

Lancaster County Council Administration Committee Regular Meeting Agenda

Tuesday, May 9, 2017

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

1. **Call to Order – Committee Chair Charlene McGriff** **5:00**
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Citizens Comments**
4. **Consent Agenda – pgs. 3-10**
 - a. Approval of the following I&R committee meeting minutes:
 - Tuesday, April 4, 2017 Administration Committee Meeting
 - Tuesday, April 11, 2017 Administration Committee Meeting
5. **Discussion / Action Items**
 - a) **Ordinance 2017-1445 regarding Amendment to the Fee In Lieu Of Tax and Incentive Agreement Between Lancaster County, PCI Group, Inc., and LTRR Realty, LLC**

Ordinance Title: An Ordinance To Ratify, Authorize And Approve The Execution And Delivery Of An Amendment To The Fee In Lieu Of Tax And Incentive Agreement Among Lancaster County, PCI Group, Inc., And LTRR Realty, LLC, As Previously Approved By Ordinance No. 2016-1426; To Ratify, Authorize And Approve The Execution And Delivery Of An Amendment To The Lease Agreement Between Lancaster County And LTRR Realty, LLC, As Previously Approved By Ordinance No. 2016-1426; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *John Weaver/Jamie Gilbert – pgs. 11-29*
 - b) Procurement Code amendment – *Veronica Thompson/Nicholas Miller– pgs. 30-33*
 - c) Monthly Report – *Kimberly Hill*

6. Adjournment

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

Lancaster County Council Administration Committee agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org



Members of Lancaster County Council
Administration Committee

Charlene McGriff, District 2, Chairwoman
Steve Harper, District 5
Terry Graham, District 1

DRAFT

Minutes of the Lancaster County Council Administration Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, April 4, 2017

Council Members present were Charlene McGriff, Steve Harper and Terry Graham. Also present were Steve Willis, John Weaver, Sherrie Simpson, Veronica Thompson, Kimberly Hill and various Department Heads. A quorum of the Lancaster County Administration Committee was present for the meeting.

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

Call to Order

Chairwoman Charlene McGriff called the meeting to order at 5:00 p.m.

Approval of the agenda

Steve Harper moved to approve the agenda as written. Seconded by Terry Graham. Passed by unanimous vote of 3-0.

Citizens Comments

There were no citizens that came forward for comments.

Discussion / Action Items

Review of the 2017-2018 FY Budget.

Due to the fact that there is a new council member, Steve Willis explained the budget process to the Committee members.

Kimberly Hill, Budget Analyst, provided an overview of the proposed 2017-2018 FY budget. Kimberly Hill explained that the proposed budget contains a 2% cost of living increase for staff and mid-point salary increases for employees with 10 years of service. She stated the proposed budget also includes the increased South Carolina Retirement System payments for all employees. She reviewed the changes to each Department's budget with the Committee. Some of the proposed changes to the General Fund budget are listed below.

Fifteen thousand dollars was transferred to the Victim Services Fund because of declining court fee revenue.

The Clerk to Council position moved from the Administration Department to the Council budget.

Money was included and carried forward for interior work to the Historic Jail.

Vehicle maintenance and gasoline have been taken out of the various administration department budgets and have been moved to Fleet since the motor pool has started. Steve Willis explained the new motor pool process.

Olde English Consortium will be paid out of the Accommodations Tax.

The PR Coordinator position moved from the Administration Department to the Human Resources Department. Mid-level training was added to the Administration Department budget.

The payroll position moved from the Finance Department to the Human Resources Department. Advertising increased for the Human Resources Department because employment advertising costs have increased.

Some security upgrades for the County Administration Building are being carried forward to next year because not all of the upgrades have been completed this year.

The IT Department added a new position; however, the position will be funded through an offsetting reduction in contractual services. Training increased for this department and there was an increase for anti-virus software. Also, the County will buy out the phones next year and, therefore, utilities/telephone will decrease in future years.

The Zoning Department has taken over the Board of Zoning Appeals meetings; thus, food and advertising costs were added to this department.

Contractual services for the Planning Department increased to add tracking software that has cross department uses.

The Code Enforcement Officer position moved from the Auditor's Office to the Sheriff's Department.

Printing costs increased for the Treasurer's Office.

Postage decreased for Voter Registration. This department has 2 full time positions and 1 part-time position. Charlene McGriff stated the part time position should be permanent part time rather than having different people in the part time position. A permanent part time person could know the election rules and be of more assistance to the public.

A personal protective equipment/clothing budget was added to the Coroner's Office. Contractual services were increased for this department for a software upgrade.

