

Lancaster County Council Administration Committee Regular Meeting Agenda

Thursday, June 14, 2018

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

1. **Call to Order – Committee Chair Charlene McGriff** 6:00 p.m.
2. **Approval of the agenda** *[deletions and additions of non-substantive matters]*
3. **Citizens Comments**
4. **Consent Agenda**
 - a. Approval of Minutes from the May 17, 2018 Administration Committee regular meeting
– *pgs. 3-7*
5. **Discussion / Action Items**
 - a. **Resolution 1003-R2018 regarding Approving a Special Source Revenue Credit Agreement with Project Wine**
Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Special Source Revenue Credit Agreement With Project Wine, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Special Source Revenue Credit Agreement; To Provide That This Resolution Is An Inducement Resolution; To State The Commitment Of Lancaster County To Place Project Wine Property In A Multi-County Park. – *Steve Willis – pgs. 8-13*
 - b. **Resolution 1004-R2018 regarding Approving a Special Source Revenue Credit Agreement with Project Green Onion**
Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into With Project Green Onion A Special Source Revenue Credit Agreement And An Amendment To An Existing Fee Agreement; To Provide The General Terms Of The Special Source Revenue Credit Agreement Including The Provision Of Special Source Revenue Credits; To State The Commitment Of Lancaster County To Consent To The Transfer And Assignment Of The Existing Fee Agreement To Project Green Onion; To Provide That This Resolution Is An Inducement Resolution; To State The Commitment Of Lancaster County To Place Project Green Onion In A Multi-County Park. – *Steve Willis – pgs. 14-20*

c. Resolution 1005-R2018 regarding Consent to Transfer of Amended and Restated Fee Agreement to Project Green Onion

Resolution Title: A Resolution To Consent To The Transfer Or Assignment Of The Amended And Restated Fee Agreement Between Lancaster County And AG-APG Edgewater Property Owner, L.L.C. To Project Green Onion Or Its Affiliate Or Designee.
– *Steve Willis – pgs. 21-22*

d. Ordinance 2018-1523 regarding Authorization of First Amendment To Fee Agreement with Project Green Onion

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To Fee Agreement By And Between Lancaster County And Project Green Onion, Including The Provision Of Special Source Revenue Credits; To Authorize And Approve The Execution And Delivery of A Special Source Revenue Credit Agreement With Respect To Certain Additional Investment To Be Made By Project Green Onion. – *Steve Willis – pgs. 23-50*

e. Charlotte Rd/Van Wyck Fire Department Budget Request – (*Favorable Recommendation – Public Safety Committee*) - *Craig Roof/Mark Carnes/Russell Rogers – pgs. 51-53*

f. Monthly Report – *Kim Belk*

g. Draft Job Description for Division Director of Community And Development Services – *Steve Willis – pgs. 54-59*

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

Minutes of the Lancaster County Council Administration Committee Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Thursday, May 17, 2018

DRAFT

Committee members present were Charlene McGriff and Steve Harper. Committee member Terry Graham was absent. Council member Billy Mosteller was also present. Also present were Administrator Steve Willis, County Attorney John Weaver, Budget Analyst Kim Belk, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Ken Holt of Holt Consulting Company, LLC, Airport Director Paul Moses, Recreation Director Hal Hiott, various department heads and staff and citizens. A quorum of the Lancaster County Administration Committee 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 for the required length of time.

Call to Order

Chairwoman Charlene McGriff called the meeting to order at approximately 6:00 p.m.

Approval of the agenda

Steve Harper moved to approve the agenda. The Committee approved the agenda by a vote of 2-0.

Citizens Comments

There were no citizens that came forward for comments.

Consent Agenda

Steve Harper moved to approve all of the items on the Consent Agenda. The motion to approve the April 12, 2018 Administration Committee regular meeting minutes and the April 19, 2018 Administration Committee special meeting minutes passed by a vote of 2-0.

Discussion / Action Items

Grant Application during FY 2018-19 for Airport Apron Rehabilitation – addition of Independent Fee Estimate/REILS request.

Ken Holt of Holt Consulting Company, LLC, explained that the Lancaster County Airport had submitted a pre-application for a Federal Aviation Administration (FAA) grant earlier in January. He noted that the Lancaster County Airport is classified as a SCIII airport for business-recreation; however, he explained that if the County would obtain runway end identifier lights (REILS) then the Airport could move up to a SCII classification, which would be a business-corporate classification. He explained that the REILS can be added to the current pre-application; however, once the REILS is added to the pre-application, then the amount of the grant will exceed the amount that will now require the County to obtain an Independent Fee Estimate for the project. He noted that the County would now have to engage an independent consultant to prepare the Independent Fee Estimate, which will cost approximately three thousand (\$3,000.00) to five thousand dollars (\$5,000.00). He noted that the majority of this fee will eventually be reimbursed through the grant.

Kim Belk stated that this cost will come out of the grant match fund in next fiscal year's budget. Steve Harper moved that the approval of the grant application for the Airport Apron Rehabilitation that includes the REILS be moved to full Council with a favorable recommendation from the Administration Committee. The motion passed by a vote of 2-0.

Discussion of Airport TUG for FY 2018-2019 budget.

Steve Willis stated that the funding for the TUG would be one hundred percent (100%) funded by the County. Paul Moses stated that it would be a wild guess on his part as to how many times the TUG might be used each year. He noted that the TUG would be used to help people deplane in front of the terminal and that, currently, airport users have to walk to the terminal. Charlene McGriff asked who will operate the TUG. Paul Moses stated that he would operate the TUG. He provided a quote for the TUG, attached as Schedule A. Veronica Thompson asked if any recurring costs would be involved for this equipment. Paul Moses stated that the airport staff try not to touch anybody's airplane as far as moving it because if a plane were to get dented, then that would be very expensive. He noted that liability questions would need to be posed to the Risk Management Director for the County. He also noted that there is a charge for the classes that train personnel to use the TUG. One of the Airport Commission members stated that one recurring cost would be for batteries for the TUG, which lasts about five (5) years. He stated that the watering system helps

increase the life of the battery. Charlene McGriff asked what the additional costs would be for miscellaneous costs associated with the TUG and for training. Kim Belk stated that she would budget for more than ninety thousand dollars (\$90,000.00).

Steve Willis suggested that the County impose a landing fee to recoup the costs of the TUG. Paul Moses stated that he charges a ramp fee now if an airplane does not buy fuel. Steve Willis indicated that the use of the TUG is unknown and he explained the need for a fee to help in recouping the costs for the TUG.

Steve Harper moved to send the TUG request to full Council for discussion without a recommendation from the Administration Committee. The motion passed by a vote of 2-0.

Kim Belk recommended budgeting one hundred and five thousand dollars (\$105,000.00) for the TUG in the upcoming fiscal year budget if Council agrees to approve the request. Steve Willis stated that he would like for Council to discuss the landing fee. However, Kim Belk stated that there would not be time to advertise the fee for the upcoming 2018-2019 fiscal year budget. John Weaver suggested leaving the fee to the discretion of the Airport Director. Steve Willis stated that the fee could be included in a later budget amendment.

Discussion of results of study of potential expansion of Indian Land Recreation site.

Hal Hiott stated that, according to a study, the Indian Land Recreation site can be expanded on the current site and that it would almost double the size of the center. He noted that a facility that size would be able to meet the current demand for needed space. He explained that no costs were given for the project, but only that it could be done. Charlene McGriff asked if the current location is the only option for an Indian Land Recreation center. John Weaver stated that the current property that the Indian Land Recreation center sits on is high priced commercial property for that area. He stated that he would like to pursue 10 acres of land further south for a new recreation site. Charlene McGriff indicated that any site should have room for future expansion, which the current site would not have after this expansion. John Weaver stated that the Committee and Council would not need to make a decision regarding the Indian Land Recreation site until November. Steve Willis stated that unless the Committee had objections, he would authorize the County Attorney to look for options for an Indian Land Recreation site.

Finalization of proposed project list for Parks and Recreation Bond.

