

Lancaster County Council Regular Meeting Agenda

Monday, November 26, 2018

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Terry Graham**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Recognition of Penelope Karagounis and Hal Hiott for winning the South Carolina Chapter of the American Planning Association's 2018 Planning Award: Outstanding Planning Project for Multi-jurisdictional for the Carolina Thread Trail Cross-State Suspension Bridge. – ***Presented by Chairman Steve Harper***
 - b. Recognition of Katherine Small for completing the South Carolina Lead Training – ***Presented by Chairman Steve Harper***
 - c. Recognition of Major Matt Shaw for being named the South Carolina Law Enforcement Officer's Association Officer of the Year Award – ***Presented by Chairman Steve Harper***
 - d. Recognition of the Lancaster County Sheriff's Office for receiving the Excellence in Law Enforcement Award from SCANA – ***Presented by Chairman Steve Harper***
 - e. Audit Presentation of the FY18 (July 1, 2017 through June 30, 2018) Fiscal Results for Lancaster County – ***Presented by Grant Davis, CPA, Mauldin & Jenkins, LLC***
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
 - a. Minutes from the November 12, 2018 County Council regular meeting – ***pgs. 7-15***

b. 3rd Reading of Ordinance 2018-1542 regarding Rezoning Eleven (11) Properties Owned By Lancaster Land LLC, First Land Company Inc.

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Eleven (11) Properties Totaling \pm 1,336.75 Acres. The Properties Are Owned By Lancaster Land LLC, First Land Company Inc. The Eleven (11) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Eleven (11) Properties Are To Be Rezoned From RN, Rural Neighborhood District And LDR, Low Density Residential District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the October 22, 2018 County Council Meeting. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 16-17*

c. 3rd Reading of Ordinance 2018-1543 regarding Rezoning Four (4) Properties Owned By R. Warren Norman III

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Four (4) Properties Totaling \pm 140 Acres. The Properties Are Owned By R. Warren Norman III. The Four (4) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Four (4) Properties Are To Be Rezoned From RN, Rural Neighborhood District To RB, Regional Business District. – *Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the October 22, 2018 County Council Meeting. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 18-19*

d. 3rd Reading of Ordinance 2018-1544 regarding Rezoning Five (5) Properties Along Henry Harris Road

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Five (5) Properties Totaling \pm 311.48 Acres. The Properties Are Owned By Kosztyo Rebecca Harris Stephens, Henry Harris Road-Lancaster LLC, Davis Jane R & James L. Trustee, And Wallace Indian Land LLC ETAL. The Five (5) Properties Are Located Along Henry Harris Road, North Of The Intersection Of Jim Wilson Road And Henry Harris Road In The Indian Land Section Of Lancaster County. The Five (5) Properties Are To Be Rezoned From LDR, Low Density Residential District And RN, Rural Neighborhood District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 22, 2018 County Council Meeting. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 20-21*

e. 2nd Reading of Ordinance 2018-1545 regarding Rezoning Application of Danny Burch

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.001 Acre Tract Of Property Owned By Danny Burch, Located At 940 Taylor Drive In Lancaster County From RN, Rural Neighborhood District To MH, Manufactured Home District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 22-23*

f. 2nd Reading of Ordinance 2018-1546 regarding Rezoning Application of Surendar Bhandari

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.6 Acre Portion Of Property Owned By Surendar Bhandari, Located At 7362 Charlotte Highway From LDR, Low Density Residential District To NB, Neighborhood Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 24-25*

g. 2nd Reading of Ordinance 2018-1547 regarding Rezoning Application of Mt. Nebo Baptist Church

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.9 Acre Portion Of Property Owned By Springland Inc, Located At 269 Mt. Nebo Road In Lancaster County From LI, Light Industrial District To INS, Institutional District; And To Provide For Other Matters Related Thereto. - *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 26-27*

h. 2nd Reading of Ordinance 2018-1548 regarding Rezoning Application of Fred Brackett (Property Owned By Albert Blake Evans)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 0.565 Acre Portion Of Property Owned By Albert Blake Evans, Located At 2414 Charlotte Highway From LDR, Low Density Residential District To PB, Professional Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the November 12, 2018 County Council Meeting. – Penelope Karagounis – pgs. 28-29*

i. 2nd Reading of Ordinance 2018-1552 regarding an Amendment to the FY 2018-2019 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2018-1515, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019 (FY 2018-2019), To Further Provide For Revenues and Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. – *(Favorable Recommendation – Administration Committee). Passed 5-0 at the November 12, 2018 County Council Meeting. - Kim Belk – pgs. 30-32*

8. Non-Consent Agenda

a. Resolution 1028-R2018 regarding the Authorization to Design And Construct a Fleet Maintenance Facility

Resolution Title: A Resolution To Authorize And Approve The Administrator And All Necessary Staff To Move Forward With All Processes And Procedures Consistent With The Lancaster County Procurement Code For The Design And Construction Of A Fleet Maintenance Facility. – *(Recommendation of Project Budget of no more than 2.75 Million – I & R Committee) (No Recommendation – Administration Committee). - Steve Willis/Nicholas Miller – pgs. 33-58*

- b. **Resolution 1031-R2018 regarding an Inducement Resolution for Project Mustang**
Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Project Mustang; To Provide The General Terms Of The Fee Agreement Including The Provision Of Special Source Revenue Credits; To State The Commitment Of Lancaster County To Consent To The Transfer And Assignment Of An Existing Fee Agreement To Project Mustang; To Provide That This Resolution Is An Inducement Resolution; And To State The Commitment Of Lancaster County To Place Project Mustang Property In A Multi-County Park. – *(Favorable Recommendation – Administration Committee). - Jamie Gilbert – pgs. 59-65*
- c. **Resolution 1032-R2018 regarding the Referendum on the General Obligation Bonds**
Resolution Title: A Resolution Declaring The Results Of A Referendum Held On November 6, 2018, On The Question Of The Issuance Of Not Exceeding \$19,000,000 General Obligation Bonds Of Lancaster County, South Carolina. – *(Favorable Recommendation – Administration Committee). - John DuBose – pgs. 66-71*
- d. **Resolution 1033-R2018 regarding Results of the Special Election regarding the Reid Pointe Special Tax District**
Resolution Title: A Resolution To Publish The Results Of The Special Election Held On The Question Of Creating The Reid Pointe Special Tax District. – *(Favorable Recommendation – Administration Committee). - John DuBose – pgs. 72-75*
- e. **Public Hearing and 3rd Reading of Ordinance 2018-1541 regarding Approval of a Fee Agreement with Nutramax (Project Pepper) – AMENDMENT NEEDED**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc. Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the October 22, 2018 County Council Meeting. Passed 5-0 at the November 12, 2018 County Council Meeting. - Jamie Gilbert – pgs. 76-111*
- f. **2nd Reading of Ordinance 2018-1549 regarding Rezoning Application of Samty Properties, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.82 Acre Parcel Owned By Samty Properties, LLC Located At 8980 Charlotte Highway From MX, Mixed Use District To GB, General Business District; And To Provide For Other Matters Related Thereto. - *Planning Commission recommended approval by a vote of 6-1. Passed 3-2 at the November 12, 2018 County Council Meeting (Terry Graham and Billy Mosteller opposed). – Penelope Karagounis– pgs. 112-119*

g. 2nd Reading of Ordinance 2018-1550 regarding Rezoning Application of Widewaters Land Company, LLC (Property Owned By PWO LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Two (2) Properties Totaling \pm 44.69 Acres. The Properties Are Owned By PWO LLC. The Two (2) Properties Are Located At 8004 And 8036 Charlotte Highway. The Two (2) Properties Are To Be Rezoned From GB, General Business District To RB, Regional Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 6-1. Passed 4-1 at the November 12, 2018 County Council Meeting (Terry Graham opposed). – Penelope Karagounis – pgs. 120-126*

h. Public Hearing and 2nd Reading of Ordinance 2018-1551 regarding Approval of a Second Amendment to the Bretagne Development Agreement (Phase 7 only)

Ordinance Title: An Ordinance To Approve A Second Amendment To The Development Agreement For The Bretagne Development Relating Solely To Phase 7; And To Authorize Certain County Officials To Execute And Deliver The Second Amendment To The Development Agreement For The Bretagne Development. – *Planning Commission recommended approval by a vote of 6-1. Passed 4-1 at the November 12, 2018 County Council Meeting (Terry Graham opposed). – John DuBose – pgs. 127-176*

9. Discussion and Action Items

a. Committee Reports

1. Infrastructure & Regulation (I & R) Committee – Committee Chair Larry Honeycutt
2. Public Safety Committee – Committee Chair Brian Carnes
3. Administration Committee – Committee Chair Charlene McGriff

b. Updated Airport Capital Improvement Plan (ACIP) for Lancaster County Airport – McWhirter Field (LKR). – (Favorable Recommendation – I & R Committee) (Favorable Recommendation – Administration Committee) - Steve Willis/Paul Moses – pgs. 177-178

c. DHEC Grant for EMS. – (Favorable Recommendation – Administration Committee) - Clay Catoe – pgs. 179-184

d. Final Adoption of the 2019 Lancaster County Calendar. – (Favorable Recommendation to add Veteran's Day Holiday – Administration Committee) - Steve Willis – pgs. 185-188

e. Information Only on Submission of Transportation Alternative Program grant. – Steve Willis – pgs. 189-202

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

11. Miscellaneous Reports and Correspondence

- a. Charter Communications – pg. 203

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

13. Executive Session

- a. Discussion incident to pending litigation: SC Code Section 30-4-70(a)(2).
- b. Economic Development Discussion: Project Dumpling. SC Code 30-4-70(a)(5).

14. Calendar of Events – pg. 204

15. Adjournment

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



Members of Lancaster County Council

Steve Harper, District 5, Chairman

Charlene McGriff, District 2, Vice Chairwoman

Larry Honeycutt, District 4, Secretary

Brian Carnes, District 7

Jack Estridge, District 6

Terry Graham, District 1

Billy Mosteller, District 3

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, November 12, 2018

Council Members present at the meeting were Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Council Members Brian Carnes and Jack Estridge were absent from the meeting. Also present at the meeting were County Administrator Steve Willis, County Attorney John DuBose, County Attorney John Weaver, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Deputy Planning Director Joey Adams-Raczkowski, Chief Financial Officer Veronica Thompson, Economic Development Director Jamie Gilbert, Budget Analyst Kim Belk, Stormwater Director Scott Edgar, various department heads and elected officials, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Steve Harper welcomed everyone to the meeting. Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the invocation. A moment of silence was held prior to the invocation in memory of Charlotte Road/Van Wyck Fire Department's Assistant Chief, Dennis Straight.

Approval of the agenda

Charlene McGriff moved to approve the agenda. The motion was seconded by Terry Graham. Council approved the agenda by a vote of 5-0.

Special Presentations

Chairman Steve Harper presented Stuart Barfield, Emergency Management Chief of Operations - Planning and Implementation, with a Thumbs Up Award for his work during the recent hurricane.

Chairman Steve Harper presented Sgt. Michael Hinson, Lancaster County Sheriff's Office, with the 3rd Quarter Employee of the Quarter award.

Chairman Steve Harper recognized County Attorney John Weaver for his four years of service with the County.

Citizens Comments

Lynne Carroll, Indian Land, SC, signed up for Citizens Comments on line, but sent an email prior to the start of the Council meeting stating that she could not attend the meeting and her comments regarding the Library Board were provided to Council Members at their seats and will be attached to the Citizens Comments Sign In Sheet on file in the Clerk to Council's office.

Danny Burch, Bethune, SC, spoke regarding Ordinance 2018-1545.

Waylon Wilson, Indian Land, SC, spoke regarding Ordinance 2018-1551.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **a.**, Item **b.**, Item **c.**, Item **d.**, Item **e.**, Item **f.**, Item **g.**, Item **h.** and Item **i.** below. The motion was seconded by Charlene McGriff. No further discussion. Council approved Consent Agenda Items **a.**, **b.**, **c.**, **d.**, **e.**, **f.**, **g.**, **h.** and **i.** below by a vote of 5-0.

- a.** Minutes from the October 22, 2018 County Council regular meeting
- b.** Minutes from the October 29, 2018 Workshop
- c.** **3rd Reading of Ordinance 2018-1507 regarding Rezoning Property Owned By Crenshaw Leasing III, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.93 Acre Tract Of Property Owned By Crenshaw Leasing III, LLC, Located At 1756 N. Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

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d. **3rd Reading of Ordinance 2018-1539 regarding Amending the Purchasing Card Program**

Ordinance Title: An Ordinance To Amend Chapter Two, Article VI, Division 4, Purchasing Card Program, By The Deletion Of Sections 2-267 Through 2-283 And The Substitution Therefore Of Those New Procurement Provisions Noted Herein.

e. **3rd Reading of Ordinance 2018-1540 regarding Rezoning Request of Bowman Consulting Group, LTD**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Seven (7) Properties Totaling ± 21.59 Acres. The Properties Are Owned By Joseph L. Griffin, Jamie B. Griffin, Mary Helen Gates, Jerry Wayne Griffin, And Brenda G. Halloran. The Seven (7) Properties Are Located Adjacent To The Sun City Development In Between Carolina Commons Drive And Van Wyck Road. The Seven (7) Properties Are To Be Rezoned from LDR, Low Density Residential District And GB, General Business District to RB, Regional Business District.

f. **2nd Reading of Ordinance 2018-1541 regarding Approval of a Fee Agreement with Project Pepper**

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

g. **2nd Reading of Ordinance 2018-1542 regarding Rezoning Eleven (11) Properties Owned By Lancaster Land LLC, First Land Company Inc.**

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h. **2nd Reading of Ordinance 2018-1543 regarding Rezoning Four (4) Properties Owned By R. Warren Norman III**

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i. **2nd Reading of Ordinance 2018-1544 regarding Rezoning Five (5) Properties Along Henry Harris Road**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Five (5) Properties Totaling ± 311.48 Acres. The Properties Are Owned By Kosztyo Rebecca Harris Stephens, Henry Harris Road-Lancaster LLC, Davis Jane R & James L. Trustee, And Wallace Indian Land LLC ETAL. The Five (5) Properties Are Located Along Henry Harris Road, North Of The Intersection Of Jim Wilson Road And Henry Harris Road In The Indian Land Section Of Lancaster County. The Five (5) Properties Are To Be Rezoned From LDR, Low Density Residential District And RN, Rural Neighborhood District To MDR, Medium Density Residential District.