Probate Judge Sandra Estridge spoke regarding the need for additional staff in the Probate Court due to the population growth in the County. There were no major changes proposed to the budget for the Probate Court.

The Sheriff's Office added three new positions: body camera data position that came off grant funding, moving a part-time equipment manager to full-time, and the code enforcement officer that was moved from the Auditor's office. Kimberly Hill stated that there is an increase for equipping all patrol cars with in-car cameras. She also stated there is an increase for an e-ticketing software program, which will be required by the Department of Motor Vehicles. The town of Heath Springs dropped their contract for law enforcement services with the Sheriff's office.

The City of Lancaster agreed to pay for one correctional officer at the Detention Center rather than paying a per diem for housing city inmates. Kimberly Hill stated the budget for the Detention Center increased so that a study can be conducted at the Center. Steve Willis explained that the study will determine what Lancaster County needs as far as a Detention Center and if the current facility can be expanded.

All radio expenditures were moved into the Communications budget. The annual radio replacement plan has begun.

Contractual services increased by \$10,000 for OSHA testing for the Fire Service budget.

The County agreed to fund 3 rescue personnel for the City of Lancaster as part of the 5 year plan passed by County Council. Steve Willis explained that the costs would be more to bring

rescue services in house, since approximately 7 employees would be needed. Steve Harper and Charlene McGriff stated that this issue should be discussed further.

Medical supplies increased for the EMS budget based on trend and due to increased costs for medicine needed/required at Haile Gold Mine. The EMS budget also increased due to the expansion of the truck bay at EMS Station 2 so that the ambulances can fit in the bay.

Kimberly Hill stated the stone budget increased for the Roads and Bridges Department; however, the increase was offset from other areas. She stated that salaries increased in this Department for ½ payment of an engineer position and for ½ payment of an assistant (the other ½ will come from Stormwater for both positions).

The Building Maintenance budget increased for contractual services for building repairs due to years of deferred maintenance and for utilities due to trend and lighting of fields. Charlene McGriff stated that a preventive maintenance schedule is needed for all the buildings. Steve Willis explained that a study is needed so that a preventive maintenance plan can be developed.

Contractual services for solid waste decreased.

Contractual services for the Animal Shelter increased so that the incinerator can be replaced. The part-time position at the Shelter increased to a full-time position.

Part-time salaries at the Library were reduced to pay for a full-time position.

The next scheduled meeting to finish the review of the proposed 2017-2018 FY budget is April 11, 2017.

Adjournment

Steve Harper moved to adjourn the committee meeting. Seconded by Terry Graham. Passed 3-0.

Respectfully Submitted:

Approved by the Administration Committee

Sherrie Simpson
Clerk to Council

Charlene McGriff, Chairwoman



Members of Lancaster County Council
Administration Committee

Charlene McGriff, District 2, Chairwoman
Steve Harper, District 5
Terry Graham, District 1

DRAFT

Minutes of the Lancaster County Council Administration Committee Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, April 11, 2017

Council Members present were Charlene McGriff, Steve Harper and Terry Graham. Also present were Steve Willis, John Weaver, Sherrie Simpson, Chelsea Gardner, Veronica Thompson, Kimberly Hill and various Department Heads. A quorum of the Lancaster County Administration Committee was present for the meeting.

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

Call to Order

Chairwoman Charlene McGriff called the meeting to order at 5:00 p.m.

Approval of the agenda

Terry Graham moved to amend the agenda so that Item 5h (Review of the 2017-2018 FY Budget) is moved and will come after Item 5b (Ordinance 2017-1440). Seconded by Steve Harper. Passed by unanimous vote of 3-0.

Citizens Comments

There were no citizens that came forward for comments.

Consent Agenda

Steve Harper moved to approve the Consent Agenda: minutes of the March 14, 2017 Administration Committee meeting. Seconded by Terry Graham. Passed by unanimous vote of 3-0.

Discussion / Action Items

Resolution 0958-R2017: A Resolution Authorizing The Execution And Delivery Of An Amendment To The Fee-In-Lieu Of Tax And Incentive Agreement By And Between Lancaster County And Lancaster Real Estate Group, LLC, So As To Extend The Investment Period.

Jamie Gilbert reviewed the Resolution with the Committee and explained that the Resolution will extend the Fee-In-Lieu of Tax and Incentive Agreement for 2 years for Red Ventures and would be retroactive for 2016 and will include 2017. The Agreement would end in 2017.

Steve Harper moved that Resolution 0958-R2017 be moved to full Council with a favorable recommendation from the Administration Committee. Seconded by Terry Graham. Passed by unanimous vote of 3-0.