Steve Willis reviewed the project list for the potential recreation bond: the Indian Land Recreation Center Addition, the Harrisburg Road Soccer Complex, the Lindsay Pettus Greenway Phase 1, the Barr Street Auditorium Renovations and the Heath Springs Soccer Complex. He noted that the County will be looking for potential alternatives to the Indian Land Recreation Center Addition. Hal Hiott stated that he had spoken with a recreational field developer about the 10 acres in Harrisburg to find out how many soccer fields that site could accommodate. He stated that the expert indicated that the County could get two (2) full size fields on that site with some smaller fields also. He further noted that the expert recommended putting in one field with artificial turf. He also explained that the final report will provide Council with more than one option for the use

of the site. Charlene McGriff stated that she does not want to run out of money before all of the projects are completed. John Weaver indicated that Council would need to set priorities for the projects so that if the County runs out of money before all the projects are completed, then the lower priority projects would simply not be completed. Hal Hiott stated that the Recreation staff would like to obtain 10 acres in Heath Springs for the Soccer Complex in that area.

Charlene McGriff and Billy Mosteller agreed that if Council has a project list, then all projects on the list need to be completed. John Weaver explained the bond process to the Committee. He noted that the ordinance for the bond has been completed and that he can make the ordinance available for review. He stated that the ordinance will have two (2) readings in June and one (1) in July. He stated that accurate detailed costs will need to be included in the ordinance but that those may not be available until the Second Reading of the ordinance.

Steve Harper moved that a discussion of the recreation bond ordinance be placed on the May 29, 2018 Council agenda. The motion passed by a vote of 2-0.

Pamela Trimnal, Lancaster County resident, suggested that Council provide as much information as possible to the citizens of Lancaster County about the bond. She further suggested that Council provide a timeline for the projects and specifics about what projects would go in each area of the County. She also recommended that the Council provide a master plan for the hospitality funds.

Discussion of Bailes Ridge EMS site.

John Weaver stated that the Bailes Ridge property has been appraised and that he will have a contract for Council's consideration soon. He stated that the Phase 1 Environmental report is clean. He stated that he will provide a Resolution to purchase the land in June for Council's consideration. Kim Belk stated that the funds are not in the current fiscal year's budget. She explained that she can put the funds from the Development Agreement Fund into next fiscal year's budget or she would need to do a budget amendment.

Steve Harper moved that the contract to purchase the property for one hundred fifty thousand dollars (\$150,000.00) plus additional secondary costs be moved to full Council with a favorable recommendation from the Administration Committee. The motion passed by a vote of 2-0.

Kim Belk stated that she will address the funding for the purchase in the 2018-2019 fiscal year budget ordinance. John Weaver noted that the Resolution to purchase the property would only require a one reading resolution, but that the funding in the budget ordinance would require three readings.

Discussion of Barnett Medical Center.

John Weaver stated that a doctor in Columbia purchased the Barnett Medical Center and that he wants to give the property to the County gratuitously. Steve Willis stated that the building currently has three (3) tenants. He noted that the parts of the building that are empty could potentially be used for the Health Department and, later, the County nurse and possibly an EMS station. He

further noted that if the Health Department is relocated to the Barnett Medical Center building, then the Department of Social Services (DSS) could have all of the space in their current building which would take care of all of the office space issues for those two agencies. Charlene McGriff asked if the State would still reimburse the County for the renovations for a building for DSS and Steve Willis responded that they would. Steve Harper asked if due diligence had been done regarding the Barnett Medical Center building and Steve Willis responded that the County had not yet done any due diligence. Steve Willis explained that a Phase 1 Environmental study would need to be conducted on the building. John Weaver stated that the County would need to take possession by September 1, 2018 if they want the building.

Steve Harper moved that the County Attorney be authorized to conduct due diligence on the Barnett Medical Center building to determine if the building could be utilized by the Health Department. The motion passed by a vote of 2-0. Billy Mosteller left the Committee meeting prior to the discussion of the monthly report.

Monthly Report.

Kim Belk reviewed the revenues and expenditures for the month of April. The Budget Monitoring Report for April 2018 is attached as Schedule B. She noted that she is comfortable with the current status of revenues and that she is no longer concerned.

Adjournment

Steve Harper moved to adjourn the Committee meeting. The motion to adjourn passed by a vote of 2-0. The Committee meeting adjourned at approximately 7:35 p.m.

Respectfully Submitted:

Approved by the Administration Committee

Sherrie Simpson
Clerk to Council

Charlene McGriff, Chairwoman



Ordinance # / Resolution#: Resolution # 1003-R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 14, 2018

Issue for Consideration:

Project Wine is a new construction materials manufacturing company looking to establish its operations in the Charlotte Region. The project is expected to invest \$2,810,000 and create 137 new jobs over three years. The wage rates for jobs at the facility will range from \$14/hour to \$30/hour. The project has looked at locations in Lancaster County and other communities in the Carolinas.

The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Wine since April 17 to identify properties in the county that are suitable for the company's manufacturing needs and applicable county/state incentives. Project Wine identified 1312 Camp Creek Road as a viable property for their operation. After several tours of the building, Project Wine negotiated a lease to purchase contract for the property. If county and state incentives can be secured, Project Wine plans on commencing manufacturing operations at the building in August.

LCDED is recommending the following county incentives be provided to Project Wine to facilitate the company locating its manufacturing facility in Lancaster:

- 1) A 20 Year Special Source Revenue Credit (SSRC) on the existing building that would be 43% in Years 1-5, 48% in Years 6-12 and 53% in Years 13-20 to replicate a Fee-In-Lieu-of-Tax (FILOT). The change in the SSRC percentage in years six and thirteen is designed to account for any increases in county millage since a FILOT provides locked in millage rate. Note: The state offers a 5 year property tax abatement against 100% of the county portion of the taxes; however, Lancaster County will not provide this abatement for the project due to the SSRC.
- 2) A 20 Year SSRC on the project's equipment. The SSRC would be 70% annually in years 1-10, 48% annually in years 11-12 and 53% in years 13-20. As with the SSRC for the building, the equipment SSRC is designed to replicate the FILOT. The 70% annual credit in years 1-5 is designed to replicate the SSRC that would be applied to a FILOT for a project with job creation numbers that are similar to Project Wine that locates in the Lancaster area. Note that with new equipment the state 5 year property tax abatement against 100% of the county portion of the taxes can be utilized by Project Wine and is part of the overall tax reduction.

Points to Consider:

- The project will result in a large number of new, quality manufacturing jobs coming to Lancaster.
- The project will occupy an existing building that has been vacant for 2 ½ years.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline sending Resolution # and Ordinance # to the full County Council for consideration.

Recommendation:

Approve sending Resolution # and Ordinance # to the full County Council for consideration.

STATE OF SOUTH CAROLINA

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RESOLUTION NO. 1003-R2018

COUNTY OF LANCASTER

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A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT WINE, AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT WINE PROPERTY IN A MULTI-COUNTY PARK.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Project Wine, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to construct and install one or more facilities in the County (the "Project"), *provided, that*, approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project, over a five-year period, is anticipated to result in an investment of at least \$2,810,000 in real and personal property and the creation of at least one hundred thirty-nine (139) new, full-time jobs; and

WHEREAS, the Company has requested that the County enter into a Special Source Revenue Credit Agreement ("SSRC Agreement"), thereby providing SSRCs against FILOT Payments with respect to the Project; and

WHEREAS, the County intends by this resolution to commit itself to (i) enter into an SSRC Agreement with the Company under the MCP Act, (ii) provide for SSRCs against the FILOT Payments to be made by the Company, and (iii) locate the Project in an MCP.