Non-Consent Agenda

Resolution 1029-R2018 regarding a Modification for the Stormwater Department to Approve an Additional Employee

Resolution Title: A Resolution In Anticipation Of And In Conjunction With An Upcoming Comprehensive Budget Amendment, To Approve A Budget Modification Of One Hundred Twenty Six Thousand Four Hundred Sixty Five (\$126,465.00) Dollars For The Stormwater Department So As To Authorize And Approve The Addition Of One Employee, A Stormwater Inspector, For The Department, The Funding To Include Salary, Benefits, Training, Start-Up Equipment And A One-Time Capital Expense Associated With The Hire.

Larry Honeycutt moved to approve Resolution 1029-R2018. The motion was seconded by Terry Graham.

Scott Edgar stated that he wanted to get on the record that the new employee would not be earning a salary of One Hundred Twenty Six Thousand Four Hundred Sixty Five Dollars (\$126,465.00), but that the amount is just shifting money around in the budget for various accounts to better reflect the department's expenditures and that includes the new employee. Steve Willis noted that the expenditure is a one-time expense coming out of revenue.

Council approved Resolution 1029-R2018 by a vote 5-0.

Resolution 1030-R2018 regarding Approval of the Conditional Use Application of Donna Patterson (JP'S Auto Repair)

Resolution Title: A Resolution To Approve The Conditional Use Application Of Donna Patterson (JP'S Auto Repair) To Locate And Operate An Auto Repair Facility On A Parcel Identified As Tax Map 5, Parcel 91.01, 182 Patterson Lane, Indian Land, South Carolina.

Terry Graham moved to approve Resolution 1030-R2018. The motion was seconded by Billy Mosteller. Joey Adams-Raczkowski summarized the request for Council. Council approved Resolution 1030-R2018 by a vote of 5-0.

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1st Reading of Ordinance 2018-1545 regarding Rezoning Application of Danny Burch

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.001 Acre Tract Of Property Owned By Danny Burch, Located At 940 Taylor Drive In Lancaster County From RN, Rural Neighborhood District To MH, Manufactured Home District; And To Provide For Other Matters Related Thereto.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1545. The motion was seconded by Charlene McGriff. Joey Adams-Raczkowski summarized the Application for Council. Council approved the 1st Reading of Ordinance 2018-1545 by a vote of 5-0.

1st Reading of Ordinance 2018-1546 regarding Rezoning Application of Surendar Bhandari

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.6 Acre Portion Of Property Owned By Surendar Bhandari, Located At 7362 Charlotte Highway From LDR, Low Density Residential District To NB, Neighborhood Business District; And To Provide For Other Matters Related Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1546. The motion was seconded by Larry Honeycutt. Joey Adams-Raczkowski summarized the Application for Council. Council approved the 1st Reading of Ordinance 2018-1546 by a vote of 5-0.

1st Reading of Ordinance 2018-1547 regarding Rezoning Application of Mt. Nebo Baptist Church

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.9 Acre Portion Of Property Owned By Springland Inc, Located At 269 Mt. Nebo Road In Lancaster County From LI, Light Industrial District To INS, Institutional District; And To Provide For Other Matters Related Thereto.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1547. The motion was seconded by Charlene McGriff. Joey Adams-Raczkowski summarized the Application for Council. Council approved the 1st Reading of Ordinance 2018-1547 by a vote of 5-0.

1st Reading of Ordinance 2018-1548 regarding Rezoning Application of Fred Brackett (Property Owned By Albert Blake Evans)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 0.565 Acre Portion Of Property Owned By Albert Blake Evans, Located At 2414 Charlotte Highway From LDR, Low Density Residential District To PB, Professional Business District; And To Provide For Other Matters Related Thereto.

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1548. The motion was seconded by Billy Mosteller. Joey Adams-Raczkowski summarized the Application for Council. Council approved the 1st Reading of Ordinance 2018-1548 by a vote of 5-0.

DRAFT

1st Reading of Ordinance 2018-1549 regarding Rezoning Application of Samty Properties, LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 9.82 Acre Parcel Owned By Samty Properties, LLC Located At 8980 Charlotte Highway From MX, Mixed Use District To GB, General Business District; And To Provide For Other Matters Related Thereto.

Billy Mosteller moved to approve the 1st Reading of Ordinance 2018-1549. The motion was seconded by Charlene McGriff.

Joey Adams-Raczkowski summarized the Application for Council. Larry Honeycutt asked what the buffer requirements were since the property is near a church. Joey Adams-Raczkowski explained that the Planning Department is working with the applicant regarding buffers for the property, but that there are no defined buffer requirements. Terry Graham expressed concern regarding the potential lack of buffers. Larry Honeycutt stated that the County needs to be careful when property is located near a church.

Council approved the 1st Reading of Ordinance 2018-1549 by a vote of 3-2. Steve Harper, Larry Honeycutt and Charlene McGriff voted in favor of the 1st Reading of Ordinance 2018-1549 and Terry Graham and Billy Mosteller opposed.

1st Reading of Ordinance 2018-1550 regarding Rezoning Application of Widewaters Land Company, LLC (Property Owned By PWO LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Two (2) Properties Totaling \pm 44.69 Acres. The Properties Are Owned By PWO LLC. The Two (2) Properties Are Located At 8004 And 8036 Charlotte Highway. The Two (2) Properties Are To Be Rezoned From GB, General Business District To RB, Regional Business District; And To Provide For Other Matters Related Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1550. The motion was seconded by Larry Honeycutt.

Joey Adams-Raczkowski summarized the Application for Council. Council and staff discussed the Highway 521 Corridor overlay district, Impact Fees and Development Agreements. Larry Honeycutt moved to table the 1st Reading of Ordinance 2018-1550 until Council makes a decision on the possible implementation of Impact Fees or Development Agreements. The motion was seconded by Terry Graham.

Steve Willis and John DuBose explained that if Council tables the 1st Reading of Ordinance 2018-1550, then that is like a no vote because, due to time constraints and the number of Council meetings remaining in the year, the Ordinance could not be taken up by Council this year; however, they could bring it back before Council in January. Steve Harper explained that because the applicant applied under the current regulations, Council will have to consider the rezoning according to the rules currently in place regardless of when they take up the matter and not according to future regulations that may be implemented.

Council tabled the 1st Reading of Ordinance 2018-1550 by a vote of 3-2. Terry Graham, Larry Honeycutt and Billy Mosteller voted in favor of tabling the 1st Reading of Ordinance 2018-1550 and Steve Harper and Charlene McGriff opposed.

1st Reading of Ordinance 2018-1551 regarding Approval of a Second Amendment to the Bretagne Development Agreement (Phase 7 only)

Ordinance Title: An Ordinance To Approve A Second Amendment To The Development Agreement For The Bretagne Development Relating Solely To Phase 7; And To Authorize Certain County Officials To Execute And Deliver The Second Amendment To The Development Agreement For The Bretagne Development.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1551. The motion was seconded by Charlene McGriff.

John DuBose summarized the Second Amendment for Council. Terry Graham explained that the roof top fees should be designated/used in the Indian Land area since the development is located in Indian Land and the fees are coming from Indian Land.

Council approved the 1st Reading of Ordinance 2018-1551 by a vote of 4-1. Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller voted in favor of the 1st Reading of Ordinance 2018-1551 and Terry Graham opposed.

1st Reading of Ordinance 2018-1552 regarding an Amendment to the FY 2018-2019 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2018-1515, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019 (FY 2018-2019), To Further Provide For Revenues and Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto.

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1552. The motion was seconded by Charlene McGriff. Kim Belk summarized the Amendment for Council. Council approved the 1st Reading of Ordinance 2018-1552 by a vote of 5-0.

Discussion and Action Items

Nomination for appointment to the Fire Commission (Recommendation from the Fire Commission).

Larry Honeycutt moved to approve the appointment of Michael C. Waterbury to the Fire Commission. The motion was seconded by Terry Graham. Council approved the appointment of Michael C. Waterbury to the Fire Commission by a vote of 5-0.

Discussion of 2019 calendar (Final adoption will be held at the November 26th Council Meeting).

Steve Willis explained that there has been a request for Council to consider adding Veteran's Day as an official County holiday. He reviewed which County's in South Carolina currently observe Veteran's Day as an official holiday. He noted that the official 2019 calendar will be adopted at the next Council meeting.

Pending Projects Update.

Steve Willis explained that Council can find an update regarding pending projects in their agenda packet on pages 191 and 192. Dr. Cureton, Library Board Chair, provided an update on the library.

Executive Session

Charlene McGriff moved to go into Executive Session, pursuant to SC Code Section 30-4-70(a)(2), to discuss two (2) contractual matters. The motion was seconded by Billy Mosteller. The motion to go into Executive Session passed by a vote of 5-0. Council went into Executive Session at approximately 7:12 p.m.

Larry Honeycutt moved to come out of Executive Session. The motion was seconded by Charlene McGriff. The motion to come out of Executive Session passed by a vote of 5-0. Council came out of Executive Session at approximately 8:01 p.m.

Upon returning to open session, Attorney John DuBose noted that Council received two (2) briefings on contractual matters during Executive Session. He stated that during the course of these briefings, no votes were taken and no final decisions were made.

Larry Honeycutt moved to authorize the County Attorney to move forward with a written contract on two (2) items between the County of Lancaster and Lennar that were discussed during Executive Session. The motion was seconded by Charlene McGriff. Council approved the motion by a vote of 5-0.

Larry Honeycutt moved to reconsider the 1st Reading of Ordinance 2018-1550 that was tabled prior to Executive Session. The motion was seconded by Billy Mosteller. Council approved the motion to reconsider by a vote of 5-0. John Weaver explained that the 1st Reading of Ordinance 2018-1550 was now back on the table for consideration by Council.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1550. The motion was seconded by Charlene McGriff. Council approved the 1st Reading of Ordinance 2018-1550 by a vote of 4-1. Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller voted in favor of the 1st Reading of Ordinance 2018-1550 and Terry Graham opposed. Steve Harper noted that the 2nd Reading of Ordinance 2018-1550 will be held at the November 26, 2018 Council meeting.

DRAFT

Adjournment

Larry Honeycutt moved to adjourn the meeting. The motion was seconded by Terry Graham. The motion to adjourn passed by a vote of 5-0. There being no further business, the Council meeting adjourned at approximately 8:04 p.m.

Respectfully Submitted:

Approved by Council, November 26, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1542

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ELEVEN (11) PROPERTIES TOTALING \pm 1,336.75 ACRES. THE PROPERTIES ARE OWNED BY LANCASTER LAND LLC, FIRST LAND COMPANY INC. THE ELEVEN (11) PROPERTIES ARE LOCATED ALONG THE WESTERN SIDE OF HIGHWAY 521, BETWEEN THE INTERSECTIONS OF W. NORTH CORNER ROAD AND SHILOH UNITY ROAD. THE ELEVEN (11) PROPERTIES ARE TO BE REZONED FROM RN, RURAL NEIGHBORHOOD DISTRICT AND LDR, LOW DENSITY RESIDENTIAL DISTRICT TO MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lennar Carolinas, LLC applied to rezone four (11) properties located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road from RN, Rural Neighborhood District and LDR, Low Density Residential District to MDR, Medium Density Residential District.

(b) On September 18th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RN, Rural Neighborhood District and LDR, Low Density Residential District to MDR, Medium Density Residential District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0048-00-043.01, 0044-00-018.00, 0045L-0B-019.00, 0045L-0B-020.00, 0045-00-005.00, 0044-00-016.00, 0044-00-025.00, 0044-00-001.00, 0044-00-021.00, and a portion of 0044-00-022.00 and 0044-00-024.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	Passed 7-0
Second Reading:	November 12, 2018	Passed 5-0
Third Reading:	November 26, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1543

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE FOUR (4) PROPERTIES TOTALING ± 140 ACRES. THE PROPERTIES ARE OWNED BY R. WARREN NORMAN III. THE FOUR (4) PROPERTIES ARE LOCATED ALONG THE WESTERN SIDE OF HIGHWAY 521, BETWEEN THE INTERSECTIONS OF W. NORTH CORNER ROAD AND SHILOH UNITY ROAD. THE FOUR (4) PROPERTIES ARE TO BE REZONED FROM RN, RURAL NEIGHBORHOOD DISTRICT TO RB, REGIONAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lennar Carolinas, LLC applied to rezone four (4) properties located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road from RN, Rural Neighborhood District to RB, Regional Business District.

(b) On September 18th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0044-00-002.00, 0044-00-023.00, and a portion of 0044-00-022.00 and 0044-00-024.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	Passed 7-0
Second Reading:	November 12, 2018	Passed 5-0
Third Reading:	November 26, 2018	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1544

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE FIVE (5) PROPERTIES TOTALING ± 311.48 ACRES. THE PROPERTIES ARE OWNED BY KOSZTYO REBECCA HARRIS STEPHENS, HENRY HARRIS ROAD-LANCASTER LLC, DAVIS JANE R & JAMES L. TRUSTEE, AND WALLACE INDIAN LAND LLC ETAL. THE FIVE (5) PROPERTIES ARE LOCATED ALONG HENRY HARRIS ROAD, NORTH OF THE INTERSECTION OF JIM WILSON ROAD AND HENRY HARRIS ROAD IN THE INDIAN LAND SECTION OF LANCASTER COUNTY. THE FIVE (5) PROPERTIES ARE TO BE REZONED FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT AND RN, RURAL NEIGHBORHOOD DISTRICT TO MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lennar Carolinas, LLC, applied to rezone five (5) properties located along Henry Harris Road, north of the intersection of Jim Wilson Road and Henry Harris Road from LDR, Low Density Residential District and RN, Rural Neighborhood District to MDR, Medium Density Residential District.