Ordinance 2017-1440 regarding Amendment to Fee Agreement for Rico Industries, Inc., And Rico SC Realty, LLC

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amendment To The Fee Agreement Among Lancaster County, South Carolina, Rico Industries, Inc., And Rico SC Realty, LLC.

Jamie Gilbert stated that this Company would like to extend their Fee Agreement for an additional five years.

Terry Graham moved that Ordinance 2017-1440 be moved to full Council with a favorable recommendation from the Administration Committee. Seconded by Steve Harper. Passed by unanimous vote of 3-0.

Review of development agreement funds.

Kimberly Hill provided a breakdown of the public safety Development Agreement Funds for the Committee members and provided an update regarding the money that has come in and the money that has been spent in this fund. Terry Graham asked if the amount of money that came in from the Treetops Development has a specific line item. Kimberly Hill stated that it does not have a specific line item.

Review of the proposed 2017-2018 FY budget.

Kimberly Hill, Budget Analyst, provided an overview of the proposed 2017-2018 FY budget for the Capital Improvement Fund. She reviewed the revenues and expenditures for various departments. Steve Willis stated that the proposed 2017-2018 FY budget is in balance without a tax increase. Steve Harper left the Committee meeting during the review of the proposed 2017-2018 FY budget.

Steve Willis then provided an overview of the 2017-2018 FY County Administrator's Budget Wish List. A tax increase would be required to fund the items on the Wish List. Charlene McGriff stated that the entire Wish List should go to full Council for discussion and without any recommendation from the Administration Committee.

Amend display of tax millage on property tax bills.

Steve Willis explained that tax bills could be amended to show citizens the amount of money the County is having to spend on State unfunded mandates. The County would not be adding millage to the tax bill. He stated that Cheryl Morgan, Auditor, said that such an amendment could be made on the tax bills.

Terry Graham stated that he is concerned that citizens might think that a change on tax bills indicates a new tax. Charlene McGriff stated that clarification is needed before a change is made on the tax bills.

Potential donation of land to Indian Land Fire Department.

Steve Willis explained that Lancaster County has land that was originally donated to the County for an Indian Land recycling site. He stated the land was not used for that purpose and that the Indian Land Fire Department would like to have the land donated to their Department. They would use the property to expand their training facility. There is another piece of property they would like donated to the Fire Department and that will be discussed by the Parks and Recreation Commission.

Terry Graham moved that the donation of the land to the Indian Land Fire Department should be forwarded to full Council with a favorable recommendation from the Administration Committee. Passed by vote of 2-0.

Steve Willis noted that the donation of land to the Indian Land Fire Department will require an ordinance when it comes before full Council, which may require some additional time to prepare.

Recommendation from the Public Safety Committee to use surplus EMS billing for construction of Indian Land EMS facility.

Steve Willis explained that the Public Safety Committee has discussed using the excess EMS billing money to build the Indian Land EMS station; however, the EMS billing account needs to be audited. Some of the funds may have to be refunded to Medicare due to overbilling from a computer error. Therefore, Kimberly Hill would like to wait until after the audit to reserve any of the excess money in order to determine the exact amount that would be available. Kimberly Hill stated that no budget amendment ordinance would be required to reserve money in the fund balance.

Adoption of the updated Capital Improvement Plan (CIP).

Steve Willis explained that the Capital Improvement Plan (CIP) has been updated. The CIP no longer includes projects costing \$100,000 or less. He stated that he would like for the CIP to be updated every year rather than every 5 years. He stated that the CIP yearly update will help with the budget process.

Terry Graham moved that the updated Capital Improvement Plan be moved to full Council with a favorable recommendation from the Administration Committee. Passed by a vote of 2-0.

Adjournment

Terry Graham moved to adjourn the committee meeting. Passed by vote of 2-0.

Respectfully Submitted:

Approved by the Administration Committee

Sherrie Simpson
Clerk to Council

Charlene McGriff, Chairwoman

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1445

AN ORDINANCE

TO RATIFY, AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT AMONG LANCASTER COUNTY, PCI GROUP, INC., AND LTRR REALTY, LLC, AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2016-1426; TO RATIFY, AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN LANCASTER COUNTY AND LTRR REALTY, LLC, AS PREVIOUSLY APPROVED BY ORDINANCE NO. 2016-1426; 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; Purpose.