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

1. For purposes of the MCP Act, this resolution is an “Inducement Resolution.”

2. The County commits to enter into an SSRC Agreement with the Company for the Project, the terms of which shall be set forth in an agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an Investment Period of five (5) years;
- b. the Company’s commitment to invest at least \$2,810,000 in real and personal property for the Project, not later than the end of the Investment Period (the “Investment Commitment”);
- c. for real property, in each of the first twenty years of the Project, an SSRC equal to the difference between the amount of the FILOT Payment computed as if the real property were subject to *ad valerom* taxes in the then applicable year and the amount of the FILOT Payment if it was computed using a millage rate of 317.6 mills and an assessment ratio of six percent;
- d. for personal property, in each of the first twenty years of the Project, an SSRC:
 1. in the first ten (10) years of the Project (years one through ten) equal to seventy percent (70%) of the amount of the FILOT Payment, *provided, that*, the Company has employed
 - in year one an average of not less than ten (10) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)),
 - in year two an average of not less than twenty-five (25) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)), and
 - in years three (3) through ten (10) an average of not less than forty (40) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)).
 2. in years eleven (11) and twelve (12) of the Project equal to forty-eight percent (48%) of the amount of the FILOT Payment, and
 3. in years thirteen (13) through twenty (20) of the Project equal to fifty-three percent (53%) of the amount of the FILOT Payment;
- e. the SSRC provided in items c and d above are not applicable in any year immediately following a year in which the Company has failed to employ an average of at least ten individuals in new full-time jobs (*i.e.*, each at least thirty (30) hours per week and all with health care benefits);

- f. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the SSRCs; and
- g. a requirement for the Company to maintain a membership in the Lancaster County Chamber of Commerce during the term of the SSRC Agreement.

3. Council shall use its best efforts to include the land on which the Project is located in an MCP, to the extent that the land, or any portion thereof, is not currently included in an MCP. The period of time for inclusion of the land in an MCP shall be not less than the period that the SSRC Agreement is effective.

4. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the state and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in this Section 4, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

5. Council's commitments and agreements contained in Sections 3 and 4 are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

6. Council shall approve the SSRC Agreement, and any other agreement or document contemplated by this resolution in accordance with South Carolina law and the rules and procedures of the Council.

7. County Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

8. To the extent this resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this resolution supersede all other orders, resolutions and parts thereof and this resolution is controlling.

9. This resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council



Ordinance # / Resolution#: Resolutions 1004-R2018 and 1005-R2018 and Ordinance 2018-1523
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 14, 2018

Issue for Consideration:

Project Green Onion is a headquarters facility looking to expand its operations in the Charlotte Region. The project is expected to invest \$40 million and create 117 new jobs over five years. As of January 1, 2018 the company had 182 existing positions that will be relocated to the new facility. The hourly wage rate for the new positions will range from \$23.16-\$75.62. The project has considered locating the new headquarters in Lancaster County and other communities in the region.

Since January 2017, the Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Green Onion to identify properties in the county suitable for the company's new headquarters and county/state incentives that could be made available for the project. Project Green Onion has placed a purchase contract on an existing building in Indian Land that they expect to execute the first week of July provided county and state incentives can be made available for the project.

LCDED is recommending the following county incentives be provided to Project Green Onion in order for the company to locate its new headquarters in Lancaster County:

- 1) Approve the assignment, from seller to buyer, of the existing Fee-In-Lieu-of-Tax (FILOT) agreement on the building that is being purchased. The twenty year FILOT has seven years remaining on it. The FILOT provides a property tax assessment rate of 6% (which is the standard assessment rate for office) and locked in millage rate of 262 mills.
- 2) A ten year extension of the existing FILOT.
- 3) A Special Source Revenue Credit (SSRC) for three years following the existing FILOT expiration that will allow the ad valorem payments to equal those under the existing FILOT.
- 4) A seven year SSRC at 55% annually for all new personal property and building improvements made during the first five years of the project.

Points to Consider:

- The project will result in a long standing and respected financial services firm locating its new headquarters in Lancaster County.

- The project will create a large number of new, high salary positions that are in addition to the company's current employees that will move to the new facility.
- The project will provide 100% occupancy to an existing building in Indian Land that has a current vacancy rate of 27%.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline sending Resolution # and Ordinance # to the full County Council for consideration.

Recommendation:

Approve sending Resolution # and Ordinance # to the full County Council for consideration.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1004-R2018

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO WITH PROJECT GREEN ONION A SPECIAL SOURCE REVENUE CREDIT AGREEMENT AND AN AMENDMENT TO AN EXISTING FEE AGREEMENT; TO PROVIDE THE GENERAL TERMS OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO CONSENT TO THE TRANSFER AND ASSIGNMENT OF THE EXISTING FEE AGREEMENT TO PROJECT GREEN ONION; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT GREEN ONION PROPERTY IN A MULTI-COUNTY PARK.

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

WHEREAS, the County, acting by and through its Council, is authorized and empowered to establish multicounty parks (an “MCP”) pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the “MCP Act”) to further the investment of capital and the creation of jobs in the County; and

WHEREAS, Section 12-44-70 of the Act, Section 4-1-175 of the MCP Act and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended, authorizes the Council to provide special source revenue credits (“SSRCs”) that are applied against fee-in-lieu of tax (“FILOT”) payments (“FILOT Payments”) made pursuant to the Act and MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding, among other things, (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise; and

WHEREAS, a company known for the time being as “Green Onion”, and one or more affiliates (collectively, the “Company”), is considering the acquisition, construction and installation of a project known by the Company as “Project Green Onion” and associated investment, as well as additional facilities and associated investment, all upon property located in the County (collectively, the “Project”), provided that the County enters into certain incentive arrangements with the Company, as set forth herein

WHEREAS, the Project is anticipated to result in an investment of approximately \$40,000,000.00 in real and personal property over five (5) years; and

WHEREAS, in connection with the Project, the Company has requested that the County consent to the assignment to the Company of rights and obligations under an existing Fee Agreement (the "Existing Fee Agreement") to which the County is party; and

WHEREAS, upon the effectiveness of the assignment, the Company has requested that the County enter into an amendment to the Existing Fee Agreement by and between the Company and the County (the "First Amendment"), which provides, among other things, for an extension of the term of the Existing Fee Agreement by an additional ten (10) years; and

WHEREAS, the Company has requested that the County enter into a Special Source Revenue Credit Agreement (the "SSRC Agreement"), which provides, generally, for SSRCs to be provided to the Company; and

WHEREAS, the County intends by this Resolution to commit itself to (i) provide SSRCs to the Company, (ii) enter into the First Amendment and the SSRC Agreement with the Company, (iii) consent to the assignment of the Existing Fee Agreement to the Company, and (iii) locate the Project in an MCP.

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

1. The adoption of this Resolution is an official action by the Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an "Inducement Resolution." For purposes of Section 12-44-110 of the Act, and for such other similar statutory provisions, this Resolution constitutes preliminary approval by the County prior to the execution of the First Amendment and the SSRC Agreement.

2. The County commits to enter into an SSRC arrangement with the Company for the Project, the terms of which shall be set forth in an SSRC Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. the Company's commitment to create new full-time jobs (*i.e.*, at least thirty (30) hours per week), all with health care benefits and an hourly wage rate not less than twenty dollars (\$20.00) ("New Full-Time Jobs") at the following employment levels and in the designated timeframes, hereinafter referred to as the "Jobs Commitment":

- (i) to have employed, as measured over the base number of employees of one hundred eighty-two (182) (the "Base Number of Employees"), in New Full-Time Jobs an average of not less than seven (7) during the twelve month period ending December 31, 2019, for a total number of jobs not less than one hundred eighty-nine (189),

- (ii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than twenty-three (23) during the twelve

month period ending December 31, 2020, for a total number of jobs not less than two hundred five (205),

(iii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-two (42) during the twelve month period ending December 31, 2021, for a total number of jobs not less than two hundred twenty-four (224),

(iv) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty (60) during the twelve month period ending December 31, 2022, for a total number of jobs not less than two hundred forty-two (242),

(v) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than eighty-two (82) during the twelve month period ending December 31, 2023, for a total number of jobs not less than two hundred sixty-four (264), and

(vi) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-three (93) during the twelve month period ending December 31, 2024, and each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit, for a total number of jobs not less than two hundred seventy-five (275).

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. The Base Number of Employees shall be based on the number employed in the County as part of the Company's headquarters' operation and shall not include employees at other Company locations.

The hourly wage rate of twenty dollars (\$20.00) contained in the Jobs Commitment shall be adjusted on December 31, 2023, to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years six through ten of the Project. On December 31, 2028, the hourly wage rate shall be adjusted to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years eleven through fifteen of the Project;

- b. SSRCs to be provided to the Company equal to (i) fifty-five percent (55%) of MCP FILOT Payments applicable to investment by the Company in personal property and building renovations made during the first five (5) years of the Project, for a ten-year period from each such year's investment (the "Fifty-Five Percent SSRC"); and (ii) an amount necessary to ensure that MCP FILOT Payments due with respect to the Project are not greater than Three Hundred Fifty-Six Thousand Eight Hundred Forty-Four Dollars (\$356,844.00), for each of the first three (3) years following the year in which the term of the Existing Fee Agreement terminates with respect to the real property constituting the Project;
- c. provisions requiring the Fifty-Five Percent SSRC to be reduced to the extent that the Company fails to meet the total number of jobs set in the Jobs Commitment 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 at the end of 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.