(b) On September 18th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District and RN, Rural Neighborhood District to MDR, Medium Density Residential District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0014-00-005.00, 0014-00-025.01, 0014-00-034.04, 0014-00-025.00, 0014-00-032.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	Passed 7-0
Second Reading:	November 12, 2018	Passed 5-0
Third Reading:	November 26, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1545

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 1.001 ACRE TRACT OF PROPERTY OWNED BY DANNY BURCH, LOCATED AT 940 TAYLOR DRIVE IN LANCASTER COUNTY FROM RN, RURAL NEIGHBORHOOD DISTRICT TO MH, MANUFACTURED HOME DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Danny Burch applied to rezone a ± 1.001 acre tract of property located at 940 Taylor Drive from RN, Rural Neighborhood District to MH, Manufactured Home District.

(b) On October 16th, 2018, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0081F-0C-001.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 5-0
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1546

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 1.6 ACRE PORTION OF PROPERTY OWNED BY SURENDAR BHANDARI, LOCATED AT 7362 CHARLOTTE HIGHWAY FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO NB, NEIGHBORHOOD BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Surendar Bhandari applied to rezone property located at 7362 Charlotte Highway from LDR, Low Density Residential District to NB, Neighborhood Business District.

(b) On October 16th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District to NB, Neighborhood Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. a portion of 0016-00-040.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 5-0
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1547

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 1.9 ACRE PORTION OF PROPERTY OWNED BY SPRINGLAND INC, LOCATED AT 269 MT. NEBO ROAD IN LANCASTER COUNTY FROM LI, LIGHT INDUSTRIAL DISTRICT TO INS, INSTITUTIONAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Mt. Nebo Baptist Church applied to rezone ± 1.9 acre portion of property located at 269 Mt. Nebo Road from LI, Light Industrial District to INS, Institutional District.

(b) On October 16, 2018, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LI, Light Industrial District to INS, Institutional District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. Portion of 0083-00-008.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 5-0
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1548

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 0.565 ACRE PORTION OF PROPERTY OWNED BY ALBERT BLAKE EVANS, LOCATED AT 2414 CHARLOTTE HIGHWAY FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO PB, PROFESSIONAL BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Fred Brackett applied to rezone property located at 2414 Charlotte Highway from LDR, Low Density Residential District to PB, Professional Business District.

(b) On October 16th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District to PB, Professional Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. a portion of 0049-00-104.02

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 5-0
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1552

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2018-1515, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 (FY 2018-2019), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2018-1515 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2018 and ending June 30, 2019 (FY 2018-2019):

APPROPRIATIONS	AMOUNT
Airport Fund	340,283
Capital Improvement Fund	1,886,832
Capital Project Sales Tax 2	48,585,330
	<u>18,676,735</u>
County Debt	6,881,950
County Transportation Committee Fund	2,950,000
Court Mandated Security	1,420,170
Development Agreement Fund	1,749,693
E-911 Fund	1,008,748
General Fund	52,796,115
	<u>53,994,370</u>
Hospitality Tax Fund	950,000
Indian Land Fire Protection District Fund	737,000
Local Accommodations Tax Fund	55,000
Pleasant Valley Fire Protection District Fund	738,228
Recreation Fund	2,419,716
Victims Services Fund	96,000
State Accommodations Tax Fund	218,704
Stormwater Fund	4,141,450
	<u>1,176,450</u>
Sunday Alcohol Sales Tax Fund	7,000

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2018-1515, for the following items:

General Fund		Revenue	Expense
	Supplemental Revenue-Reimbursement from Lancaster County School District	\$351,590	
	Additional School Resource Officers' salaries, benefits, and vehicle operations		351,590
	Supplemental Revenue- Fund Balance	\$1,198,255	
	Additional School Resource Officers' equipment		61,455
	Barnett Building design and renovations		1,000,000
	Evolve Software		110,000
	Audio and video upgrade for Council Chambers		26,800
Stormwater Fund	Supplemental Revenue- Fund Balance	\$35,000	
	Vehicle for proposed staff		35,000
Capital Projects Sales Tax Fund	Supplemental Revenue-Fund Balance	\$91,405	
	Handheld analyzer, ductless fume hood, high security storage		91,405

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 5-0
Second Reading:	November 26, 2018	
Public Hearing:	December 10, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: Resolution 1028-R2018
Contact Person / Sponsor: Steve Willis/ Nicholas Miller
Department: Administration/ Procurement
Date Requested to be on Agenda: November 26, 2018

Issue for Consideration:

Resolution concerning the long discussed Fleet Maintenance Garage.

Points to Consider:

This topic has been discussed for several years and is currently number two, behind the Animal Shelter, on Council's priority list. Procurement has worked with Pond and Company, an architectural firm that has designed a number of garage facilities, to analyze our needs based on fleet data.

Procurement and Pond have conducted a Council workshop on the need for this facility; it will not be repeated here.

Council had discussed potentially repairing and repurposing the existing facility. Attached is a study from Pond on that idea. Given the significant deficiencies in the current building they do not recommend this idea. They estimate the cost to repair/ repurpose would be approximately \$180,000 greater than demolishing the current building and building a new facility.

Data regarding the number and type of internal repairs versus external repairs is attached.

Funding and Liability Factors:

Pond estimates the facility designed to meet the needs of Lancaster County would cost between \$3,291,000 and \$3,475,000.

Prior to leaving for Beaufort County John Weaver prepared the attached Resolution.

Council Options:

Approve the Resolution as presented, modify the dollar amount in the Resolution, or reject the Resolution.

Staff Recommendation:

My desire is to follow the recommendation of the architect; however, my recommendation to Council is to amend the Resolution (Section 3) to reflect the dollar amount from the I&R Committee, delete Section 5 as it will not be needed at that dollar amount, and approve the Resolution as amended. Administratively I will make sure the resulting facility is built so that it can be expanded in the future. I do not recommend wasting taxpayer money attempting to repair the current facility.

Committee Recommendation:

The I&R Committee unanimously recommended amending the Resolution to set a budget of \$2,750,000 and proceeding with the work. The Administrative Committee voted by a 2 to 1 vote, to make no recommendation.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RESOLUTION NO: 1028-R2018

A RESOLUTION

TO AUTHORIZE AND APPROVE THE ADMINISTRATOR AND ALL NECESSARY STAFF TO MOVE FORWARD WITH ALL PROCESSES AND PROCEDURES CONSISTENT WITH THE LANCASTER COUNTY PROCUREMENT CODE FOR THE DESIGN AND CONSTRUCTION OF A FLEET MAINTENANCE FACILITY.

WHEREAS, the county's garage utilized for the maintenance of its government vehicles has proven over the years to be substantially inadequate to provide reasonable and necessary service to the various county departments to whom the maintenance staff provides vehicle services; and

WHEREAS, this forty year old garage and staff at present are charged with providing vehicle maintenance service for the following: 35 vehicles for the Administration, 66 vehicles for the county road crew; 14 vehicles for solid waste disposal, 13 vehicles and 18 ambulances for EMS; 29 vehicles and 88 fire trucks for Emergency Operations and Fire Service and 148 vehicles for the Office of the Sheriff, together totaling in excess of four hundred (400+) vehicles; and

WHEREAS, the county's outside design consultant, Pond Architects, has indicated the following life safety deficiencies exist in the antiquated garage, including: non-compliance with present building codes; unsatisfactory electrical, HVAC and plumbing components; all roof and metal systems have long exceeded their life expectancies; existing cracks and levelling issues with the concrete flooring and possible Hazmat issues yet to be determined; and

WHEREAS, the design team has provided several construction options to the county so as to insure adequate safety systems and specialized equipment known to be necessary for the workload; and

WHEREAS, reasonable cost estimates have been itemized to Council that include site preparation and improvements, design of mechanical and electrical utilities, slab foundation and building construction, including associated plumbing, HVAC, electrical, equipment and furnishings that, when combined total within a range of between \$3.291 Million Dollars and \$3.475 Million Dollars; and

WHEREAS, an original nebulous project budget of \$2.5 Million Dollars has proven to be inadequate in order to get the size and type of facility that will be necessary, not only for the present demands, but also to meet the future vehicle maintenance requirements as Lancaster County continues to blossom and grow in population and citizen services; and

WHEREAS, through the passage of Resolution No. 0968-R2017 on August 28, 2017 and Resolution No. 0980-R2017 on November 27, 2017 [a copy of each being attached], Council committed \$5.5 Million Dollars for the design and construction of the county's animal shelter and fleet maintenance garage; and

WHEREAS, as the animal shelter project moves forward at an estimated cost not to exceed \$2.8 Million Dollars, there remains only \$2.7 Million Dollars from the 2017 Resolutions with which to undertake the design and construction of the fleet maintenance garage, a shortage of between \$600,000 Dollars and \$775,000 Dollars; and

WHEREAS, Council has studied the options and considered the recommendations of the architects and, accordingly, Council has concluded that it would not be prudent and wise to try and renovate the present garage and simultaneously expand it with a new, modern addition. Rather, the best business practice and the most efficient and effective utilization of taxpayer dollars would be to design and construct a fleet maintenance facility that is free standing and fully removed from the present garage.

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

Section 1. The Administrator and his staff hereby are authorized to proceed with the design and construction of a new, free standing fleet maintenance garage consistent with the plans and recommendations submitted by Pond Architects.

Section 2. All aspects of the project shall be overseen by the Director of Procurement and shall be in conformity with the Lancaster County Procurement Code.

Section 3. The maximum all-inclusive cost of the fleet maintenance facility authorized by the Council shall not exceed Three Million Five Hundred Thousand (\$3,500,000.00) Dollars.

Section 4. Pursuant to Resolution No. 0980-R2017, funds necessary for the fleet maintenance facility shall be consistent therewith and Council authorizes the use of general fund monies or other funds on hand as a monetary source for the project.

Section 5. Without delay, the Administrator and his staff shall prepare a new Resolution that will serve as a supplement and amendment to Resolution No. 0980-R2017 that will increase the funding from \$5,500,000 to a maximum of \$6,300,000 so as to provide full funding for the fleet maintenance facility. That Resolution, likewise, will be drafted so as to be compliant with Section 1.150-2 of the U.S. Treasury Department Regulations.

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

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0968-R2017

A RESOLUTION

TO ESTABLISH AS A PRIORITY THE FIRST TWO CAPITAL PROJECTS FOR LANCASTER COUNTY FROM AN EXISTING LIST OF KNOWN FUTURE CONSTRUCTION NEEDS.

WHEREAS, Lancaster County Council has charged the Administrator and his staff with determining the capital project needs of Lancaster County over the upcoming years; and

WHEREAS, in July, the Administrator presented to Council for its consideration a memorandum wherein the Administrator addressed with specificity the various constructions undertakings that would be of benefit to the citizens and residents of Lancaster County, a copy of that report accompanying, this Resolution, and

WHEREAS, after a review of the report and a full discussion by Council as to the capital needs that should receive priority, a determination has been made.

NOW, THEREFORE, BE IT RESOLVED that:

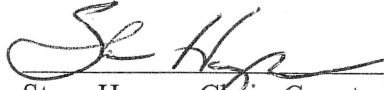
1. The capital project for Lancaster County having first priority has been established and shall be the design and construction of a new animal shelter;
2. The capital project for Lancaster County having second priority has been established and shall be the design and construction of a new fleet operations center;
3. Thereafter, the establishment of an updated priority list for additional capital projects shall be determined at a future date by Council as soon as practical;
4. The Administrator and all necessary staff members hereby are authorized to move forward in determining and reporting to Council without delay the anticipated “turn key” cost, the recommended location, the funding method(s), the likely design and construction schedule and all similar and relevant information regarding, first, the new animal shelter and, second, the fleet operations center.
5. Compliance with all aspects of the Lancaster County Procurement Code shall be mandatory.
6. Within thirty (30) days of this Resolution, a report shall be issued and presented by the Administrator during a regularly scheduled Council meeting as to the status of the

projects, including, but not limited to, what additional action, if any, is needed by Council so as to move these projects forward in a timely fashion.


AND IT IS SO RESOLVED

Dated this 28th day of August, 2017

LANCASTER COUNTY, SOUTH CAROLINA

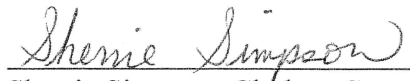


Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

Attest:



Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0980-R2017

A RESOLUTION

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

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

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

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

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

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

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

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

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

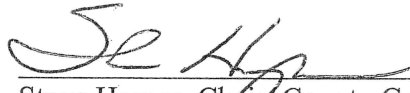
Section 4. The County Council hereby authorizes the use of general fund monies or other funds on hand as the source of funds for the Expenditures with respect to the Project.

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

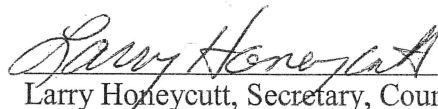
Adopted this 27th day of November, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]




Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

Attest:



Sherrie Simpson, Clerk to Council

November 7th, 2018

Mr. Nicholas Miller
Procurement Officer
Lancaster County
101 N. Main Street
Lancaster, SC 29720

Re: Lancaster County Fleet Operations Garage – Existing Facility

Dear Mr. Miller:

As part of the initial study for the Lancaster County Fleet Operations Garage, Pond Architects and Engineers visited the existing Lancaster Fleet Maintenance Facility and analyzed the existing conditions. The following items were noted in recommending whether to repurpose or demolish the existing facility.