(A) The Lancaster County Council finds that:

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

(2) the County has previously entered into (i) pursuant to the Title Transfer Act, that certain Lease Agreement between the County and Virtual Image Technology, LLC, executed in 1999, as subsequently assigned to LTRR Realty, LLC, a South Carolina limited liability company (“LTRR”) (as amended, modified and supplemented from time to time, the “Lease Agreement”), and (ii) pursuant to the Title 12 Act, that certain Fee in Lieu of Tax and Incentive Agreement between the County and PCI

Group, Inc. ("PCI"), dated as of March 31, 2008 (as amended, modified and supplemented from time to time, the "Fee Agreement" and collectively with the Lease Agreement, the "Incentive Agreements");

(3) by passage of Ordinance No. 2016-1426 on December 12, 2016 ("2016 Ordinance"), Council recognized the substantial investment by LTRR and PCI in land, improvements and business personal property in the County (collectively, the "Project") during the term of the Incentive Agreements, and provided further assistance to LTRR and PCI, and in connection therewith approved certain amendments to the Lease Agreement and the Fee Agreement pursuant to the terms of (i) an Amendment to Lease Agreement entered into between the County and LTRR (the "Lease Amendment"), and (ii) an Amendment to Fee Agreement entered into between the County and PCI (the "Fee Agreement Amendment" and collectively with the Lease Amendment, the "Amendments"); and

(4) following passage of Ordinance No. 2016-1426, the County, LTRR and PCI executed the Amendments, both made and entered into as of December 12, 2016; and

(5) a review of the agenda material for the Council meeting of December 12, 2016, and a review of the 2016 Ordinance filed in the Office of the Lancaster County Clerk of Court on December 16, 2016 at 3:27 p.m., reveals that page number 5 of 6 of Exhibit B, the Fee Agreement Amendment, is missing; and

(6) a review of the fully executed Fee Agreement Amendment reveals that the executed document contains a page numbered 5 of 6; and

(7) all parties to the Lease Amendment and Fee Agreement Amendment seek to have a record that reflects the authorization and approval of the complete Fee Agreement Amendment, including the page numbered 5 of 6.

(B) It is the purpose of this ordinance to ratify the prior authorization, approval and execution of the Lease Amendment and Fee Agreement Amendment, including the page numbered 5 of 6, both dated and effective as of December 12, 2016.

Section 2. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

Section 3. Cost-Benefit Findings.

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

Section 4. Ratification, Authorization and Approval of Lease Amendment.

The form, terms, and provisions of the Lease Amendment dated and effective as of December 12, 2016, attached hereto as Exhibit A, as previously approved by Ordinance No. 2016-1426, are ratified, authorized and approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Lease Amendment was set out in this ordinance in its entirety. Further, Council ratifies, authorizes and approves the execution and delivery of the Lease Amendment dated and effective as of December 12, 2016, by the Council Chair and Council Secretary as authorized and approved in Ordinance No. 2016-1426.

Section 5. Ratification, Authorization and Approval of Fee Agreement Amendment.

The form, terms, and provisions of the Fee Agreement Amendment dated and effective as of December 12, 2016, attached hereto as Exhibit B, as previously approved by Ordinance No. 2016-1426, including the page numbered 5 of 6, are ratified, authorized, and approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement Amendment, including the page numbered 5 of 6, was set out in this ordinance in its entirety. Further, Council ratifies, authorizes and approves the execution and delivery of the Fee Agreement Amendment, including the page numbered 5 of 6, dated and effective as of December 12, 2016, by the Council Chair and Council Secretary as authorized and approved in Ordinance No. 2016-1426.

Section 6. Economic Development Fund.

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

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

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Section 7. Authority to Act.

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

Section 8. Severability.

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

Section 9. Controlling Provisions.

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

Section 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this _____ 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:	May 22, 2017	Tentative
Public Hearing:	June 12, 2017	Tentative
Second Reading:	June 12, 2017	Tentative
Third Reading:	June 26, 2017	Tentative

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Exhibit A to Ordinance No. 2017-1445

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

See attached.

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Exhibit B to Ordinance No. 2017-1445

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

See attached.

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

AMENDMENT DATED AS OF
DECEMBER 12, 2016

AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This AMENDMENT TO FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (the "Amendment to Fee Agreement") is made and entered into as of December 12, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "Council") as governing body of the County, and PCI GROUP, INC., a New York corporation (the "Company").