- d. provisions requiring the Company to provide documentation to the County Economic Development Director to prove compliance by the Company with the Jobs Commitment and the documentation may include providing completed South Carolina Department of Revenue job tax credit forms, such as form TC-4, and completed South Carolina Department of Employment and Workforce quarterly contribution and wage reports, such as form UCE 120;
- e. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the SSRCs, subject to maximum amounts to be set forth in the applicable governing documents; and
- f. the Company's commitment to maintain a membership in the Lancaster County Chamber of Commerce for the term of the SSRC Agreement.

3. The County commits to consent to the transfer and assignment of the Existing Fee Agreement to Project Green Onion. The terms of the consent shall be set forth in a resolution of Council in form and manner satisfactory to the County.

4. The County commits to enter into a First Amendment with the Company for the Project, the terms of which shall be set forth in an amendment to the Existing Fee Agreement in form and manner satisfactory to the County and the Company.

5. Council shall use its best efforts to include the land on which the Project is located in an MCP. The period of time for inclusion of the land in an MCP shall be at least for the same period that the First Amendment and SSRC Agreement are effective.

6. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the State and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in Section 5 and in this Section 6, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

7. Council shall approve the resolution consenting to the assignment of the Existing Fee Agreement, the First Amendment, the SSRC Agreement, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.

8. The provisions of this Resolution 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, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

9. Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

10. To the extent that this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

11. This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day _____, 2018

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1005-R2018

A RESOLUTION

TO CONSENT TO THE TRANSFER OR ASSIGNMENT OF THE AMENDED AND RESTATED FEE AGREEMENT BETWEEN LANCASTER COUNTY AND AG-APG EDGEWATER PROPERTY OWNER, L.L.C. TO PROJECT GREEN ONION OR ITS AFFILIATE OR DESIGNEE.

WHEREAS, Lancaster County, South Carolina (the “County”), and AG-APG Edgewater Property Owner, L.L.C., a Delaware limited liability company (“Assignor”), entered into that certain Amended and Restated Fee Agreement, dated as of August 14, 2017 (the “Fee Agreement”) with regard to that certain real property located in Lancaster County, South Carolina, as more particularly described therein (“Property”); and

WHEREAS, Assignor, as part of the sale of the Property to Project Green Onion or its affiliate or designee (“Assignee”), now desires to transfer or assign its interest in the Fee Agreement to Assignee simultaneously with the closing of the purchase and sale of the Property (the “Assignment”); and

WHEREAS, Assignor and Assignee have requested that the County consent to the Assignment as permitted in Section 8.2 of the Fee Agreement; and

WHEREAS, Council intends by the passage of this resolution to provide its consent to the Assignment of the Fee Agreement from Assignor to Assignee.

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

1. The County consents to the transfer or assignment of all of Assignor’s rights, interests, and obligations under the Fee Agreement to Assignee, to be effective with the closing of the sale of the Property.
2. The validity of the Fee Agreement, and upon the assignment of the Fee Agreement to Assignee, all rights and obligations of the Assignee and the County, as the only parties under the assigned Fee Agreement, are hereby affirmed.
3. This resolution takes effect upon its adoption.

(Signatures appear on the following page)

AND IT IS SO RESOLVED

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

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1523

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT GREEN ONION, INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH RESPECT TO CERTAIN ADDITIONAL INVESTMENT TO BE MADE BY PROJECT GREEN ONION.

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

Section 1. Findings and Purpose.

A. 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 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) a company known for the time being as "Project Green Onion" (the "Company"), is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties, 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 approximately Forty Million Dollars (\$40,000,000.00) over five (5) years (the "Project"), with the Project also expected to result in the creation of at least one hundred seventeen (117) new full-time jobs;

(d) by passage of Resolution No. ____-R2018, an inducement resolution for the Project, Council committed itself to (i) provide special source revenue credits to the Company, (ii) enter into an amendment to an existing Fee Agreement (the "First Amendment") and to a Special Source Revenue Credit Agreement (the "SSRC Agreement") with the Company, (iii) consent to the assignment of the existing Fee Agreement to the Company, and (iv) locate the Project in a multi-county park.

B. It is the purpose of this ordinance to effectuate, in part, the commitments of the County to Project Green Onion, specifically, the approval of an SSRC Agreement and the approval of the First Amendment.

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 Company to expand or locate a facility in the State, the County hereby authorizes, ratifies, and approves (i) the First Amendment, and (ii) the SSRC Agreement.

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 and other agreements 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 Agreements.

The form, terms, and provisions of the First Amendment, 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 such 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 First Amendment and the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the First Amendment and the SSRC Agreement to be delivered to the

Company. The First Amendment and the SSRC Agreement are to be in substantially the forms 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. 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 First Amendment and the SSRC Agreement and the performance of all obligations of the County under and pursuant to the First Amendment and the SSRC Agreement.

Section 6. Severability.

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

Section 7. 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 8. Effective Date.

This ordinance is effective upon Third Reading.

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:	June 25, 2018	(Tentative)
Second Reading:	July 16, 2018	(Tentative)
Public Hearing:	July 16, 2018	(Tentative)
Third Reading:	August 13, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1523

First Amendment to Fee Agreement

See attached.

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Exhibit B to Ordinance No. 2018-1523

Special Source Revenue Credit Agreement

See attached.

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FIRST AMENDMENT
TO
FEE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
[PROJECT GREEN ONION]
[_____], 2018

FIRST AMENDMENT TO FEE AGREEMENT

This FIRST AMENDMENT TO FEE AGREEMENT ("First Amendment") is made and entered into as of [____], 2018, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as the governing body of the County and [PROJECT GREEN ONION], a [____] (the "Company").

WITNESSETH:

WHEREAS, the Company is party by assignment to that certain Amended and Restated Fee Agreement, dated as of August 14, 2017, between the County and AG-APG Edgewater Property Owner, L.L.C. (the "Fee Agreement"); and

WHEREAS, the County, acting by and through the County Council and pursuant to Title 12, Chapter 44 (the "Act") agreed to enter into the Fee Agreement, as subsequently assigned to the Company, concerning certain investments in the County (the "Project"); and

WHEREAS, the Company and the County desire to make certain amendments to the Fee Agreement to extend the term of the Fee Agreement, as more fully set forth herein; and

WHEREAS, the County Council, by passage of Resolution No. ____-R2018, an inducement resolution for Project Green Onion, committed to enter into this First Amendment and by passage of Ordinance No. 2018-____ authorized and approved the execution and delivery of this First Amendment; and

WHEREAS, the County Council, based on information provided by the Company, has made a finding of substantial public benefit to be derived from agreeing to the amendment of the Fee Agreement as provided in this First Amendment.

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

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

Section 2. *Period for Calculation of Payments.* Section 5.1(d) of the Fee Agreement is amended to read:

"(d) Any property that was placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b) above, for a period not exceeding 30 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to

paragraphs (a), (b) and (c) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of economic development property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 30-year fee period for the property which it is replacing.”

Section 3. *Fee Term.* Section 5.3 of the Fee Agreement is amended to read:

“With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the twenty-ninth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.”

Section 4. *Notices.* The addresses for notices to the Company, as provided in Section 11.2 of the Fee Agreement, are amended to read:

“If to the Company:

[
[
[

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

Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401
Attention: Stephanie L. Yarbrough
Facsimile: (843) 410-2351
Email: stephanie.yarbrough@wbd-us.com”

Section 5. *Representations and Warranties.* (A) Company represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a _____ organized and existing and in good standing under the laws of _____, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this First Amendment, and (iv) by proper action has approved this First Amendment and authorized its officials to execute and deliver it.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a body politic and corporate and a political subdivision of the State of South Carolina, (ii) is authorized by the Act to enter into this First Amendment, (iii) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this First Amendment.