- The building envelope including metal siding, fasteners and roofing along with insulation are damaged to the point of removal. Roof leaks have been patched, but the metal systems have exceeded their life expectancy and require replacement. The insulation is friable and poses a potential hazard.
- The only potential reuse, based on preliminary findings, is the existing concrete floor slabs (slabs will require an additional topping slab to produce level floors) and the major steel framing members. The slab would not be sufficient for continued use for vehicle maintenance due to the deterioration of the slab and the lack of structural integrity. The current slab has steel rails imbedded in the surface which has further led to the unevenness of the floor slab. The structural elements may require additional bracing as part of the renovation to comply with the latest building and seismic codes.
- Trenching of the slab for new utilities would be costly and would need to account for unforeseen conditions that may be found under the building.
- New electrical service will need to be installed to properly accommodate the new equipment.
- Many of the required life safety systems do not meet current IBC life safety requirements or are non-existent.
- Significant water intrusion is evident at the edge of the floor of the Parts Storage area. We believe this is caused by improper grading around the building and the height of the existing slab relative to the slope of the hill. Without the removal of the existing floor slab, soil contamination testing cannot be completed resulting in the additional cost of continuous monitoring and assessment.
- The concrete apron around the building has cracked. Water and unsuitable soils can be felt while walking on the slab. The source of the water is currently undetermined.
- Based upon preliminary pricing information from Aiken Costs Consultants, building a new metal building to house the Fleet Maintenance Operations would cost approximately \$180,000 less than repurposing and adding on to the existing facility. These additional costs can be attributed to the construction duration, construction phasing, temporary facility costs and the complications that come from renovating an old facility.

Mr. Nicholas Miller

Page 2

Based upon the information above we would not recommend repurposing the building given the current programming requirements, condition of the site and building and the cost estimate provided as part of this analysis. Please contact me if you have any additional questions or comments.

Respectfully submitted by:

Pond & Company

A handwritten signature in black ink, appearing to read "Luke McCary", with a stylized flourish extending from the end.

Luke McCary, AIA LEED AP

Director of Architecture | Columbia

Fleet Maintenance Data on Internal and External Repairs

Data source: Vehicle Maintenance Reporting System software at Fleet Maintenance:
Dossier Fleet Asset Maintenance Solutions
Unit Benchmark Summary Report

Please note the data is on a calendar year basis and not a fiscal year basis.

Data Point	2018 (Qtr. 1,2,3)	2017	2016
Total Internal Repair Orders:	2,175	2,782	2,352
Total Outside Repair Orders:	136	182	160
Percent of Total Repairs Outsourced:	5.88%	6.14%	6.37%

Fleet Maintenance advises that the majority of external repairs are items they lack the equipment to do such as glass repair/ replacement and front end alignments plus infrequent body work repairs. Occasionally they send out large equipment when they either lack the overhead crane to make the repair or in cases when they get backed up. Public Safety vehicles get the absolute priority for repairs and if an urgent repair on other equipment is needed it may be outsourced.

Heavy equipment repairs was a topic of interest. These are outsourced in cases where we lack the space/ resources even though we have staff with the certifications for the work. An example is a brake job on a motor grader where the entire wheel assembly must be removed and rebuilt on a heavy duty work table.

Kim has provided financial data but the rare major repair can skew that information. For example, last year we had a big oil leak on a motor grader that cost over \$30,000 to repair. Approximately \$15,000 was in labor for removal and reinstallation of the engine. With the resources our staff could have done that and transported only the engine for repair rather than the entire vehicle.

We are grateful that Council has seen fit to fund good heavy equipment so the occasional major repair is an infrequent event. We repair as much as possible in-house to save taxpayer dollars.

Lancaster County, South Carolina

Fleet Maintenance Operations:
Architecture & Engineering
(New Facility Program)

October 29th, 2018





POND

Architects ■ Engineers ■ Planners

Recent Consulting History

- Publicly solicited RFQ for Lancaster County Fleet Maintenance ("LCFM") Professional A&E Services via County procurement process
- Professional A&E services sourced subsequent to prioritization of funding for capital projects arranged as no.1 (animal shelter) and no. 2 (fleet maintenance); per County Resolution #0980 on November 27th, 2017
- Solicitation awarded to Pond on February 22nd, 2018
- Initial funding support for LCFM set at nebulous project budget of \$2.5M, i.e., indeterminate of total scope: site work, design costs, construction fees, owner expenses
- Also, per Resolution #0980, a cumulative bond of General Fund monies authorized for \$5.5M between both priority no.1 (animal shelter) and priority no.2 (fleet maintenance) programs

LCFM: Internal Customer Base

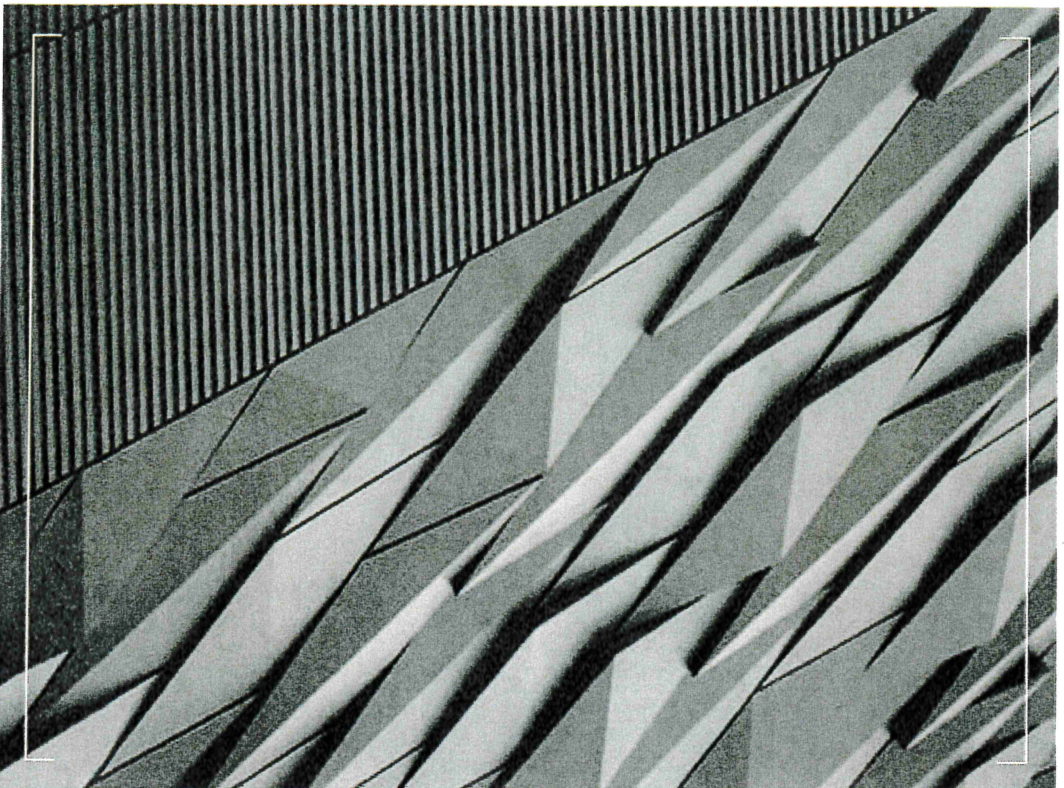
 Steve Willis County Administrator Administrative Fleet: 35 Vehicles <i>*Staffing/safety concerns</i>	 Jeffery Catoe Public Services, Director Roads & Bridges: 66 Vehicles Solid Waste: 14 Vehicles <i>*Greatest space constraints</i>	 Clayton Catoe EMS, Director 13 Vehicles + 18 Ambulances <i>*Highest workload consumption (time)</i>	 Darren Player EOC + Fire Rescue, Director 29 Vehicles + 88 Fire Trucks <i>*Dedicated bay requirements</i>	 Barry Faile County Sheriff 148 Vehicles <i>*Highest usage rate by volume</i>
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Fleet Maintenance: Project Approach

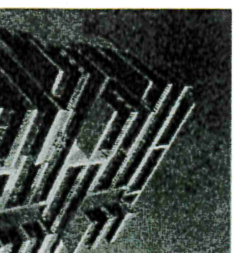
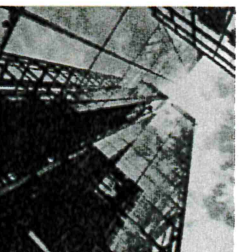
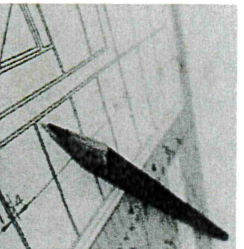
To design and construct a fleet maintenance facility with functions and capabilities to serve the spectrum of needs as it relates to Lancaster County's full inventory of vehicles and equipment. This includes, but is not limited to, Administrative fleet vehicles, Public Safety vehicles and apparatuses, and Public Works vehicles and heavy equipment.



Identify Need	Authorize Program	Design + Construct
Define Scope	Data Compilation + Analysis	Schematics
Appraisals/Estimates	Budget Approval + Consent	Design Development
Design Professional(s)	Ascertain Funding	Bidding / Construction



Project Design Services and Management



Strategic Planning

On-site Visit
Workflow Analysis
Engineering Inquiries

Data + Analysis

Inventory + Space
Feasibility Studies
Civil Sitework Discussion

Schematic Design

Preliminary Budget
Generate Project Schedule
Evaluate Design Options

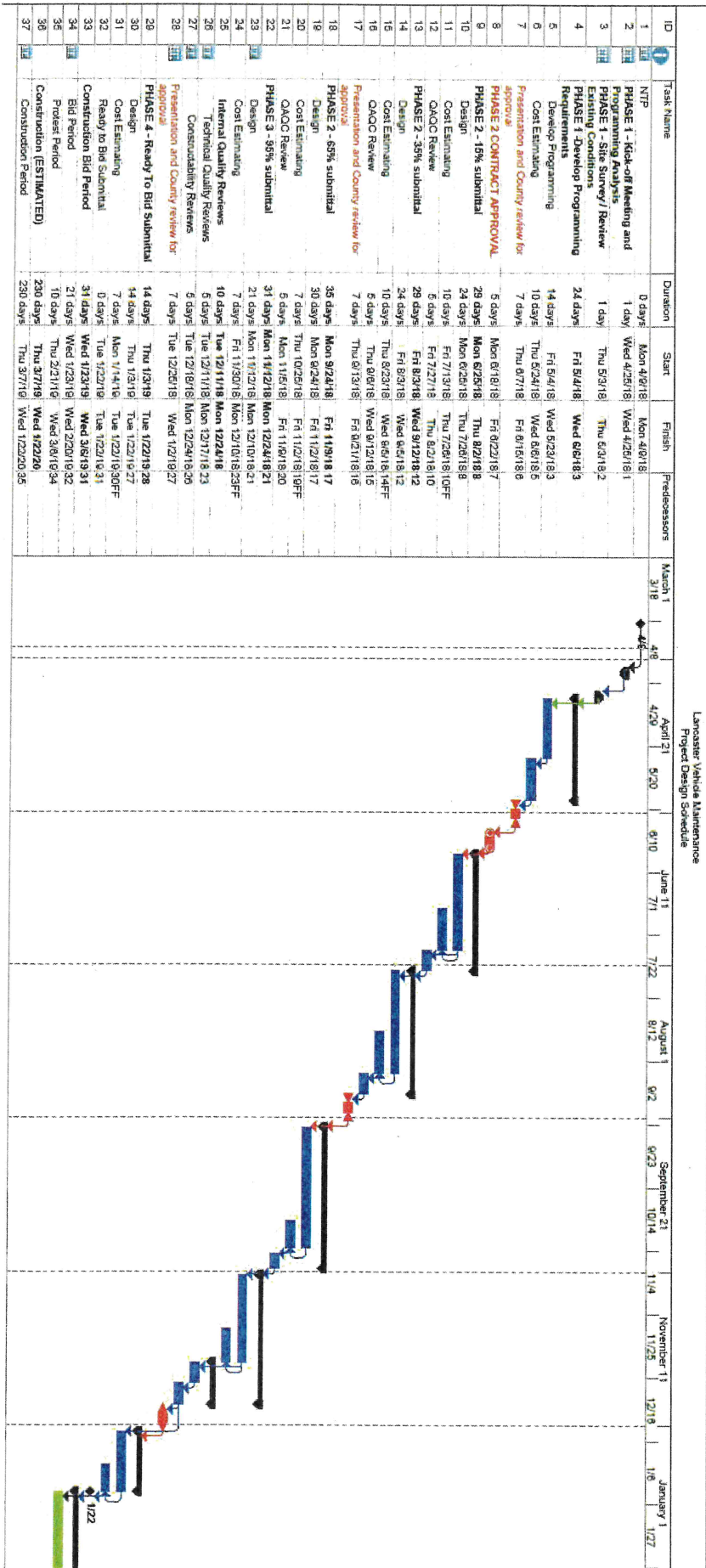
Design Development

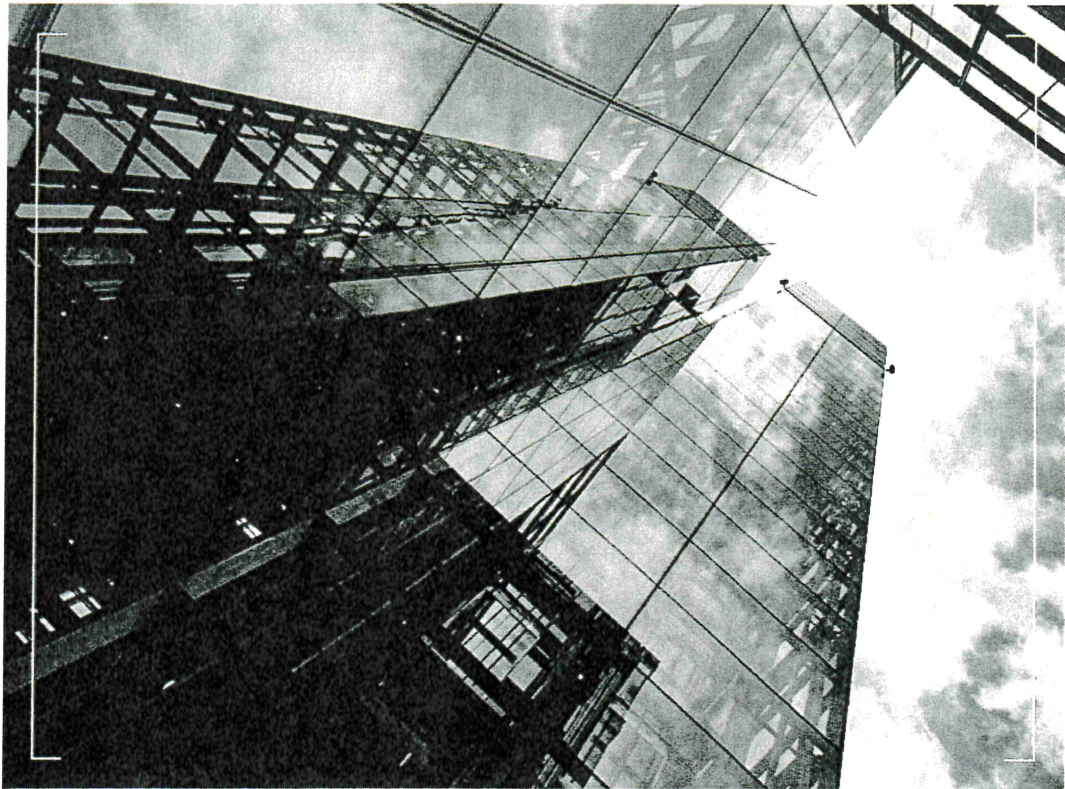
Final Architectural Design
Structural + MEP Drawings
Civil Engineering Design

