items specified in the grant application.

Vendor:	Amount:
CDW:	\$10,274.73
County Match	\$1,511.79
Total :	\$11,786.52

Should you have any questions concerning this request please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Steve Willis".

Steve Willis  
Lancaster County Administrator

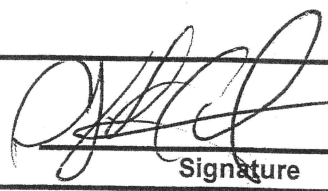
SW/sgc  
Cc: Clay Catoe



Emergency Medical Services  
Community EMS Assistance Program

1. Lancaster County County  
2. 10/26/2017 Date of Application  
3. Grant Project Period:  
From: July 1, 2016  
To: June 30, 2017  
4. 1 Year ☒ 2 Year ☐

	Amount	
5. State Funds Requested	\$ 10,274.73	Source of Local Funds <input checked="" type="checkbox"/> County <input type="checkbox"/> Community <input type="checkbox"/> Private
Total Local Cash	\$ 1,511.79	
Total Project Cash	\$ 11,786.52	

6. Ambulance Service:  
Lancaster County EMS PO Box 1809, Lancaster, SC 29720 803-416-9901  
Name Mailing Address Telephone  
ccatoe@lancastercountysc.net  
E-Mail Address  
Clayton Catoe   
Director / Chief / Name Signature

7. County Authorization:

Choice of Funding Formula

The county has chosen a local formula for distribution of monies among the ambulance service and all the services have agreed in writing on this formula. The documentation of their agreement with signatures is attached.

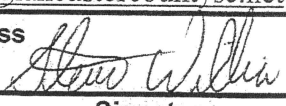
If yes, initial here: \_\_\_\_\_

The county has chosen to fund each of the ambulance services based on the percentage of the county's total emergency runs which were run by each ambulance service.

If yes, initial here: \_\_\_\_\_

I certify that I understand and agree to comply with the general and fiscal requirements of this application and that I am duly authorized to commit the application to these requirements. I also understand that the funds available through this grant are not to be used to replace existing dollars now used for the EMS assistance through this grant program.

8. Authorizing Official

<u>Lancaster County</u>	<u>Steve Willis</u>	<u>County Administrator</u>
County	Name	Title
<u>101 North Main Street</u>	<u>Lancaster, SC</u>	<u>29720</u>
Street	City	Zip
<u>swillis@lancastercountysc.net</u>		<u>803-416-9993</u>
Email Address		Telephone
	<u>10-26-17</u>	
Signature	Date	

Community EMS Assistance Program

1. Basic Life Support Equipment

Quantity	Cost per Item	Item	Total
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			#VALUE!
			\$0.00
			\$0.00
BLS Total			#VALUE!

2. Advanced Life Support Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
ALS Total			\$0.00

3. Extrication Equipment

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Extrication Equipment Total			\$0.00

#### 4. Communications Equipment

Quantity	Cost per Item	Item	Total
2	\$4,719.37	Panasonic Toughbook	\$9,438.74
2	\$737.35	Laptop Docking Station	\$1,474.70
			\$0.00
1	\$873.08	Tax	\$873.08
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Communication Equipment Total			\$11,786.52

#### 5. Training

Quantity	Cost per Item	Item	Total
			#VALUE!
			#VALUE!
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Training Total			#VALUE!

#### 6. Other/ Describe (Ambulance)

Quantity	Cost per Item	Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Other/ Describe (Ambulance) Total			\$0.00

# QUOTE CONFIRMATION



DEAR RANDALL REYNOLDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JJDN363	10/23/2017	JJDN363	1494501	\$11,786.52

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Panasonic Toughbook 33 - 12" - Core i7 7600U - 8 GB RAM - 512 GB SSD</u> Mfg. Part#: CF-33BFWLZVM UNSPSC: 43211509 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	2	4704316	\$4,719.37	\$9,438.74
<u>Gamber-Johnson Laptop Vehicle Dock GJ-33-LVD0 - docking station</u> Mfg. Part#: GJ-33-LVD0 UNSPSC: 43211602 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	2	4617716	\$737.35	\$1,474.70

PURCHASER BILLING INFO		SUBTOTAL	\$10,913.44
<b>Billing Address:</b> COUNTY OF LANCASTER ACCNTS. PAYABLE PO BOX 1809 LANCASTER, SC 29721-1809 <b>Phone:</b> (803) 285-1565 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$873.08
		GRAND TOTAL	\$11,786.52
DELIVER TO		<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
<b>Shipping Address:</b> COUNTY OF LANCASTER RANDALL REYNOLDS PO BOX 1809 LANCASTER, SC 29721-1809 <b>Phone:</b> (803) 285-1565 <b>Shipping Method:</b> FEDEX Ground			

## Need Assistance? CDW•G SALES CONTACT INFORMATION



Jason Leak

(866) 209-8030

jasolea@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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## BUDGET REPORT BY DEPARTMENT - EXPENDITURE