Section 6. *Fee Agreement.* Except as specifically modified in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

Section 7. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 8. *Effective Date.* This First Amendment is effective upon its execution by the parties to it, *provided, however,* Sections 2, 3 and 4 are effective at the same time as the assignment of the Fee Agreement from _____ to the Company is effective.

(signatures appear on following pages)

IN WITNESS WHEREOF, the County and the Company, pursuant to due authority, have duly executed this Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

(company signatures follow on next page)

[Project Green Onion],
a [_____]

By: _____

Name:

Title:

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is entered into as of [____], 2018, by and between [PROJECT GREEN ONION], a [____] (the "Company"), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County").

RECITALS

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

WHEREAS, the Company is considering the development of a corporate headquarters facility, by construction or purchase of certain Land (as defined below), buildings, structures, appurtenances, furnishings, fixtures, machinery, apparatus, and equipment, in the County (the "Project"). The Company anticipates that the Project will result in an investment over five (5) years of approximately Forty Million Dollars (\$40,000,000.00) in the County, with the Project also expected to result in the creation of at least one hundred seventeen (117) new full-time jobs;

WHEREAS, the County and [____] County, South Carolina have established a joint county industrial and business park (the "Park"), pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "MCP Laws"), within which Park the Project is located;

WHEREAS, pursuant to the provisions of the Park Agreement (as defined herein) and the MCP Laws, all property within the boundaries of the Park is exempt from *ad valorem* property taxes, however, the owners and lessees of the tax exempt property are required to make or cause to be made payments-in-lieu of *ad valorem* property taxes to the County; and

WHEREAS, by Ordinance No. [2018-____], enacted on [____], 2018, Council authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Company and the County 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.

“Administrative Expenses” shall mean the reasonable and necessary out-of-pocket expenses, including reasonable attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of any related multi-county park documents; (iii) the preparation, review, approval and execution of other documents related to this Agreement and multi-county park documents; (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents; and (v) the implementation and administration of the terms and provisions of the documents after the date of execution thereof; provided, however, that no such expense shall be considered an Administrative Expense unless the County includes in its request for reimbursement a description of the nature of the Administrative Expense, as required in Section 2.06(b) of this Agreement.

“Agreement” shall mean this Special Source Revenue Credit Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

“Co-Investor” shall mean the Company, any entity that joins with or is an affiliate of the Company and that participates in the investment in, or financing of, the Project, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Co-Investor and shall, to the extent the Company and any such other Co-Investor intend to extend the benefits of the Special Source Revenue Credits to property owned by any such Co-Investor pursuant to this Agreement, comply with the Jobs Commitment and any additional notice requirements, or other applicable provisions, of the SSRC Law.

“Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“Company” shall mean [_____], a [_____], and its successors and assigns, as permitted herein.

“Cost” or *“Cost of Infrastructure”* means the cost of Infrastructure incurred by the Company, whether incurred prior to or after the date of this Agreement, including, to the extent permitted by the SSRC Law, but not limited to: (i) the cost of designing, acquiring, constructing, improving or expanding the Infrastructure; (ii) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (iii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iv) the reasonable 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; (v) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, 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 (vi) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

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

“*Event of Default*” shall mean, with reference to this Agreement, an occurrence described in Section 5.01 hereof.

“*Existing Fee Agreement*” shall mean the Amended and Restated Fee Agreement between the County and AG-APG Edgewater Property Owner, L.L.C., dated as of August 14, 2017, assigned to the Company, and as amended.

“*Fee Payments*” shall mean payments-in-lieu of *ad valorem* property taxes made or to be made by the Company with respect to the Project pursuant to the Park Agreement and the MCP Laws.

“*Infrastructure*” shall have the meaning attributable to such term under Section 4-29-68 of the Code, and shall specifically include, without limitation, to the extent permitted by law, the following: (i) infrastructure serving the County or the Project, including, but not limited to, buildings, rail improvements, roads, water and sewer facilities and other utilities; (ii) improved or unimproved real property, and all fixtures attached thereto, used in the operation of the Project; and (iii) personal property, including machinery and equipment, used in the operation of the Project.

“*Investment Period*” shall mean the period beginning with the first day that personal property or building renovations constituting the Project are purchased by the Company or any Co-Investor, and ending on the date that is five (5) years from the end of the property tax year in which the first such property is placed in service.

“*Jobs Commitment*” means the commitment of the Company and any Co-Investor to employ the number of New Full-Time Jobs and total number of jobs with respect to the Project as set forth in Section 2.06(a) of this Agreement.

“*Land*” shall mean and refer to the real property in the County more specifically identified in the records of the County Assessor by Parcel Identification No. [_____].

“*New Full-Time Job*” means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits, paying an average hourly wage rate not less than the Wage Requirement.

“*Park*” shall mean the joint county industrial and business park established pursuant to the terms of the Park Agreement.

“*Park Agreement*” shall mean the [Name of Park Agreement] as of [_____], between the County and [_____] County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.

“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.

“Project” shall have the meaning ascribed to it in the Recitals.

“Special Source Revenue Credits” or *“Credits”* shall mean the special source revenue credits in the amount set forth in Section 3.02 hereof against the Company’s Fee Payments.

“State” shall mean the State of South Carolina.

“Wage Requirement” means Twenty Dollars (\$20.00) per hour. The hourly wage rate of twenty dollars (\$20.00) shall be adjusted on December 31, 2023, to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years six through ten of the Project. On December 31, 2028, the hourly wage rate shall be adjusted to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years eleven through fifteen of the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

Section 2.02 Statutory Accommodation. Notwithstanding any other provision of this Agreement, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the SSRC Law. The County has made no independent legal or factual investigation regarding the particulars of the Project and it executes this Agreement in reliance upon representations by the Company that this Agreement and other documents, and the Project, comply with all laws and regulations, particularly those pertinent to industrial development projects in the State. 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 2.03 No County Monetary Obligations. 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 2.04 Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a [_____] in good standing under the laws of [____], the Company has the power to enter into this Agreement, and by proper corporate action the Company has been duly authorized to execute and deliver this Agreement.

(b) This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, will not result in a material breach of any of the terms, conditions, or provisions of any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound, will not constitute a default under any of the foregoing, and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(d) To the best knowledge of the undersigned representative of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, any of which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

(e) To the knowledge of the undersigned representative of the Company, there is no pending or threatened action, suit, proceeding, inquiry or investigation which would materially impair the Company's ability to perform its obligations under the Agreement.

Section 2.05 Covenants of the County.

(a) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, 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.

(b) The County covenants with the Company to maintain the Land in the Park for so long as the Company receives Special Source Revenue Credits pursuant to this Agreement.

Section 2.06 Covenants of the Company.

(a) For the Project, the Company, and each Co-Investor, agrees and commits to the number of New Full-Time Jobs and the total number of jobs for the Project, at the following employment levels and in the designated timeframes:

(i) to have employed, as measured over the base number of employees of one hundred eighty-two (182) (the “Base Number of Employees”), in New Full-Time Jobs an average of not less than seven (7) during the twelve month period ending December 31, 2019, for a total number of jobs not less than one hundred eighty-nine (189),

(ii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than twenty-three (23) during the twelve month period ending December 31, 2020, for a total number of jobs not less than two hundred five (205),

(iii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-two (42) during the twelve month period ending December 31, 2021, for a total number of jobs not less than two hundred twenty-four (224),

(iv) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty (60) during the twelve month period ending December 31, 2022, for a total number of jobs not less than two hundred forty-two (242),

(v) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than eighty-two (82) during the twelve month period ending December 31, 2023, for a total number of jobs not less than two hundred sixty-four (264), and

(vi) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-three (93) during the twelve month period ending December 31, 2024, and each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit, for a total number of jobs not less than two hundred seventy-five (275).

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. The Base Number of Employees shall be based on the number employed in the County as part of the Company’s headquarters’ operation and shall not include employees at other Company locations.

(b)(1) 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, *provided, however*, the maximum total reimbursement for Administrative Expenses pursuant to this subsection (b)(1) is capped at Five Thousand Dollars (\$5,000.00).

(2) 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 Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection (b)(2) is capped at One Thousand and No/100 dollars (\$1000.00).