Construction

Review + Permitting
Public Bid
Construction Management

Proposed Project Schedule (Archetypal)





LCFM: Programming Details

Schematic Analysis and Facility Considerations:

<u>Existing Conditions</u>	<u>Programming</u>	<u>Code Analysis</u>
<ul style="list-style-type: none">• Current systems non-compliant with code and life safety practices• Electrical, HVAC, plumbing, and building envelope are unsatisfactory for reuse• Roof and metal systems have exceeded life expectancies• Potential reuse of concrete slab, however, additional topping slab will need be applied due to levelling issues and cracks• Hazmat, i.e., asbestos and LBP analysis have not been completed at this time	<ul style="list-style-type: none">• Administrative Offices/Workspaces• File Storage Room• Conference/Break Room• Parts Room• Tire Storage• Battery Charging Area• Welding Area• Wash Bay• Service Bays (5)• Petroleum, Oil, and Lubricant (POL) Room• Generator (optional)• Bathrooms (2)• Lockers• IT Server Room	<ul style="list-style-type: none">• Using 2015 IBC standards• S-1 (Moderate Hazard Storage) + B (Business) Occupancy, Type IIB (unprotected)• Allowable area is 17,500 sf., proposed program defines footprint as 15,763 sf.• Per 903.2.9.1, building shall be equipped with automatic sprinkler system (current facility does not have one)• Per International Fire Code (IFC), compressed gas shall be kept in secure location• Per IFC, battery charging station shall be ventilated and secure• Per IFC, welding area shall be separated by non-combustible partition and sprinklered

Special Facility Considerations

Architectural and Engineering Inputs

Safety Systems

- Ventilation/Air Exhaust
- Temperature Controls
- Fire Suppression/Alarm
- Hazard Mitigation Areas
 - Welding
 - Batteries
 - POL
 - Tire storage
 - Eye wash station/shower
- Security System

Specialized Equipment

- Hydraulic Vehicle Lifts
- Air Compressor
- Drain Systems
- Tire Balancer/Mounter
- Chemical/Fluid Storage
- Welding
- Vehicle Circulation
- Wash Bay
- Secure Storage: Titles

(Optional) Generator

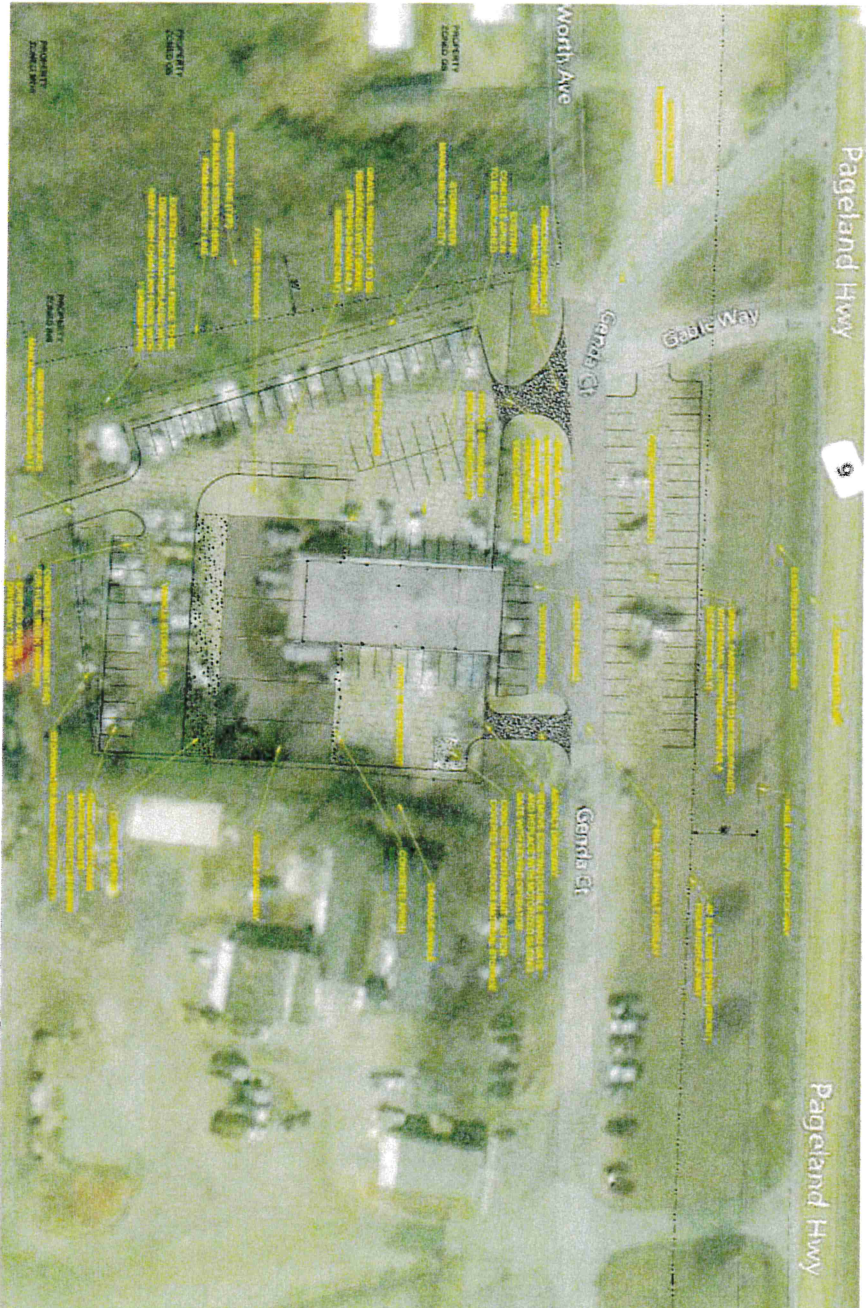
- Due to its subsidiary function of County Emergency Management Services and first responder departments, power at LCFM necessitates some level of auxiliary support
- Dependent upon decided systems to receive power, generator and/or transfer switch of some magnitude recommended with design

Renovation + Addition Schematic



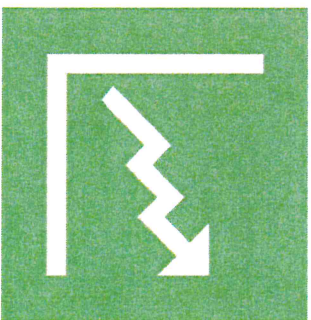
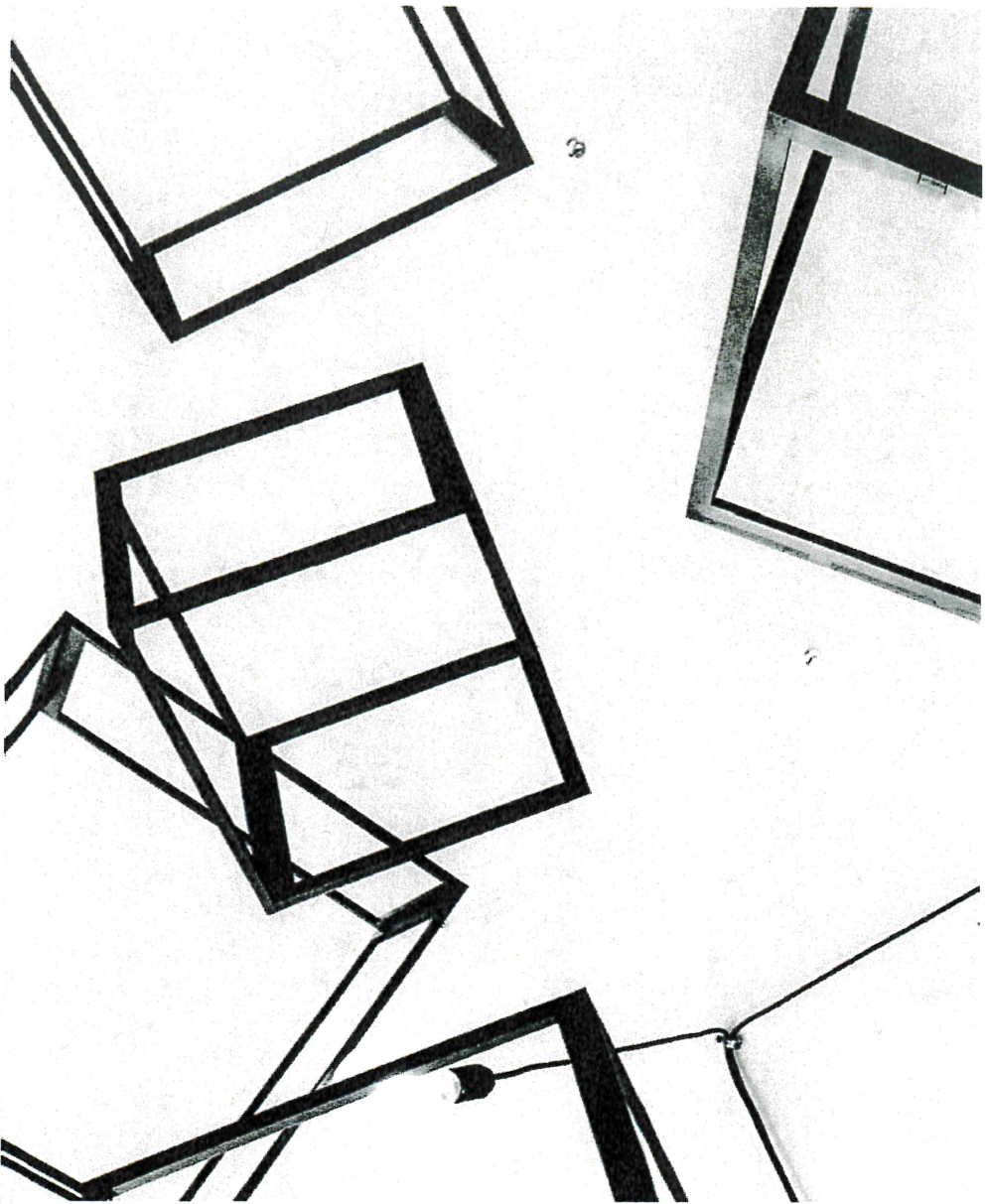
Design Option No. 1 (cont'd)

Renovation + Addition Aerial









Wait...How Much?

Third party **estimates** are used as checkpoints to understand itemized cost drivers; they allow stakeholders to make informed decisions about design features as well as cost prohibitive options.