WITNESSETH:

WHEREAS, the County is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, codified as Chapter 44, Title 12, Code of Laws of South Carolina 1976 (the "Code"), as amended (the "FILOT Act"), 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 will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, in connection therewith, the County (i) adopted an Inducement Resolution on January 7, 2008 (Resolution No. 602), and (ii) entered into a Fee in Lieu of Tax and Incentive Agreement with the Company dated as of March 31, 2008, (as amended, supplemented and assigned from time to time, the "Initial Fee Agreement") whereby the County agreed to provide fee-in-lieu of tax incentives with respect to certain investments made by the Company in real and personal property in the County (the "Project");

WHEREAS, in recognition of the substantial investment made by the Company in the County and the Company's commitment to maintain at least one hundred (100) full-time jobs at the Project, the County has agreed to provide for an additional special source revenue credit with respect to certain investment made in connection with the Project (the "Additional Special Source Credit");

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

WHEREAS, pursuant to the FILOT Act, and based on information provided to it by the Company, the Council found that (i) the Project will continue to constitute a "project" pursuant to the FILOT Act, and the Amendment to Fee Agreement will promote the purposes enumerated in the FILOT Act, and in all respects conform to the provisions and requirements of the FILOT

Act, (ii) the Project will continue to benefit the general public welfare of the County by providing or maintaining services, employment, recreation, and other public benefits not otherwise provided locally, (iii) neither the Project, the Amendment to Fee Agreement, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or an incorporated municipality or a charge against its general credit or taxing power, (iv) the purposes to be accomplished by the Project and the Amendment to Fee Agreement are proper governmental and public purposes, and (v) the inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs; and

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

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

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

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

‘Amendment to Fee Agreement’ shall mean the Amendment to Fee Agreement, dated as of December 12, 2016, between the County and the Company.

‘Initial Fee Agreement’ shall mean the Agreement between the County and the Company, dated as of March 31, 2008, as amended, supplemented and assigned.

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

3. Article I of the Initial Fee Agreement, relating to Definitions, is hereby amended by deleting the definition of "Special Source Credits" in its entirety and replacing it with the following:

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

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

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

(d) If the Company, collectively with any Co-Investors, fails to maintain one hundred (100) full-time jobs at the Project paying an average hourly wage of at least \$17.47 (the "Jobs Requirement"), the Additional Special Source Credits shall be subject to repayment, with respect to any year in which such Jobs Requirement is not met, as follows:

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

Repayment Achievement Percentage = total full-time jobs paying an average hourly wage of at least \$17.47 maintained at the Project as of the last day of such calendar year, *divided by* 100.

For example, and by way of example only, if the Company maintains 90 full-time jobs at the Project paying an average hourly wage of at least \$17.47 at the end of a certain year, and if the Company had received \$100,000 in Additional

Special Source Credits for such year, the repayment amount would be \$10,000.00, calculated as follows:

$$\text{Repayment Achievement Percentage} = 90 / 100 = 90.0\%$$

$$\begin{aligned} \text{Repayment Amount} &= \$100,000 - (\$100,000 \times 90.0\%) = \$100,000 \\ \text{minus } \$90,000 &= \$10,000.00 \end{aligned}$$

5. Article III of the Initial Fee Agreement, relating to Certain Undertakings of the County, is hereby amended by adding at the end a new section, Section 3.4:

"Section 3.4 Multi-County Park. The County agrees to use its best efforts to maintain the Land in a multi-county park established pursuant to the Multi-County Park Act until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County."

6. Section 6.1 of the Initial Fee Agreement, relating to Administration Expenses, is amended to read:

"(a) The Company will reimburse the County from time to time for its Administration Expenses, including reasonable attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that, as of the date of this Agreement and except as provided in subsection (b) of this section, it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from its attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The County has engaged the McNair Law Firm, P.A., for purposes of negotiating and implementing this Agreement.

(b) In addition to the reimbursement of Administration Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand Dollars (\$1000.00)."

7. Section 7.3 of the Initial Fee Agreement, relating to Records and Reports, is amended by adding at the end of the section:

“(c) Through the duration of the FILOT agreement, PCI Group will submit annually to the Lancaster County department of Economic development a yearly employment report in Excel format by July 15th that provides the names, employment identification numbers, wages paid and total hours worked for the previous completed twelve months (July 1 - June 30). This information will be used to advise the County Auditor regarding compliance with the terms and conditions of the agreement associated with subsequent property taxes due for the year. The yearly employment report will be considered proprietary and subject to the confidentiality agreement previously signed.”

8. Upon submission of appropriate documentation of the expenditure, Company agrees to reimburse the County, not later than February 28, 2017, for the County's reasonable unreimbursed actual costs incurred related to this Amendment to Fee Agreement. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

9. The laws of the State shall govern the construction of this Amendment to Fee Agreement.

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

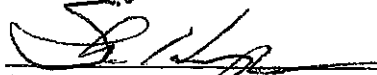
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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA and
PCI GROUP, INC., each pursuant to due authority, have duly executed this Amendment to Fee
Agreement, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

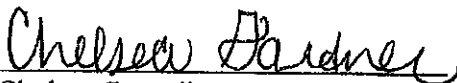


Bob Bundy, Chair, County Council



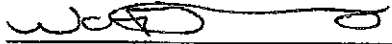
Steve Harper, Secretary, County Council

ATTEST:



Chelsea Gardner
Clerk to Council

PCI GROUP, INC.