(c) The Company acknowledges that under the MCP Laws, the Project and Land is exempt from *ad valorem* property taxes and that the Company is required to make annual Fee

Payments with respect to the Project and Land in an amount equal to what such *ad valorem* property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 3.02. The Fee Payments to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* property taxes. The collection and enforcement of the Fee Payments shall be as provided in Section 12-2-90 of the Code.

(d) The Company agrees to maintain a membership in the Lancaster County Chamber of Commerce for the term of this Agreement.

Section 2.07 Indemnification. The Company releases the County, including the members of Council, and the employees, officers, and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any other liability whatsoever, including without limitation, liability under any regulatory or environmental laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except to the extent such losses or damages are attributable to such Indemnified Party's gross negligence, willful misconduct or breach of this Agreement. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities and expenses, including, but not limited to, attorneys' fees and claims arising from such events or occurrences and arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any grossly negligent or intentional act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, lessees or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorneys' fees incurred in or in connection with any such claim, liability, or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of Council or any officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, 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 Council or any officer, 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 Project or 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 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 Company shall indemnify and hold them harmless against all claims by or on behalf of any Person or other legal entity arising out of the same and all costs and expenses, including, but not limited to, attorneys' fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any

Indemnified Party, such Indemnified Party shall promptly notify the Company and the 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 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 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 Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 2.07 shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

Section 3.01 Payment of Cost of Infrastructure. The Company agrees to pay, or cause to be paid, the Cost of Infrastructure as and when due. The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Special Source Revenue Credits received by the Company. Upon request of the County, the Company shall provide documentation to the County reflecting the Cost of Infrastructure.

Section 3.02 Special Source Revenue Credits.

(a) The County agrees to provide Special Source Revenue Credits to the Company against the Fee Payments due with respect to any real and/or personal property comprising the Project to be applied in the manner and to the extent provided in this section. The County tax officials shall apply the Special Source Revenue Credits against the Fee Payments that would otherwise be due from the Company. Such Special Source Revenue Credits shall be applied as follows:

(i) For each year of investment in personal property (including machinery and equipment) and building renovations placed in service by the Company during the Investment Period, Special Source Revenue Credits shall be provided in the amount of fifty-five percent (55%) of Fee Payments due with respect to such investment, for a period of ten (10) years following each such year's investment (the "Fifty-Five Percent SSRC"); and

(ii) For each of the first three (3) years following the year in which the term of the Existing Fee Agreement terminates with respect to the Land and building comprising the Project as of the date of this Agreement, Special Source Revenue Credits shall be provided such that the total amount of Fee Payments due with respect to the Project for such year shall be no more than Three Hundred Fifty-Six Thousand Eight Hundred Forty-Four Dollars (\$356,844.00).

(b) In accordance with Section 4-29-68(A)(2)(ii) of the Code, to the extent that the Company claims Special Source Revenue Credits as payment for personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the Fee Payments due on such personal property for the year in which the personal property was removed from the Project also shall be due for the two years following such removal.

(c) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 3.02(c), "cease operations" means permanent closure of the facility. The Company agrees that if this Agreement is terminated pursuant to this Section 3.02(c), that under no circumstance shall the County be required to refund or pay any monies to the Company. Notwithstanding the foregoing, in no event shall the occurrence of the event described in this paragraph (c) constitute an Event of Default under this Agreement.

(d) Company agrees, as soon as reasonably practicable following the end of each tax year of the Company, to submit to the County Economic Development Director a certification on Company letterhead listing the aggregate number of New Full-Time Jobs maintained by the Company at the end of such tax year.

(e) For purposes of determining compliance with the Jobs Commitment, Company agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Company'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.

(f) Company agrees that the Fifty-Five Percent SSRC for a year shall be reduced to the extent that the Company fails to meet the total number of jobs set in the Jobs Commitment 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 at the end of 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.

Example. As an example of how the Fifty-Five Percent SSRCs are adjusted when the Jobs Commitment is not met, and by way of example only: Assume that a determination is being made on the FILOT Payments for the third year of the Project. The amount of the Fifty-Five Percent Credit to be applied for the third year of the Project would be based on the extent to which the Company satisfied the Jobs Commitment in the second. Assume that in the second year the Jobs

Commitment number is an average of two hundred-five (205) total jobs and the actual average number of jobs satisfying the Jobs Commitment is one hundred ninety-five (195), and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due is \$50,000.00, then the reduction of the Fifty-Five Percent SSRC pursuant to this subsection (f) would be calculated as follows:

Jobs Commitment for prior period: 205 average total number of jobs

Actual average number of jobs for prior period: 195 jobs

Reduction of Fifty-Five Percent SSRC for Fee Payment for third year:

$$[205 - 195] / 205 = 10 / 205 = 4.878\%$$

$$4.878\% \times \$50,000.00 = \$2,439.02$$

ARTICLE IV TITLE TO INFRASTRUCTURE

Section 4.01 Transfer 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 the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; *provided, however*, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement by passage of a resolution by Council, with such consent to be granted in the sole discretion of the Council.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.01 Events of Default. If the County or Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement, including the failure of the Company to pay Fee Payments when due, which failure shall continue for a period of thirty (30) days after written notice by the non-breaching party specifying the failure and requesting that it be remedied is given via first-class mail, the County or Company (as the case may be) shall be in default under this Agreement (an "Event of Default"); *provided, however*, that no failure on the part of the Company to meet any level of the Jobs Commitment set forth in this Agreement shall constitute an Event of Default, and the sole remedies for any such failure shall be those remedies set forth in Section 3.02. Nothing in this section limits the County's rights to enforce the collection of Fee Payments pursuant to such methods and procedures as authorized by law.

Section 5.02 Legal Proceedings by Company or County. Upon the happening and continuance of an Event of Default, then and in every such case the Company or County (as the case may be) in their discretion may:

- (a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the breaching party to carry out any agreements with or for its benefit and to perform the breaching party's duties under the SSRC Law and this Agreement;
- (b) bring suit upon this Agreement;
- (c) exercise any and all rights and remedies provided by the applicable laws of the State; or
- (d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

Section 5.03 Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 5.04 Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article V to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI MISCELLANEOUS

Section 6.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and 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 6.02 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 6.03 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 provision had not been contained herein or therein.

Section 6.04 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 Council, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of Council nor any official executing this Agreement shall be liable personally on the Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.05 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 electronically and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Lancaster County
Attn: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, SC
Telephone: (803) 416-9300
Fax: (803) 285-3361
Email: swillis@lancastercountysc.net

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

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

(b) as to the Company:

[_____]
[_____]
[_____]

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

Womble Bond Dickinson (US) LLP
Attn: Stephanie L. Yarbrough
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 720-4621
Email: stephanie.yarbrough@wbd-us.com

The County and the Company may, by notice given as provided by this Section 6.05, designate any further or different address to which subsequent notices, certificates, requests or other communications shall be sent.

Section 6.06 Applicable Law. The laws of the State shall govern the construction of this Agreement.

Section 6.07 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 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto.

Section 6.09 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 6.10 Effective Date. This Agreement shall become effective as of the date first written above.

Section 6.11 Termination.

(a) The term of this Agreement shall be from the effective date of this Agreement until all Special Source Revenue Credits allowed by this Agreement have been applied to Fee Payments due from the Company unless earlier terminated pursuant to Section 3.02(c) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to this Section 6.11(b).

(b) From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least thirty (30) days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. In the event the 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 the Company until the amount in default shall have been fully paid.

Section 6.12. Confidential Information.

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

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes

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

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the County, acting by and through the Council, has caused this 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 Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

[COMPANY SIGNATURES FOLLOW ON NEXT PAGE]

[_____]

By: _____
Name: _____
Title: _____

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis/ Charlotte Road Van Wyck Fire Rescue
Department:	Admin/ Fire Rescue
Date Requested to be on Agenda:	June Administration Committee Meeting

Issue for Consideration:

Request for funding from the Charlotte Road Van Wyck Fire Rescue Department.

Points to Consider:

The Charlotte Road Van Wyck Fire Rescue Department is requesting Panhandle Public Safety funding (developer paid) to acquire several capital items.

This was referred to the Admin Committee from the Public Safety Committee since this involves funding. The Public Safety Committee had no issues with the requested items.