Cost Estimate Breakdown (Completed June 2018)



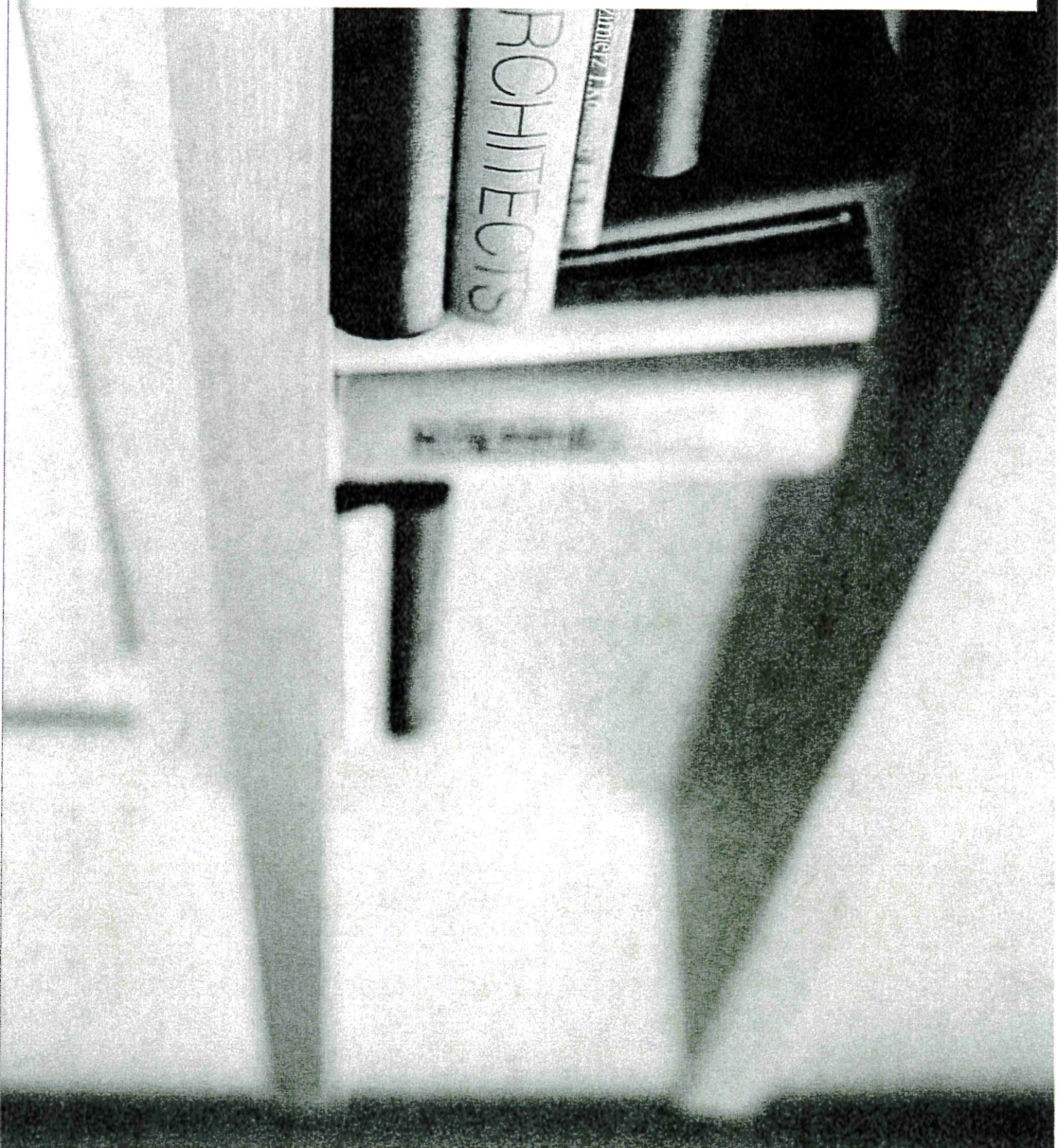
Lancaster County, South Carolina

Thank You

👤 Nicholas Miller

☎ 803-285-6323

✉ nmiller@lancastercountysc.net





Resolution#: 1031- R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: November 26, 2018

Issue for Consideration:

Project Mustang is a corporate headquarters/customer service operation that the Lancaster County Department of Economic Development (LCDED) has been working to locate in Lancaster County since February 2018. The project is projected to invest \$24,000,000 in real and personal property, and create over 997 new jobs within five years beginning in March 2019. Hourly wage rates for all of the new jobs at Project Mustang will exceed the county average of \$20.47. Over 900 of the new positions will have a salary of at least \$26.25/hour. The project has looked at multiple locations in the Charlotte Region.

The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce (SCDOC) have worked with Project Mustang to identify suitable properties in the County for the company and applicable county/state incentives. In October 2018, Project Mustang identified an existing building in Lancaster County which they would lease short term until their permanent building can be constructed at commercial location in Lancaster County. LCDED and SCDOC have prepared and presented a comprehensive incentive package to Project Mustang to facilitate the project in Lancaster County. These incentives have been verbally accepted by the company.

LCDED is recommending the following county incentives be provided to Project Mustang to facilitate the project in Lancaster County:

- 1) A 30 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that provides a property tax assessment rate of 6%, a locked in millage rate of 317.6 mills and a five year investment period.
- 2) A 12 Year Special Source Revenue Credit (SSRC) of 55% for each investment made during the investment period.
- 3) A minimum of 500 new qualified jobs are required by the end of 2023 in order to receive the 55% SSRC. If the 500 new qualified jobs are not met but at least 400 new qualified jobs have been achieved, the SSRC will be reduced to 50% until the 500 qualified job number is achieved.

Points to Consider

- The project will result in a large number of corporate jobs and substantial investment coming to Lancaster County.
- The company's executive team are well respected and leaders in their industry sector.

Funding and Liability Factors

There is no direct funding required or liability factors. The property tax incentives are expected to generate \$9,950,000 in net new property tax revenues over the term of the FILOT/SSRC agreement. Tax savings to Project Mustang are estimated at \$4,600,000.

Council Options

Vote to approve or reject Resolution #1031-R2018.

Recommendation

Vote to approve Resolution #1031-R2018.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1031-R2018

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A FEE AGREEMENT WITH PROJECT MUSTANG; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO CONSENT TO THE TRANSFER AND ASSIGNMENT OF AN EXISTING FEE AGREEMENT TO PROJECT MUSTANG; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION; AND TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT MUSTANG 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 South Carolina (the "State");

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;

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;

WHEREAS, a company, whose identity is confidential at this time, and one or more affiliates (collectively, the "Company"), is considering the acquisition, construction and installation of a project known by the Company as "Project Mustang" upon property located in the County (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 \$24,000,000 in real and personal property over five (5) years and the creation of 500 to 1000 new jobs; and

WHEREAS, the County intends by this Resolution to commit itself to (i) enter into a Fee Agreement with the Company, (ii) include SSRCs in the Fee Agreement, 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 a fee agreement.

2. The County commits to enter into a negotiated FILOT arrangement with the Company for the Project, the terms of which shall be set forth in a fee agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an Investment Period, as defined in the Act, of five (5) years;
- b. the Company's commitment to invest at least \$2,500,000 in economic development property for the Project, not later than the end of the Investment Period (the "Investment Commitment");
- c. 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 and forty-seven cents (\$20.47) ("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 in New Full-Time Jobs an average of not less than one hundred (100) during the twelve month period ending December 31, 2019,
 - (ii) to have employed in New Full-Time Jobs an average of not less than two hundred (200) during the twelve month period ending December 31, 2020,
 - (iii) to have employed in New Full-Time Jobs an average of not less than three hundred (300) during the twelve month period ending December 31, 2021,
 - (iv) to have employed in New Full-Time Jobs an average of not less than four hundred (400) during the twelve month period ending December 31, 2022,
 - (v) to have employed in New Full-Time Jobs an average of not less than five hundred (500) during the twelve month period ending December 31, 2023, and each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit.

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 hourly wage rate of twenty dollars and forty-seven cents (\$20.47) contained in the Jobs Commitment shall be adjusted on December 31, 2024, to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue, and used in determining eligibility for the SSRC for the years of the Project after December 31, 2024 through the year ending December 31, 2029. On December 31, 2029, 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 the years thereafter in which the Company receives an SSRC;

- d. calculation of FILOT Payments using an assessment ratio of six percent (6%) and a millage rate fixed for the life of the FILOT Payments at 317.6, *provided, however*, that in any year after December 31, 2019 in which the Company fails to have employed in New Full-Time Jobs an average of not less than ten (10), the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been subject to *ad valorem* property taxes and the total amount of FILOT Payments actually made by the Company;
- e. a term of thirty (30) years for the Fee Agreement and for each phase of the Project;
- f. SSRCs to be provided to the Company equal to fifty-five percent (55%) of FILOT Payments applicable to investment by the Company in personal property and real property improvements made during the Investment Period, for a twelve (12) year period for each phase of the Project (the "Fifty-Five Percent SSRC"). Beginning with the twelve (12) month period ending December 31, 2023, and for each twelve (12) month period thereafter, if the number of New Full-Time Jobs does not average at least four hundred (400) for the then applicable twelve (12) month period, then the SSRC provided to the Company for that year is fifty-percent (50%) (the "Fifty Percent SSRC");
- g. provisions requiring the Fifty-Five Percent SSRC and the Fifty 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;
- h. 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 Investment Commitment. 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;

- i. 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 FILOT and SSRCS, subject to maximum amounts to be set forth in the applicable governing documents; and
- j. the Company's commitment to maintain a membership in the Lancaster County Chamber of Commerce for the term of the Fee Agreement.

3. 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 Fee 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 Section 4 and in this Section 5, "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. 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.

6. 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.

7. 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.

8. This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2018

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Approved as to form:

County Attorney

ATTEST:

Sherrie Simpson, Clerk to Council

Agenda Item Summary

Resolution # 1032-R2018

Contact Person / Sponsor: John K DuBose

Department: County Attorney

Date Requested to be on Agenda: November 26, 2018

Issue for Consideration:

Whether to adopt a Resolution Declaring the Results of Referendum on a Nineteen Million (\$19,000,000.00) Dollar Recreation Bond.

Points to Consider:

The results of the referendum vote have been certified, are now official, and the referendum was in favor of the Recreation Bond.

County Council needs to consider the Resolution adopting the referendum results. When County Council adopts the Resolution, it will be filed with the Clerk of Court, starting the required twenty (20) day period for contest.

Funding and Liability Factors:

Repayment of Bond

Council Options:

Adopt the Resolution or do not adopt the Resolution

Recommendation:

Adoption of Resolution. The Administration Committee moved the Resolution forward with a favorable recommendation.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) CERTIFIED COPY OF RESOLUTION
) DECLARING THE RESULTS OF A
) REFERENDUM

I, the undersigned being the duly qualified Clerk to Council of Lancaster County, South Carolina (the "County"), do hereby certify that attached hereto is a copy of a resolution entitled: "A RESOLUTION DECLARING THE RESULTS OF A REFERENDUM HELD ON NOVEMBER 6, 2018, ON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$19,000,000 GENERAL OBLIGATION BONDS OF LANCASTER COUNTY, SOUTH CAROLINA" (the "Resolution") which Resolution was adopted by the County Council at a meeting duly called and held on November 26, 2018, at which meeting a quorum was present and acting throughout, which Resolution has been compared by me with the original thereof as recorded in the minute book of the County Council, and that such copy is a true, complete and correct copy thereof and that such Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

In witness whereof, I have hereunto set my hand and affixed the seal of the County this 26th day of November, 2018.

(SEAL)

Clerk to Council, Lancaster County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1032-R2018

A RESOLUTION

DECLARING THE RESULTS OF A REFERENDUM HELD ON NOVEMBER 6, 2018, ON THE QUESTION OF THE ISSUANCE OF NOT EXCEEDING \$19,000,000 GENERAL OBLIGATION BONDS OF LANCASTER COUNTY, SOUTH CAROLINA.

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

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

(a) By an Ordinance enacted by the Council on August 7, 2018, entitled: "AN ORDINANCE ORDERING A REFERENDUM IN LANCASTER COUNTY, SOUTH CAROLINA, TO SUBMIT THE QUESTION OF WHETHER LANCASTER COUNTY, SOUTH CAROLINA, SHALL ISSUE NOT EXCEEDING \$19,000,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES; IN ONE OR MORE YEARS, PROVIDING FOR THE FORM OF BALLOT TO BE USED; PROVIDING FOR NOTICE OF THE REFERENDUM; AND PROVIDING FOR ALL OTHER THINGS NECESSARY TO SUBMIT THE AFORESAID QUESTION," the Council ordered a referendum to be held in the County on November 6, 2018 (the "Referendum"), for the purpose of submitting to the qualified voters of the County the following question:

Shall the County Council of Lancaster County, South Carolina be empowered to issue, in one or more series, in one or more years, general obligation bonds of the County, in the principal amount of not exceeding \$19,000,000, the proceeds of which shall be used to finance the costs (including architectural, engineering, equipping, and legal and related fees) of the following projects:

Addition to Indian Land Recreation Center;
Construction of and equipping of Harrisburg Road Soccer Complex;
Construction of Lindsay Pettus Greenway Phase I;
Renovations to Barr Street Auditorium;
Construction of and equipping of Heath Springs Soccer Complex; and
Acquisition of land, if necessary, for any of these projects?

(b) The returns for each respective precinct within the County as certified by the Lancaster County Board of Canvassers showing the total votes cast in favor of and opposed to the aforesaid question are attached hereto and incorporated herein by reference.

(c) A majority of those voting in the Referendum voted in favor of the aforesaid question.

(d) The Referendum was duly and properly held in accordance with the laws of the State of South Carolina, including specifically Title 7 of the Code of Laws of South Carolina, 1976, as amended (the "Code"), and the County Bond Act constituting Title 4, Chapter 15 of the Code.

SECTION 2. It is hereby declared that the Referendum held in the County on November 6, 2018, resulted in favor of the County's issuance of not exceeding \$19,000,000 general obligation bonds.

SECTION 3. The County Administrator shall cause a certified copy of this Resolution and any other documents relating to the Referendum deemed necessary to be filed in the office of the Clerk of Court for Lancaster County.

This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this 26th day of November, 2018

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Approved as to form:

County Attorney


ATTEST:

Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA
Lancaster COUNTY BOARD OF CANVASSERS
STATEMENTS AND RETURNS OF VOTES
FOR
GENERAL ELECTION

ELECTION DATE: November 9th, 2018

We the County Board of Canvassers certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation from election commission staff of the same; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.

	_____
Edna C. McQuinn	_____
Marshall Benson	_____
_____	_____
_____	_____

Certification Date:

Agenda Item Summary

Ordinance # / Resolution#: 1033-R2018
Contact Person / Sponsor: John K DuBose
Department: County Attorney
Date Requested to be on Agenda: November 26, 2018

Issue for Consideration:

Whether to adopt a Resolution to publish the results of the special election held on the question of creating the Reid Pointe Special Tax District.

Points to Consider:

The results of the referendum vote have been certified, are now official, and the referendum was in favor of creation of the Reid Pointe Special Tax District.

County Council needs to consider the Resolution adopting and publishing the referendum results. If County Council adopts the Resolution, it will be deemed "published" as required by applicable law.

Funding and Liability Factors:

NA

Council Options:

Adopt the Resolution or do not adopt the Resolution.

Recommendation:

Adoption of Resolution. The Administration Committee moved the Resolution forward with a favorable recommendation.

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 1033-R2018

COUNTY OF LANCASTER

)

)

A RESOLUTION

TO PUBLISH THE RESULTS OF THE SPECIAL ELECTION HELD ON THE QUESTION OF CREATING THE REID POINTE SPECIAL TAX DISTRICT.