By: 

Name: WALTER F PANNIC, JR

Its: _____

November 16, 2016

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

AMENDMENT TO LEASE AGREEMENT

This **AMENDMENT TO LEASE AGREEMENT** (the "Amendment to Lease Agreement") is made and entered into as of December 12, 2016, by and between **LANCASTER COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its County Council (the "Council") as governing body of the County, and **LTRR REALTY, LLC**, a South Carolina limited liability company (the "LTRR").

WITNESSETH:

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

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

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

WHEREAS, in recognition of the substantial investment made by LTRR in the County and LTRR's commitment to maintain at least ninety (90) full-time jobs at the Project, the County has agreed to provide for an extension of the term of the Initial Lease Agreement;

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

WHEREAS, pursuant to the Title Transfer Act, and based on information provided to it by LTRR, the Council found that (i) the Project will continue to constitute a "project" pursuant to the Title Transfer Act, and the Amendment to Lease Agreement will promote the purposes enumerated in the Title Transfer Act, and in all respects conform to the provisions and requirements of the Title Transfer Act, (ii) the Project will continue to benefit the general public welfare of the County by providing or maintaining services, employment, recreation, and other public benefits not otherwise provided locally, (iii) neither the Project, the Amendment to Lease Agreement, nor any documents or agreements entered into by the County in connection therewith will constitute or give rise to any pecuniary liability of the County or an incorporated municipality or a charge against its general credit or taxing power, (iv) the purposes to be accomplished by the Project and the Amendment to Lease Agreement are proper governmental and public purposes, and (v) the inducement of the expansion of the Project within the County and State is of paramount importance, and the benefits of the Project to the public will be greater than the costs;

WHEREAS, Council approved this Amendment to Lease Agreement by passage of Ordinance No. 2016-1426; and

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

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

1. Capitalized terms used but not defined in this Amendment to Lease Agreement shall have the meanings set forth in the Initial Lease Agreement, unless the context clearly indicates otherwise.
2. Section 1.01 of the Initial Lease Agreement, relating to Definitions, is hereby amended by adding the following defined terms:

"Amendment to Lease Agreement" means the Amendment to Lease Agreement, dated as of December 12, 2016, between the County and the LTRR.

'Initial Lease Agreement' means the Lease Agreement between the County and Virtual Image Technology, LLC, executed in 1999, and subsequently assigned to LTRR.

'LTRR' means LTRR Realty, LLC, a South Carolina limited liability company."

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

"Section 5.01. Term.

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

(b) (1) Commencing as of the date of the Amendment to Lease Agreement and through the duration of the Term, LTRR, collectively with any affiliates, shall

maintain no less than ninety (90) full-time jobs at the Project (the "Jobs Commitment"). If LTRR or its affiliates fail to maintain the Jobs Commitment, the LTRR and its affiliates shall be subject to *ad valorem* property tax for such year with respect to portions of the Project otherwise entitled to fee-in-lieu of tax incentives under this Agreement. LTRR and the County hereby acknowledge that the provisions of this Section 5.01(b) shall be the only remedy for LTRR's failure to meet the Jobs Commitment, and any such failure shall not constitute an Event of Default pursuant to Section 11.01.

(2) On or before June 1 of each applicable year, LTRR shall provide to the County Auditor a completed State jobs tax credit form (Form TC-4, TC-4SB, TC-4SA, or successor form, of the Department of Revenue) on behalf of LTRR or its affiliates. The purpose of LTRR providing to the County Auditor the completed State jobs tax credit form is to prove that LTRR and its affiliates have complied with the Jobs Commitment contained in subsection (b)(1) of this section for the immediately preceding calendar year. For example, LTRR would be required to provide the completed State jobs tax credit form to the County Auditor on or before June 1 of 2019 to prove that LTRR or its affiliates had complied with the Jobs Commitment applicable to the calendar year 2018. If the completed State jobs tax credit form is provided after June 1 of the applicable year, LTRR shall not receive the fee-in-lieu of tax incentives under this Agreement for the applicable year (for the example in the preceding sentence, 2019)."