Funding and Liability Factors:

Items requested are listed below and would help reduce potential liability/ improve operations.

Cascade system (breathing air) for Rescue Truck with compressor for refilling - \$59,019

Washer with extractor and dryer for turnout gear - \$15,554

10 sets of turnout gear - \$60,653

Hurst tools and rope rescue equipment - \$33,828

Total - \$169,054

Council Options:

Approve or reject all or some of the spending request.

Staff Recommendation:

Approve pending an affirmative review of the items request by the Fire Commission and acquiring items through the Procurement office.

Committee Recommendation:

To be determined.

Charlotte Rd/ Van Wyck Fire Dept

Budget Request

We are requesting capital funding for the items listed below out of the Development Safety Fund. We have brought this to the Public Safety Committee in the past and were asked to come back with more complete information.

History

Charlotte Rd/ Van Wyck is funded primarily through fundraisers which provides limited funds for projects such as the items listed below. We use most of the monies raised to participate in the county matching fund program in order to purchase equipment for the fire department. We have applied for grant funding from the V Safe grant program in the past but we have been denied up to this point. Currently we have 10 members on the roster and respond to around 190 calls for service per year. This number has been increasing each year with the growth and we expect it to continue as stated in the impact fee study by Catawba COG, "Over this three-year period Charlotte Road/Van Wyck FD saw a 57.7% increase in residential and commercial properties".

Request

• Cascade System for Rescue 531	\$32,376.96
• Compressor to fill Cascade System	\$26,642.34
• Rope Rescue Equipment	\$ 4,537.74
• PPE (10 Sets)	\$60,652.80
• Gear Washer	\$ 8,755.29
• Gear Dryer	\$ 6,799.00
• Hurst Edraulic Tools	\$29,289.60
Total	\$169,053.73

Justification

Cascade System – A cascade system is needed on Rescue 531 to allow us to re-fill SCBA cylinders at emergency scenes. With volunteer departments, there is no guarantee that a neighboring department will be dispatched or have members available to bring another rescue vehicle with a cascade system. This will allow us to respond Rescue 531 to our calls and to assist other stations on larger incidents. The cascade system will also allow us to perform much needed SCBA training at the station without having to take cylinders out of service until they can be refilled at another location.

High Pressure Air Compressor for station – This new compressor is needed to be able to fill the Cascade system on Rescue 531. Having the compressor at the station will keep us from having to take the Rescue to another station and wait 2-3 hours for the cascade system to fill, thereby tying up our truck and the time of a member of a neighboring department.

Rope Rescue Equipment – The county has supplied us with the basic rope rescue equipment, ropes, harnesses, pulleys, etc. to enable us to do a single haul system at an emergency scene. Charlotte Rd/Van Wyck fire department has multiple locations where vehicles could be down an embankment that would require longer lengths of rope and perhaps multiple haul system. We are requesting the new rope equipment to be able to add a second haul system with longer reach and also more harnesses for low angle rescue.

PPE (Personal Protective Equipment) – NFPA 1971 requires all PPE to be replaced every 10 years of service. We have PPE for several members that is coming close to the replacement time. Also, NFPA 1851 stresses cleaning gear after a structural incident or MVA where the gear could have been exposed to chemicals. Having a second set of gear will enable members to clean one set of gear without having to take the gear out of service, thereby rendering the firefighter without gear if a call were to come in while the gear was being cleaned.

Gear Washer/Dryer – A gear washer and dryer at the station would allow us to wash our gear after an incident without having to take the gear to a neighboring department or dry cleaner. NFPA 1851 stresses that gear should not be taken to our homes and washed due the possible chemicals that could be contaminating our PPE, which could be spread to articles in our homes thereby affecting our family members. The gear washer/dryer we have proposed will wash/dry 2 sets of PPE at one time.

Hurst Edraulic Tools – Currently, we house our Edraulic O-cutter, Ram, and Spreader on our Rescue 531, along with associated cribbing/tools for an MVA. While we make every effort to respond to all calls, as you know, volunteer departments are sometimes limited by lack of drivers/personnel at any given scene, and we have had incidents where a tool quit working and we needed a backup. We request the new Edraulic Tools so that we can have a set of tools on our Engine 501 also, in case that truck is the only one that responds to the incident.

Comments

We know that this is a significant amount of money to request but we feel that the need it there for all of the equipment. There is no guarantee that the money will be available in the future, as other agencies in the Panhandle Area, fire, police, and EMS, have already used a major portion of the funds to date. We are currently taking steps to have our fire district become a Fee funded district, but this will take time, and unfortunately, we have building needs and full-time personnel needs that will take up most of the Fee revenue.

Thanks for all you do for us and for considering this request.

Sincerely,

Charlotte Road/Van Wyck Fire Department Chief Officers

DRAFT
LANCASTER COUNTY GOVERNMENT
JOB DESCRIPTION

JOB TITLE: DIVISION DIRECTOR OF COMMUNITY AND DEVELOPMENT SERVICES

GENERAL STATEMENT OF JOB

Directs the County's management, planning, coordination, budget and daily operations of the county's Community and Development Services Division in accordance with the policies and procedures set forth by County Council. Under limited supervision, manages and directs activities and functions of the Community and Development Services Division which includes the following departments: Building Inspections, Parks and Recreation, Planning, and Zoning; in addition, coordinates with Elections, Library, and Veteran's Affairs departments and numerous Boards and Commissions. Reports to the County Administrator. Assists the Administrator and serves as Acting Administrator during his/ her absence.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Plans, develops and oversees fiscal and administrative direction of the Community and Development Services Division to ensure a legal, efficient, comprehensive, responsive, and innovative operation in carrying out services as determined by Lancaster County Council; establishes standards for performance, compliance and efficiency; works with department heads to ensure that an adequate number of qualified personnel are available, trained and properly supervised to fulfill overall responsibilities of the respective departments.

Supervises departmental operations through an established chain of command. Provides guidance and oversight to assigned department heads in such areas as, but not limited to, prioritizing and assigning work; monitoring and managing performance and conducting performance evaluations, ensuring staff is trained, maintaining standards, coordinating activities, allocating personnel, making hiring, termination and disciplinary/grievance decisions, and recommending and approving employee transfers, promotions, and salary increases.

Develops and maintains effective working and administrative relationships with the various departments, boards, courts, commissions, etc. that the Community and Development Services Division serves. Attends meetings of relevant agencies and organizations, when appropriate, collaborates with various organizations, other Counties and Municipalities in proactively identifying opportunities for improvement in the efficiency, effectiveness, maximum financial impact for the organization.

Manages all aspects of the organization's finances including but not limited to: preparation of financial reports, financial planning, budgeting, forecasting, managing quality and cost control, etc.

Prepares and administers Community and Development Services Division's annual budget; monitors budget to ensure adherence to budgetary control; oversees personnel and financial management function within the division.

Provides vision, leadership, planning and management for the development and implementation of the annual division budgets, policies and goals for Lancaster County Government. Also responsible for planning and implementing the organization's fiscal function and performance through aligning financial policies and procedures with the County's objectives.

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Participates in the development of the organization plans as a strategic partner through providing growth analysis and forecast to County Council, Financial Management, Division Directors, Department Heads, etc. on the impact of short and long-range planning for growth within the County.

Assists in the development of divisional department's work plan and conducts periodic reviews to determine consistency with deadlines and the county's strategic plan. Provides general supervision and direction to Department Heads regarding policies, department objectives, and effectiveness of assigned programs and projects.

Oversees all statutory planning and growth management activities while ensuring compliance and serving as primary contact for growth issues.

Ensures use of effective training programs for personnel.

Attends and participates in Council meetings and numerous other committee or board meetings and public hearings, advising and providing necessary information.

Represents the Community and Development Services Division in meeting the public and public speaking engagements. Serves as spokesperson for the Division.

Maintains current knowledge of current county ordinances, relevant federal/state laws, and federal/ state regulations in conjunction with building code inspection, zoning enforcement, planning processes, programs and policies for the organization. Maintains knowledge of parks management, recreational needs and trends, election laws, library services, and issues related to the provision of services to veterans of our nation's armed forces.

Evaluates pending legislation and statutes, responding to changing regulations and technology.

Responds to constituent complaints and issues as appropriate; follows-up regarding complaint disposition as necessary.