WHEREAS, by passage of Resolution No. 1012-R2018, Council certified that a petition it received calling for the creation of the Reid Pointe Special Tax District met the requirements of state law and that a referendum should be held on the question of creating the Reid Pointe Special Tax District;

WHEREAS, the Voter Registration and Elections Board of Lancaster County (the "Board") conducted the referendum on November 6, 2018, and the Commission certified the results to Council on November 12, 2018, a copy of which is attached hereto; and

WHEREAS, Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina 1976, as amended, requires Council to publish the results of the referendum by written resolution.

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

Council publishes the results of the referendum held on the question of the creation of the Reid Pointe Special Tax District attached hereto.

AND IT IS SO RESOLVED

Dated this 26th day of November, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Approved as to form:

County Attorney


ATTEST:

Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA
Lancaster COUNTY BOARD OF CANVASSERS
STATEMENTS AND RETURNS OF VOTES
FOR
GENERAL ELECTION

ELECTION DATE: November 9th, 2018

We the County Board of Canvassers certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation from election commission staff of the same; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.


Edna C. McQuinn
Mayhew Benson

Certification Date:

SUMMARY REPT-GROUP DETAIL

Run Date: 11/09/18 01:03 PM

Lancaster County
Statewide General
November 6, 2018

Official Results

Report EL45A Page 005

	TOTAL VOTES	%	DS850	M650	DS200	M100	IVotronic	Flash
School Board District 7								
Vote for 1								
Ken Buck	2,723	55.08	0	0	0	98	2,625	0
Chris Campbell	2,181	44.11	0	0	0	94	2,087	0
Write-In	40	.81	0	0	0	2	38	0
Total	4,944		0	0	0	194	4,750	0
Cane Creek Watershed Conservation Dist								
Vote for 2								
James D Boling	2,540	40.90	0	0	0	55	2,485	0
Tony Sistare	3,618	58.25	0	0	0	62	3,556	0
Write-In	53	.85	0	0	0	0	53	0
Total	6,211		0	0	0	117	6,094	0
Little Lynches Creek Watershed Conservat								
Vote for 2								
Roy D Croxton Jr	1,009	97.68	0	0	0	12	997	0
Write-In	24	2.32	0	0	0	0	24	0
Total	1,033		0	0	0	12	1,021	0
Amendment 1								
Vote for 1								
Yes	11,540	36.12	0	0	0	469	11,071	0
No	20,413	63.88	0	0	0	886	19,527	0
Total	31,953		0	0	0	1,355	30,598	0
County General Obligation Bond								
Vote for 1								
Yes, In favor of the question	16,711	52.50	0	0	0	734	15,977	0
No, Opposed to the question	15,121	47.50	0	0	0	613	14,508	0
Total	31,832		0	0	0	1,347	30,485	0
Reid Pointe Special Tax District								
Vote for 1								
Yes, In favor of the question	246	95.72	0	0	0	8	238	0
No, Opposed to the question	11	4.28	0	0	0	1	10	0
Total	257		0	0	0	9	248	0

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1541

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC. PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

The Lancaster County Council finds that:

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

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

(c) Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (collectively, the "Sponsor") have made significant prior investments in the County and, in connection therewith, have entered into a June 7, 2010 Incentives Agreement with the County, as amended on November 10, 2015 ("2010 Incentive Agreement"), a June 28, 2010 Fee Agreement with the County, as amended on November 10, 2015 ("2010 Fee Agreement"), and a June 28, 2010 Infrastructure Credit Agreement with the County, as amended on November 10, 2015 ("2010 Infrastructure Credit Agreement");

(d) The Sponsor is considering additional investments (in addition to the investments provided for in the 2010 Incentive Agreement, the 2010 Fee Agreement, and the 2010 Infrastructure Credit Agreement) through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately Twenty Million Dollars (\$20,000,000) (the "Project");

(e) pursuant to Resolution No. 1018-R2018, adopted September 24, 2018, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a FILOT incentive with the Sponsor and the provision of special source revenue credits;

(f) The Sponsor has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which is consistent with the terms and conditions contained in Resolution No. 1018-R2018, the Inducement Resolution; and

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

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Sponsor to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Approval and Execution of Fee Agreement.

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

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	Passed 7-0
Second Reading:	November 12, 2018	Passed 5-0
Public Hearing:	November 26, 2018	
Third Reading:	November 26, 2018	

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A to Ordinance No. 2018-1541

Fee Agreement

See attached.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FEE AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

and

NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC.,
NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC.

Dated as of November 26, 2018

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FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of November 26, 2018, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC. (collectively, the "Sponsor" or the "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

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

WHEREAS, the Company has made significant prior investments in the County and, in connection therewith, the Company has entered into a June 7, 2010 Incentives Agreement with the County, as amended on November 10, 2015 ("2010 Incentive Agreement"), a June 28, 2010 Fee Agreement with the County, as amended on November 10, 2015 ("2010 Fee Agreement"), and a June 28, 2010 Infrastructure Credit Agreement with the County, as amended on November 10, 2015 ("2010 Infrastructure Credit Agreement") (collectively, these three Agreements are referred to as the "2010 Agreements");

WHEREAS, based upon information provided by the Company, the Company has satisfied all investment and employment requirements under the 2010 Agreements;

WHEREAS, the Company proposes to expand the Company's facilities in the County relating to the manufacture and marketing of nutritional supplement products for people and their pets (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in the creation of one hundred thirty (130) new, full-time jobs and an investment of at least \$20,000,000 in the County; and

WHEREAS, the County Council approved on September 24, 2018, Resolution No. 1018-R2018 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc.

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

(i) 946 Quality Drive
Tax Map No. 0068-00-018.06

- (ii) 43 acres adjacent to 946 Quality Drive
Tax Map No. 0068-00-018.07
 - (iii) 851 Quality Drive
Tax Map No. 0068-00-018.01
 - (iv) 1759 Flat Creek Road
Tax Map No. 0080-00-001.00
- 3. Minimum investment agreed upon: N/A.
 - 4. Length and term of this Agreement: 30 years for each annual increment of investment in the Project during the Investment Period.
 - 5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
 - 6. Millage rate applicable for each year of this Agreement: (i) for Sites 1, 2 and 4 as listed on Exhibit A, 313.0 mills, if the Agreement is executed in calendar year 2018, and 317.6 mills, if the Agreement is executed in calendar year 2019; and (ii) for Site 3 as listed on Exhibit A, 489.4 mills, if the Agreement is executed in calendar year 2018, and 496.1 mills, if the Agreement is executed in calendar year 2019.
 - 7. Statements
 - (a) The Project is to be located in a multi-county park;
 - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
 - (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 70% of Negotiated FILOT Payments for the first 6 consecutive years in which Negotiated FILOT Payments are required to be made hereunder; 65% for years 7 through 11; and 60% for years 12 through 15;
 - (d) Negotiated FILOT Payments will not be modified using a net present value calculation; and
 - (e) Replacement property provisions will apply.

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

"2010 Agreements" shall have the meaning set forth in the Recitals to this Agreement.

"Act" or *"Simplified FILOT Act"* shall mean Title 12, Chapter 44 of the Code, as amended.

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

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

"Agreement" shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of November 26, 2018.

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

"Company" shall mean the Sponsor, as defined in the first sentence of this Agreement.

"Companies" shall mean the Sponsor together with any Sponsor Affiliate(s).

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

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

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

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

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

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

"Existing Property" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or

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

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

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

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

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

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

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

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

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

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

“*New Full-Time Job*” means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created on or after April 1, 2018. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. All persons filling the New Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the

United States and not less than ninety percent (90%) of the persons filling the New Full-Time Job positions must be U.S. citizens.

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

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

"Project" shall mean, collectively herein, the Project, and shall include the Land and the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Companies, including but not limited to water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

"Project Commitment" shall mean the Jobs Commitment.

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

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

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

"Sponsor" shall have the meaning set forth in the first sentence of this Agreement.

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

"State" shall mean the State of South Carolina.

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

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code.

"Wage Requirement" means Fifteen Dollars (\$15.00) per hour (including all cash compensation of any kind, including but not limited to overtime and bonuses), and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the *"Initial Hourly Wage"*). The County shall change the Initial Hourly Wage at the end of the first five-year period to not more than seventy-two and three-tenths percent (72.3%) of the Department of Revenue's then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to Years 6 through 10, and at the end of Year 10 the County shall change the Wage Requirement to not more than seventy-two and three-tenths percent (72.3%) of the Department of Revenue's then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to years after Year 10 during which the Special Source Revenue Credit is applicable. The County shall provide notice to the Sponsor and Sponsor Affiliate of any adjustment to the Wage Requirement.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(a) (i) Nutramax Manufacturing, Inc. is a corporation validly existing and in good standing under the laws of the State; (ii) Nutramax Laboratories, Inc. is a corporation validly existing and in good standing under the laws of the State; (iii) Nutramax Properties, LLC is a limited liability company validly existing and in good standing under the laws of the State; and (iv) Nutramax Land Holdings, Inc. is a corporation validly existing and in good standing under the laws of the State. Each of these four Sponsor entities has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

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

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or

threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

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

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

(f) Sponsor intends to operate the Project for purposes relating to the manufacture and marketing of nutritional supplement products for people and their pets and any related purposes. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law, including but not limited to the provision of additional and/or increased Special Source Revenue Credits. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development

Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies. Notwithstanding anything in this Section 3.03 to the contrary, the Companies shall be entitled to the benefits and rights provided or referenced in Section 5.01(h).

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

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

ARTICLE IV

NEW JOB CREATION BY COMPANIES RELATING TO PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. New Job Creation by Companies Relating to Project.

(a) New Full-Time Jobs created by Sponsor and Sponsor Affiliates shall be included in any determination whether the Jobs Commitment made in this Section 4.01 has been met.

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the following Jobs Commitment: the creation and maintenance of the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following

employment levels and in the designated timeframes with the "Year" number referring to the year that corresponds with the earlier of either (i) the year following the year in which the Economic Development Property is first placed in service or (ii) the first year Special Source Revenue Credits are taken, with Year 1 being the first year:

(1) to have employed, as measured over the base number of three hundred eighty-five (385) (the "Base Number of Employees"), in New Full-Time Jobs an average of not less than zero (0) during Year 1, for a total of three hundred eighty-five (385) jobs at the Project,

(2) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than fifty-two (52) during Year 2, for a total of four hundred thirty-seven (437) jobs at the Project,

(3) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-eight (78) during Year 3, for a total of four hundred sixty-three (463) jobs at the Project,

(4) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-four (94) during Year 4, for a total of four hundred seventy-nine (479) jobs at the Project, and

(5) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than one hundred thirty (130) during Year 5 and each year thereafter in which the Company is receiving a Special Source Revenue Credit, for a total of five hundred fifteen (515) jobs at the Project.

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. For all purposes of this Agreement, including but not limited to this Section 4.01 and Section 5.01(j) and (k), all New Full-Time Jobs created by the Sponsor and any Sponsor Affiliate shall count towards the Job Commitment.

Section 4.02. Reporting and Filing.

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

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

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

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

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

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

Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

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

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

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

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

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which

such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (2) (i) for property located at Sites 1, 2 and 4 as listed on Exhibit A, a millage rate fixed for the Term equal to 313 mills, if this Agreement is executed in calendar year 2018, and 317.6 mills, if this Agreement is executed in calendar year 2019 (and the millage rate applicable to a specific portion of the Project shall be only the millage rate for the taxing entities in which the portion of the Project is located), and (ii) for property located at Site 3 as listed on Exhibit A, a millage rate fixed for the Term equal to 489.4 mills, if this Agreement is executed in calendar year 2018, and a millage rate fixed for the Term equal to 496.1 mills, if this Agreement is executed in calendar year 2019 (and the millage rate applicable to a specific portion of the Project shall be only the millage rate for the taxing entities in which the portion of the Project is located); and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be granted with respect to the Economic Development Property in amounts equal to (i) seventy percent (70%) of Negotiated FILOT Payments for the first 6 consecutive years in which Negotiated FILOT Payments are required to be made hereunder; (ii) 65% for years 7 through 11; and (iii) 60% for years 12 through 15.

(e) The FILOT Payments are to be recalculated:

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

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

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

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

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

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

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

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

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

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

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment. Specifically, in any year in which the Companies fail to meet the Jobs Commitment, the annual Special Source Revenue Credit shall be reduced in the same proportion that the Companies failed to meet the Jobs Commitment. For example, if in Year 3 (as referenced in Section 4.01(b) hereof), the Companies should have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-eight (78), but the Companies employed an average of sixty-four (64), then the Special Source Revenue Credit would be set at 82.05% (64 divided by 78 equals 82.05%) of 70% which results in a Special Source Revenue Credit in Year 3 of 57.44% (82.05% times 70% equals 57.44%).

(k) In any year after Year 1 (as referenced in Section 4.01(b)) in which the Companies fail to have employed, as measured over the Base Number of Employees, as defined in Section 4.01(b), in New Full-Time Jobs an average of not less than ten (10), jobs, for a total of not less than three hundred ninety-five (395) jobs, at the Project, the Companies shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made by the Companies and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment").

As an example of the calculation set forth in this subsection (k), and by way of example only, (i) assuming the Economic Development Property is placed in service with respect to the Project in 2019 and that the Special Source Revenue Credit is first taken in 2020 (which would be "Year 1" as referenced in Section 4.01(b) hereof), and that in the year ending December 31, 2022 (which would be "Year 3" as referenced in Section 4.01(b) hereof), that the maintained number of New Full-Time Jobs was eight (8), that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then (ii) the Hypothetical FILOT

Payment for the year ending December 31, 2023 (which would be "Year 4" as referenced in Section 4.01(b) hereof) would be computed using the millage rate of 375 (instead of the millage rate set forth in Section 5.01(c) hereof) and the 10.5% assessment ratio for the Economic Development Property (instead of the 6% assessment ratio set forth in Section 5.01(c) hereof).