Current Period: 09/01/2017 To 09/30/2017

County Of Lancaster

FY 2017-2018

Ideal Remaining Percent: 75 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Department: 153 Lancaster Ems						
10-7-153-500-00 Wages & Salaries Full Time	2,437,911.00	201,307.42	549,129.67	0.00	1,888,781.33	77
10-7-153-500-05 Salaries - Overtime	1,290,000.00	89,646.51	251,258.27	0.00	1,038,741.73	81
10-7-153-500-10 Wages & Salaries Part-Time	120,000.00	13,352.88	37,754.88	0.00	82,245.12	69
10-7-153-510-00 Fica-Employers Contrib.	294,365.00	22,352.83	66,331.77	0.00	228,033.23	77
10-7-153-510-05 Sc Ret Employers Contrib	521,780.00	39,612.51	116,213.27	0.00	405,566.73	78
10-7-153-510-15 Health/Life Ins Employers	475,210.00	34,858.08	105,067.68	0.00	370,142.32	78
10-7-153-510-25 Workers Compensation	400,815.00	17,430.65	51,595.98	0.00	349,219.02	87
10-7-153-520-25 Personnel Disease Prev.	17,500.00	2,185.82	5,961.23	0.00	11,538.77	66
10-7-153-530-00 Travel, Training, Dues	66,950.00	6,044.61	12,901.66	2,363.00	51,685.34	77
10-7-153-540-00 Supplies-General	50,000.00	8,014.63	16,015.51	0.00	33,984.49	68
10-7-153-541-00 Supplies- Postage	13,500.00	187.17	2,948.24	0.00	10,551.76	78
10-7-153-541-10 Supplies-Medical	255,000.00	18,379.21	42,339.89	0.00	212,660.11	83
10-7-153-542-00 Supplies-Clothing	49,500.00	4,526.56	5,092.26	0.00	44,407.74	90
10-7-153-543-00 Supplies-Laundry	3,000.00	103.35	292.30	0.00	2,707.70	90
10-7-153-551-00 Equipment-General	30,000.00	3,386.70	3,386.70	19,582.33	7,030.97	23
10-7-153-551-30 Communications	1,000.00	0.00	11.90	0.00	988.10	99
10-7-153-560-00 Equipment - Capitalized	150,000.00	0.00	0.00	39,400.00	110,600.00	74
10-7-153-570-00 Utilities-General	50,000.00	5,114.82	13,862.78	0.00	36,137.22	72
10-7-153-571-00 Utilities-Telephone	62,000.00	4,676.00	9,933.85	0.00	52,066.15	84
10-7-153-590-00 Maintenance-Vehicles	136,000.00	7,868.04	26,569.24	0.00	109,430.76	80
10-7-153-590-05 Gasoline	130,000.00	8,993.82	16,313.55	0.00	113,686.45	87
10-7-153-591-00 Maintenance-General	19,000.00	1,036.71	1,259.53	0.00	17,740.47	93
10-7-153-593-00 Maintenance-Service Agree.	83,000.00	1,396.68	25,188.70	3,472.00	54,339.30	65
10-7-153-600-00 Contractual Services (Cs)	24,810.00	1,750.46	1,750.46	0.00	23,059.54	93
10-7-153-650-01 Insurance- Other	6,500.00	0.00	4,640.00	0.00	1,860.00	29
10-7-153-670-00 Advertising	1,500.00	0.00	0.00	0.00	1,500.00	100
10-7-153-750-00 Lease- Copiers	3,000.00	608.59	608.59	0.00	2,391.41	80
11-7-153-560-00 Equipment - Capitalized	550,000.00	0.00	0.00	0.00	550,000.00	100
Lancaster Ems Subtotal	7,242,341.00	492,834.05	1,366,427.91	64,817.33	5,811,095.76	80

**BUDGET REPORT BY DEPARTMENT - EXPENDITURE**

Current Period: 09/01/2017 To 09/30/2017

County Of Lancaster

FY 2017-2018

Ideal Remaining Percent: 75 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Report Total Expenditure	7,242,341.00	492,834.05	1,366,427.91	64,817.33	5,811,095.76	80

ANNUAL BUDGET ESTIMATE - EXPENDITURE  
Amended - 2017-2018

COUNTY OF LANCASTER  
FY 2016-2017

581

Account	2015 - 2016		2016 - 2017		2016 - 2017		2017 - 2018	
	Actual (\$)	Budget (\$)	Actual (\$)	Estimate	%Remaining	Requested	Recommended	Approved
<b>Department: 153 Lancaster Fire</b>								
10-7-153-500-00	2,422,832.00	2,282,657.00	2,350,197.00		-3	2,536,910.00	2,437,911.00	
Wages & Salaries Full Time								
Recommended: 3 medics Requested; 6 medics to move towards 24/72 schedule								
10-7-153-500-05	1,226,811.00	1,290,000.00	1,211,332.00		6	1,290,000.00	1,290,000.00	
Salaries - Overtime								
10-7-153-500-10	108,599.00	120,000.00	114,686.00		4	120,000.00	120,000.00	
Wages & Salaries Part-Time								
10-7-153-510-00	284,933.00	282,488.00	274,437.00		3	301,940.00	284,365.00	
Fica-Employers Contrib.								
10-7-153-510-05	408,718.00	426,871.00	416,767.00		2	535,200.00	521,780.00	
Sec Rel Employers Contrib								
10-7-153-510-10			7.00					
Sec Police Rel Employers Co								
10-7-153-510-15	389,711.00	426,381.00	393,769.00		8	509,910.00	475,210.00	
Health/Life Ins Employers								
10-7-153-510-25	354,496.00	383,921.00	308,270.00		20	411,645.00	400,815.00	
Workers Compensation								
10-7-153-520-25	10,760.00	17,500.00	15,266.00		13	17,500.00	17,500.00	
Personnel Disease Prev.								
Requested: Price increases on supplies (gloves, vaccines, mattresses, etc.)								
10-7-153-530-00	57,282.00	60,000.00	59,861.00		0	66,950.00	66,950.00	
Travel Training, Dues								
Billing Training								