Provides specialized assistance to the County Administrator and serves as County Administrator in his/her absence

Develops recommendations for new programs, revision, policy modifications and ordinances for presentation to the County Administrator

Supervises special projects as they relate to facility construction, grant writhing, studies, etc.

Attends all County Council meetings

Confers with the County Council members on matters regarding County Government as needed
Performs liaison activities to other local, State and Federal agencies and organizations.

Performs work during emergency/disaster situations.

ADDITIONAL JOB FUNCTIONS

Performs related duties as may be required.

MINIMUM TRAINING AND EXPERIENCE

A Bachelor's degree in Public Management, Planning, or related field with a minimum of five (5) years responsible administrative experience; or Master's degree with minimum of two (2) years' experience; or any equivalent combination of education, training and experience which provides the required knowledge, skills, and abilities. Must possess a valid driver's license.

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MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: No specific lifting requirements. Must be able to sit for extended periods, and to be mobile in order to exercise supervisory functions with staff. Occasionally required to stand or walk for lengthy periods.

Interpersonal Communication Skills: Requires excellent ability to effectively convey information to staff, management, County Council, other departments, and vendors, both verbally and in writing. Ability to engage in public speaking with poise, confidence and clarity necessary. Requires ability to deliver information, to explain procedures, to follow and provide verbal and written instructions, and to counsel and instruct employees. Must be able to communicate effectively and efficiently, in a variety of contexts including personnel management, public relations, etc.

Language Ability: Requires the ability to write clear and concise reports and directives, develop comprehensive plans from general instructions, analyze complex problems, read a variety of codes of law, policies, and procedure manuals, and to draft reports, budget documents, performance appraisals, disciplinary reports, correspondence, etc. with proper format, punctuation, spelling and grammar, using all parts of speech. Must be able to meet the public to discuss issues, and establish and maintain effective working relationships with employees, division directors, department heads, and the County Council.

Intelligence: Must possess ability to apply logical thinking to define problems, collect data, and establish facts, and to draw conclusions there from. Excellent ability to work independently and problem-solving skills required. Must have the ability to comprehend and interpret laws and regulations as applied to public administration.

Numerical Aptitude: Requires facility with addition, subtraction, multiplication and division, ability to utilize mathematical formulas to determine percentages and decimals to determine time. Must be able to use practical applications of fractions, percentages, ratio and proportion and to understand and apply descriptive statistics. Must understand and utilize governmental accounting principles.

Motor Coordination: Requires the ability to coordinate hands and eyes using office machinery, including but not limited to computers, and to operate motor vehicles.

Manual Dexterity: Requires the ability to handle a variety of equipment including office equipment, keyboards, computers, etc. Must have minimal levels of eye/hand/foot coordination.

Interpersonal Temperament: Requires the ability to deal with staff, governmental agencies, County Council, other departments and general public in a professional and effective manner, and to convey necessary information in circumstances that may involve high stress, emergencies or deadlines.

PERFORMANCE INDICATORS

Knowledge of Job: Comprehensive knowledge of the principles and practices of public administration, governmental finance practices, laws, ordinances, and regulations underlying a county government is essential. Demonstrates leadership and management ability; skill in public relations; ability to apply principles of continuous quality improvement to administrative decisions. Possess skills to prepare detailed reports, organize work efforts, analyze and establish control systems, and have good communication skills in written form and oral presentation. Knowledge of and commitment to decentralized decision making and accountability for results. Is able to make sound, educated decisions. Is able to take the initiative to complete the duties of the position without the need of direct supervision. Has the ability to plan and develop daily, short- and long-term goals related to Lancaster County government purposes. Has the ability to plan, organize and prioritize daily assignments and work activities. Knows how to apply supervisory and managerial concepts and principles; has knowledge of administrative principles involved in developing, directing and supervising various programs and related activities. Is able to train, assist, motivate and

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provide leadership to employees. Has the ability to offer instruction and advice to subordinates regarding departmental policies, methods and regulations. Is able to perform employee evaluations and to make recommendations based on results. Is able to read and interpret complex materials pertaining to the responsibilities of the job. Is able to assemble and analyze information and make written reports and records in a concise, clear and effective manner. Has the mathematical ability to handle required calculations. Has knowledge of modern office practices, equipment and technology. Has knowledge of the use of computers for data and word processing. Knows how to maintain effective relationships with consumers, government personnel, professionals and members of the public through contact and cooperation. Has the ability to negotiate among different constituency groups with diverse interests to achieve a shared understanding and commonality of purpose. Has the ability to communicate professionally in confrontational situations. Knows how to make effective public presentations. Has comprehensive knowledge of the terminology and various professional languages used within the agency. Knows how to react calmly and quickly in emergency situations. Has the ability to learn and utilize new skills and information to improve job performance and efficiency.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interaction with internal and external entities with whom the position interacts.

Quantity of Work: Performs described Essential Functions and related assignments efficiently and effectively in order to produce quantity of work which consistently meets established standards and expectations.

Dependability: Assumes responsibility for completing assigned work. Completes assigned work within deadlines in accordance with directives, policy, standards and prescribed procedures. Maintains accountability for assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides adequate notice to higher management with respect to vacation time and leave requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self-reliant and self-starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be accomplished, and initiates proper and acceptable action for the completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies issues or situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to issues or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice where appropriate and researches issues, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with established policies or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation intra- and inter-departmentally.

Relationships with Others: Shares knowledge with managers, supervisors and co-workers for mutual benefit. Contributes to maintaining high morale among all employees. Develops and maintains cooperative and courteous relationships inter- and intra-departmentally, and with external entities with whom the position interacts. Tactfully and effectively handles requests, suggestions and complaints in order to establish and maintain good will. Emphasizes the importance of maintaining a positive image.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time-management methodology. Avoids duplication of effort. Estimates expected time of completion of work elements and establishes a personal schedule accordingly. Attends

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required meetings; planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules.

Safety and Housekeeping: Adheres to all established safety and housekeeping standards. Ensures such standards are not violated.

Planning: Plans, coordinates and uses information effectively to enhance activities and production. Knows and understands expectations regarding such activities and works to ensure such expectations are met. Develops and formulates ways, means and timing to achieve established goals and objectives. Effectively and efficiently organizes, arranges and allocates manpower, financial and other designated resources to achieve such goals and objectives.

Organizing: Efficiently organizes own work and that of subordinate staff. Ensures that personnel understand what results are expected of them, and that each is regularly and appropriately informed of all matters affecting or of concern to them.

Staffing: Works with upper management, where appropriate, to select and recommend employment of qualified personnel. Personally directs the development and training of personnel under charge, ensuring their proper induction, orientation and training.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to personnel under charge concerning their performance. Commends and rewards personnel under charge for outstanding performance, and takes timely and appropriate disciplinary action as necessary. Exercises enthusiasm in influencing and guiding others toward achievement of established goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits, and controls manpower and financial resources efficiently and effectively. Coordinates, audits, and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of established standards, methods and procedures.

Delegating: Assigns duties as necessary and/or appropriate to meet goals, enhance abilities of personnel under charge, build their confidence and assist them in personal growth. Has confidence in personnel under charge to meet new or additional expectations.

Decision Making: Exercises discretion and judgment in developing and implementing courses of action affecting functions under charge. Recognizes when a particular policy, procedure or strategy does not foster the desired result, and moves decisively and explicitly to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of functions under charge. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change that supports achievement of goals and objectives.

Human Relations: Strives to develop and maintain excellent rapport with personnel under charge. Listens to and considers their suggestions and complaints, and responds appropriately. Establishes a work environment to promote and maintain mutual respect.

Policy Implementation: Has a clear and comprehensive understanding of policies regarding functions under charge and the function of the organization. Adheres to policies in the discharge of duties and responsibilities, and ensures the same from personnel under charge.

Policy Formulation: Maintains awareness of changes in operating philosophies and policies, and routinely reviews policies to ensure any changes in philosophy or practice are appropriately incorporated into functions under charge. Recognizes and understands the relationship between operating policies and practices and morale and performance. Strives to ensure that established policies enhance same.

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DISCLAIMER: This job description is not an employment agreement or contract. Management has the exclusive right to alter this job description at any time without notice.