4. Subsection (a) of Section 6.03 of the Initial Lease Agreement, relating to Payments in Lieu of Taxes, is amended to read:

"(a) It is recognized that under the Act, for a project involving an initial investment of at least \$5,000,000, the lease agreement may provide for a payment in lieu of taxes as provided in the Act. In accordance with the provisions of the Act, the Tenant shall make with respect to the Project (1) thirty (30) annual payments in lieu of taxes for each Completed Segments of the Project; and (2) thereafter the Tenant shall make the statutory payments in lieu of *ad valorem* taxes required by Section 4-12-20 of the Act for Completed Segments of the Project during the remaining Term of the Lease, if any."

5. Article XII of the Initial Lease Agreement, relating to Miscellaneous, is amended by adding at the end a new section, Section 12.11:

"SECTION 12.11. ANNUAL FEE. LTRR agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual payment in lieu of taxes set forth in Section 6.03 of this Lease Agreement, *provided, however*, the maximum annual reimbursement pursuant to this section is capped at One Thousand Dollars (\$1000.00)."

6. Upon submission of appropriate documentation of the expenditure, LTRR agrees to reimburse the County, not later than February 28, 2017, for the County's reasonable unreimbursed actual costs related to this Amendment to Lease Agreement. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

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

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

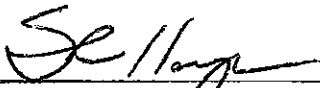
9. Except as provided in this Amendment to Lease Agreement and the Amendment to Fee Agreement made and entered into as of August 31, 2010 by and between LTRR and County, the Initial Lease Agreement shall in all other respects remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

LANCASTER COUNTY, SOUTH CAROLINA



Bob Bundy, Chair, County Council


Steve Harper, Secretary, County Council

ATTEST:


Chelsea Spandner
Clerk to Council

LTRR REALTY, LLC

By: 
Name: WALTER F PAWUL, JR
Its: Member

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Nicholas Miller, Procurement Officer Item# 1
Veronica C. Thompson, County CFO Item# 2

Department: Financial Management Division

Date Requested to be on Agenda: Admin Committee May 9, 2017
Council Meeting May 22, 2017- 1st reading

Issue for Consideration:

- 1) Amend Division 6 Section 2-316A of the Procurement Code to comply with Community Development Block Grant (CDBG) regulations by adding a provision for Women-owned Business Enterprises (WBE). During grant monitoring visit, the concern was outlined below:

CONCERN

All CDBG recipients must have and abide by written procurement and selection procedures that are equivalent or essentially comparable to those required by the 24 CFR Part 85 known as the Common Rule. A review of the county's written procurement procedures indicated that there is no provision encouraging women-owned business participation. The county must revise their procedures to address this requirement as this will be reviewed at future monitorings.

- 2) Amend Division 2. Procurement Officer Section 2-285A, including all sections of the code that reference Procurement Officer, and change to Procurement Director. This change will establish a Procurement Department under the Financial Management Division who will report to the Division Director. Currently, Procurement is simply a function of the Finance Department.

Points to Consider:

- 1) **Section 2-316A-** The amendment due to the CBDG requirements is needed to follow guidelines.
- 2) **Section 2-285A-** The County will soon be approaching a milestone of 100K population. Due to growth, the budget is steadily increasing and procurement is becoming a vital part of county operations. We now have on staff, a qualified person with expertise needed to take us into the future. Changing the title to Procurement Director, would add more authority & visibility to the position. The position will have more of an important role in procurement & contract decision making for the County. Will also play an important role assisting & interacting with executive management.

Funding and Liability Factors:

- 1) **Section 2-316A-** No funding or liability factors for adding WBE to the code.
- 2) **Section 2-285A-** Any funding related to the job title change will be included in the FY18 budget.

Council Options:

Recommend or not recommend to full Council for approval.