023KH  
bp-annual-budget-estimate

10:20:10am 06/27/2017

**ANNUAL BUDGET ESTIMATE - EXPENDITURE**  
Amended - 2017-2018

COUNTY OF LANCASTER  
FY 2016-2017

Account	2015 - 2016	2016 - 2017	6/30/2017	2016 - 2017		2017 - 2018	
	Actual (\$)	Budget (\$)	Actual (\$)	Estimate	%Remaining	Requested	Recommended
10-7-153-540-00 Supplies-General	51,611.00	50,000.00	48,300.00		3	50,000.00	50,000.00
10-7-153-541-00 Supplies-Postage	13,632.00	13,500.00	11,892.00		12	13,500.00	13,500.00
10-7-153-541-10 Supplies-Medical	232,267.00	245,000.00	226,842.00		7	255,000.00	255,000.00
Increase in Medical supplies due to increased cost and gold mine							
10-7-153-542-00 Supplies-Clothing	41,582.00	48,000.00	36,304.00		20	48,000.00	48,500.00
Requested: Add'l staff							
10-7-153-543-00 Supplies-Laundry	2,940.00	3,000.00	2,966.00		1	3,000.00	3,000.00
10-7-153-551-00 Equipment-General	21,791.00	30,000.00	28,986.00		3	50,000.00	30,000.00
Requested: Replace Tough book computers							
10-7-153-551-30 Communications	15,886.00	16,000.00	10,993.00		31	1,000.00	1,000.00
BASE-MOVED TO RADIO BUDGET							
10-7-153-560-00 Equipment - Capitalized	364,274.00	25,000.00	23,632.00		5	175,000.00	150,000.00
Recommended: \$85k for generators at EMS 5 and 8 Requested: UTV Rescue Unit \$65,000, \$85k EMS 2 Bay upgrade to allow for Dodge units to fit							
10-7-153-570-00 Utilities-General	45,601.00	50,000.00	46,092.00		8	50,000.00	50,000.00
10-7-153-571-00 Utilities-Telephone	61,004.00	55,000.00	60,081.00		-9	62,000.00	62,000.00

**SUBJECT: STORM READY COUNTY RENEWAL**

Our Emergency Management Department has completed all requirements for renewal of our Storm Ready status. The current certification is valid through 2020.

SW



# *Certificate of Achievement*

Presented to:

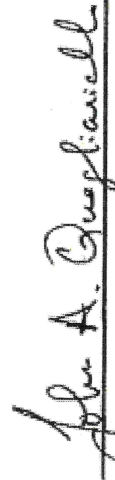
## Lancaster County

For continuing to meet established community preparedness standards through  
advanced planning, education and awareness.

Renewal date: 10/23/2017

Recognition valid until: 10/23/2020



  
John A. Quagliarello  
Warning Coordination Meteorologist  
National Weather Service – Columbia, SC

# MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, November 27 <sup>th</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, December 11 <sup>th</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, December 12 <sup>th</sup>	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room, Administration Building
Tuesday, December 12 <sup>th</sup>	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, December 14 <sup>th</sup>	6:00 p.m.	Administration Committee Council Conference Room, Administration Building

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....5:00 p.m. ... Public Safety Committee  
 The Tuesday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....3:00 p.m. ... Infrastructure and Regulation Committee  
 The Thursday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Thursday)  
 .....6:00 p.m. ... Administration Committee  
 1<sup>st</sup> Thursday of each month .....7:00 p.m. ... Fire Commission, Covenant Street EOC Building  
 2<sup>nd</sup> Thursday of each month .....6:00 p.m. ... Zoning Appeals Board, County Council Chambers  
 2<sup>nd</sup> Tuesday of each month .....6:30 p.m. ... Recreation Commission, 260 S. Plantation  
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library  
 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) .....11:45 a.m. ... Health & Wellness Comm., various locations  
 2<sup>nd</sup> Tuesday .....6:00 p.m. ... Historical Commission, Library Conference Room  
 3<sup>rd</sup> Thursday of each month .....6:30 p.m. ... Community Relations Commission, County Council Chambers  
 1<sup>st</sup> Thursday of each month .....5:00 p.m. ... Planning Commission work session, County Council Chambers  
 3<sup>rd</sup> Tuesday of each month .....6:30 p.m. ... Planning Commission, County Council Chambers