DIVISION 2. - PROCUREMENT OFFICER

Sec. 2-256. - ~~Procurement officer.~~ **Procurement Director**

- (a) There is created the position of ~~procurement officer~~ **Procurement Director** who shall be the county's principal contact for procurement & **contract** services. The ~~procurement officer~~ **Procurement Director** shall be under the supervision of the finance director and the county administrator **report to the Financial Management Division Director.**
- (b) The ~~procurement officer~~ **Procurement Officer** shall not incur any obligation on behalf of the county if sufficient funds have not been appropriated by the county council.
- (c) Responsibilities of the procurement officer include, but are not limited to:
 - (1) ~~Procuring supplies, materials, equipment and services needed by county government and its officials-~~ **Directs the day to day operations of the Procurement Department which includes supervision of staff & reviewing their work;**
 - (2) **Ensures compliance with applicable policies, laws, and regulations;**
 - (3) **Administer & maintains procurement card program for the County;**
 - (4) **Establishes standard contract clauses for use in contracts, solicitations, and purchase orders;**
 - (5) **Conducts contract negotiations and contract administration;**
 - (6) **Attends staff, committee, and Council meetings as needed;**
 - ~~((2)~~ Coordinating the disposal of all surplus property and equipment;
 - (3) Assisting grant recipients in ensuring proper procurement procedures are followed;
 - (4) Maintaining a complete record of all purchasing transactions;
 - (5) Conducting pre-bid conferences and bid openings;
 - (6) Handling bid advertisements, logging bids, mailing and posting notice of awards and rejection notices;
 - (7) Properly maintaining records of all bid information;
 - (8) Establishing and updating a bidders list;
 - (9) Assisting county government entities with writing bid specifications;
 - ~~(10)~~ Developing, reviewing, and updating procurement and contract procedures to ensure effective and efficient operations;
 - ~~(11)~~ Receiving and responding to inquiries from county government entities and vendors regarding procurement procedures; and
 - ~~(12)~~ Providing instruction and guidance to county government entities and officials.
- (d) The **Procurement Officer** ~~procurement officer, subject to approval by the finance director,~~ is authorized to develop, prepare and publish rules, regulations, manuals, guidelines, interpretations and other directives to aid in the implementation and use of the Lancaster County Procurement Code.

(Ord. No. 1076, § 1, 12-13-10)

There are a number of sections that reference the procurement officer. These sections will also be changed to Procurement Director.

Minority and Women-Owned Business Enterprises.

1. Non-Discrimination.

- a. It is continuing public policy of the County to achieve the full and equitable participation of businesses owned by minorities and women in Lancaster County's procurement process as both prime contractors and subcontractors.
- b. The County is committed to a policy of preventing and reducing discrimination in the award of or participation in County contracts and eliminating arbitrary barriers to full participation in such contracts by all persons regardless of race, ethnicity, or sex.

2. Definitions.

- a. Certified means current registration of Minority Business Enterprise or Woman-Owned Business Enterprise classification with the South Carolina Division of Small and Minority Business Contracting and Certification ("SMBCC"). Only businesses with status that is deemed as active within the SMBCC directory will be considered as official MBE/WBE businesses.
- b. Certified Firm means a firm that has been accepted by Lancaster County as Certified.
- c. Minority Business Enterprise or MBE means a business:
 - i. Which is at least fifty-one (51) percent owned by one (1) or more Minority Individuals, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such Minority Individuals;
 - ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more Minority Individuals;
 - iii. Which performs a commercially useful function; and
 - iv. Which is a Certified Firm.
- d. Minority Individual means a natural person in one (1) of the following groups:
 - i. African-Americans/Black;
 - ii. Hispanic-Americans, which includes persons who are Mexican, Puerto Rican, Cuban, Caribbean, Dominican, Central or South American, regardless of race;
 - iii. Native-Americans, which includes persons who are American-Indians, Eskimos, Aleuts, or Native-Hawaiians;
 - iv. Asian-Americans, which includes persons who are individuals of Far East Asia, Southeast Asia, the islands of the Pacific, or the Indian Subcontinent;
 - v. Arab-Americans.
- e. Woman-Owned Business Enterprise or WBE means a business:

- i. Which is at least fifty-one (51) percent owned by one (1) or more women, or in the case of a publicly owned business, at least fifty-one (51) percent of all classes of the stock of which is owned by one (1) or more such women;
- ii. Whose management, policies, major decisions, and daily business operations are independently managed and controlled by one (1) or more such women;
- iii. Which performs a commercially useful function; and
- iv. Which is a Certified Firm.

3. Non-Discriminatory Efforts.

- a. In furtherance of the County's non-discrimination process, Lancaster County Procurement shall:
 - i. Compose and maintain a list of minority and women-owned vendors eligible to contract with the County;
 - ii. Seek and locate MBE/WBE's to be involved in the procurement process of County goods and services;
 - iii. Ensure no barriers in procurement procedures that will prohibit full participation of MBE/WBE's from doing business within the County;
 - iv. Maintain regular reporting of such activities to be available to all County management.

4. MBE/WBE Utilization.

- a. Lancaster County wishes to ensure that all duly certified Minority Business Enterprises ("MBE"), and Woman-Owned Business Enterprises ("WBE") are afforded the opportunity to fully participate in the procurement process. In addition to any requirements set forth in state or federal mandates, the County Administrator or Procurement Officer may include qualified MBE's and WBE's on solicitation lists.