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

(m) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. Such termination shall not require the Companies to refund or pay any monies to the County, except as set forth in Section 10.02 hereof. For purposes of this Section 5.01(m), "cease operations" means permanent closure of the primary facilities comprising the Project. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(m), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

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

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

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County which approval shall be evidenced by passage of a resolution of County Council. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by

Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

Section 8.05. Non-Applicability of Fee Under Intergovernmental Agreement. The parties recognize and agree that, as set forth in Resolution R18-19 of the Lancaster City Council adopted October 23, 2018, the "Non-Annexation Fee" referenced in Section 3 of the January 8, 2008 Intergovernmental Agreement between the City of Lancaster and the County concerning the Lancaster Business Park does not apply to investments to be made by the Company at its 946 Quality Drive site (which is located in the Lancaster Business Park) under this Agreement.

Section 8.06. 2010 Agreements. The parties hereto agree that investments made by the Company at the Project on or before December 31, 2017 shall be subject, as applicable, to the 2010 Agreements; and that investments made by the Company at the Project on or after January 1, 2018 shall be subject, as applicable, to the provisions of this Agreement.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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

additional requirements (i.e., requirements not addressed in this paragraph) of the Transfer Provisions.

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

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

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

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Companies execute this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of 30 years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

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

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Subject in all events to Section 12.14 hereof, any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

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

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

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

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

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

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

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

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance; provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder,

including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County; provided, however, that in no event shall the Companies be responsible for reimbursing the County in excess of \$8,000 for any Administration Expenses incurred in the form of attorneys' fees or otherwise with respect to any matter relating in any way to (i) the preparation, review, approval and execution of this Agreement, or (ii) the preparation, review, approval and execution of any other documents related to this Agreement and any multi-county park or other park documents. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand and No/100 dollars (\$1,000.00).

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

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows or to such other persons and places as may be designated in writing by such party in accordance with this Section 12.06.

(a) As to the County:

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

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

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

(b) As to the Sponsor:

Nutramax Laboratories, Inc.
946 Quality Drive
Lancaster, SC 29720
Attn: Brett Corbly, General Counsel

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

NUTRAMAX MANUFACTURING, INC.

By: _____

Its: _____

NUTRAMAX LABORATORIES, INC.

By: _____

Its: _____

NUTRAMAX PROPERTIES, LLC

By: _____

Its: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____

Its: _____

EXHIBIT A

Land

- Site 1. 946 Quality Drive
Tax Map No. 0068-00-018.06
- Site 2. 43 acres adjacent to 946 Quality Drive
Tax Map No. 0068-00-018.07
- Site 3. 851 Quality Drive
Tax Map No. 0068-00-018.01
- Site 4. 1759 Flat Creek Road
Tax Map No. 0080-00-001.00

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

~#4850-9014-9233 v.8~

The Lancaster News

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

NOTICE OF PUBLIC
HEARING
Lancaster County Council
A public hearing has been
scheduled by the Lancaster
County Council for Monday,
November 26, 2018, at
6:00 p.m. in the Lancaster
County Council Chambers,
second floor, County
Administration Building,
101 North Main Street,
Lancaster, South Carolina,
or at such other location
in or around the complex
posted at the main entrance.
The purpose of the public
hearing is to receive public
comment on an ordinance,
Ordinance No. 2018-1541,
titled "AN ORDINANCE
TO AUTHORIZE THE
EXECUTION AND
DELIVERY OF A FEE
AGREEMENT BY AND
BETWEEN LANCASTER
COUNTY AND PROJECT
PEPPER (NUTRAMAX
MANUFACTURING,
INC., NUTRAMAX
LABORATORIES, INC.,
NUTRAMAX PROPERTIES,
LLC, AND NUTRAMAX
LAND HOLDINGS, INC.)
PROVIDING FOR THE
PAYMENT OF A FEE-
IN-LIEU OF TAXES
AND THE PROVISION
OF SPECIAL SOURCE
REVENUE CREDITS,
AND TO EXPRESS THE
INTENTION OF COUNCIL
TO PROVIDE MONIES
TO THE ECONOMIC
DEVELOPMENT FUND."
340-130-1W-Nelson Mullins
Riley Scarborough-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *October 31, 2018*.

Benny G. Gumb

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # 2018-1549 (RZ-018-041)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 11/12/18

Issue for Consideration:

Rezoning application of Samty Properties, LLC to rezone a \pm 9.82 acre parcel from MX, Mixed-Use District to GB, General Business District. This property was zoned MX after the rewrite of the Unified Development Ordinance, because it was anticipated that the surrounding parcels would be assembled together to create a Mixed-Use project. The applicant would like to rezone these properties back to a commercial district. Before the adoption of the new Unified Development Ordinance in November 2016 this property was zoned B-3, General Commercial District.

Points to Consider:

Adjacent properties to the north and east are zoned PDD, Planned Development District. Adjacent parcels to the west are zoned GB, General Business District. Adjacent parcels to the south are zoned INS, Institutional District.

The facts and findings of this report show that the properties are currently zoned MX, Mixed-Use District and do not meet the minimum standards to be developed which is 25 acres. This property among others were zoned MX after the rewrite of the Unified Development Ordinance, because it was anticipated that the surrounding parcels would be assembled together to create a mixed-use project. This did not happen unfortunately, and now the property is considered non-conforming and does not meet the minimum required acreage. This property was previously zoned B-3, General Commercial District before the new Unified Development Ordinance was approved in November of 2016. If rezoned to GB, General Business District this parcel will return to the original zoning designation of General Commercial. In addition to returning to the original zoning, the property will become conforming to allow development.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **approve** the rezoning application of Samty Properties, LLC by a vote of (6-1). No citizens signed up to speak on this rezoning case.

The complete staff report can be located on www.mylancastercsc.org - Click on Planning Department and 11/12/2018 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1549

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 9.82 ACRE PARCEL OWNED BY SAMTY PROPERTIES, LLC LOCATED AT 8980 CHARLOTTE HIGHWAY FROM MX, MIXED USE DISTRICT TO GB, GENERAL BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Samty Properties, LLC applied to rezone a ± 9.82 acre property located at 8980 Charlotte Highway from MX, Mixed Use District, to GB, General Business District.

(b) On October 16th, 2018, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MX, Mixed Use District to GB, General Business District for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0010-00-030.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 3-2
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

Date of 1st Reading: November 12, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 26th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: December 10th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-041
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: Rezoning application of Samty Properties, LLC to rezone a ± 9.82 acre parcel from MX, Mixed-Use District to GB, General Business District. This property was zoned MX after the rewrite of the Unified Development Ordinance, because it was anticipated that the surrounding parcels would be assembled together to create a Mixed-Use project. The applicant would like to rezone these properties back to a commercial district. Before the adoption of the new Unified Development Ordinance in November 2016 this property was zoned B-3, General Commercial District.

Property Location: 8980 Charlotte Highway (TMS# 0010-00-030.01)

Zoning District Classification: Mixed-Use District (MX)
Highway Corridor Overlay District
Carolina Heelsplitter Overlay District

Voting District: District 7- Brian Carnes

Site Information

Site Description: The subject property is located at 8980 Charlotte Highway in the Indian Land section of Lancaster County, SC.

Vicinity Data

Surrounding Conditions:

Adjacent properties to the north and east are zoned PDD, Planned Development District. Adjacent parcels to the west are zoned GB, General Business District. Adjacent parcels to the south are zoned INS, Institutional District.

Exhibits

1. **Rezoning Application**
 2. **Location Map/Zoning Map**
 3. **Overlay Maps**
 4. **Tax Inquiry Sheet**
-

Findings and Conclusions

The facts and findings of this report show that the properties are currently zoned MX, Mixed-Use District and do not meet the minimum standards to be developed which is 25 acres. This property among others were zoned MX after the rewrite of the Unified Development Ordinance, because it was anticipated that the surrounding parcels would be assembled together to create a mixed-

Date of 1st Reading: November 12, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 26th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: December 10th, 2018
__ Approved __ Denied __ No Action

use project. This did not happen unfortunately, and now the property is considered non-conforming and does not meet the minimum required acreage. This property was previously zoned B-3, General Commercial District before the new Unified Development Ordinance was approved in November of 2016. If rezoned to GB, General Business District this parcel will return to the original zoning designation of General Commercial. In addition to returning to the original zoning, the property will become conforming to allow development.

Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request by Samty Properties, LLC to rezone property located at 8980 Charlotte Highway in the Indian Land section of Lancaster County be **APPROVED**.

Planning Commission Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Planning Commission voted to **approve** the rezoning application of Danny Burch by a vote of (6-1). No citizens signed up to speak on this rezoning request.

Exhibit 2

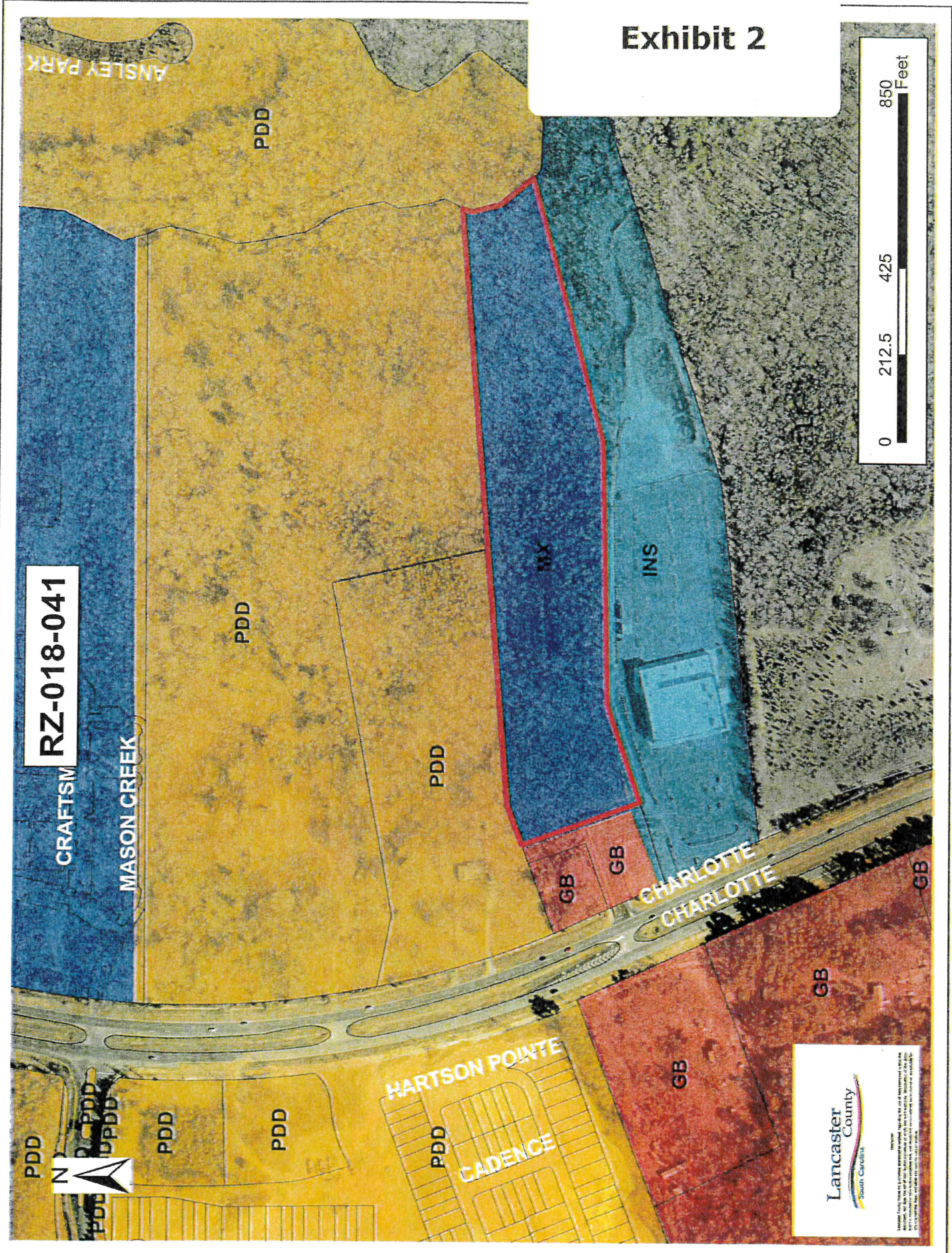


Exhibit 3

RZ-018-041

CRAFTSMAN

MASON CREEK

BRIDGE MILL

HARTSON POINTE

THIMSDOWN

CADENCE

CHARLOTTE
CHARLOTTE



Legend

 Highway_Corridor_Overlay

Lancaster
County
South Carolina

LANCASTER COUNTY SOUTH CAROLINA
This map was prepared by the Planning and Development Department of Lancaster County, South Carolina, for the purpose of illustrating the proposed Highway Corridor Overlay. It is not intended to be used for any other purpose. The County is not responsible for any errors or omissions in this map. The County is not responsible for any damages or losses resulting from the use of this map. The County is not responsible for any claims or liabilities arising from the use of this map. The County is not responsible for any claims or liabilities arising from the use of this map.

Agenda Item Summary

Ordinance # 2018-1550 / RZ-018-042

Contact Person: Penelope Karagounis

Department: Planning

Date Requested to be on Agenda: November 12th, 2018

Issue for Consideration:

This is the rezoning application of Widewaters Land Company, Inc. to rezone a total of ± 44.69 acres of property from GB, General Business District to RB, Regional Business District in order to accommodate a proposed multi-use development comprised of office, retail, and multi-family uses. These properties are located at 8004 & 8036 Charlotte Highway, in the Indian Land section of Lancaster, SC 29707 (Tax Map 13, Parcels 51 & 68).

Points to Consider:

The facts and findings of this report show that both properties are designated as GB, General Business District on the Lancaster County Zoning Map. These properties are also within the Highway Corridor and Carolina Heelsplitter Overlay Districts. According to the Future Land Use Map, these two properties are identified as Neighborhood Mixed-Use, and they are located very near the Pedestrian Center Node, based on the *Lancaster County Comprehensive Plan 2014-2024*. The applicant would like to rezone the property to RB, Regional Business District, in order to accommodate a proposed multi-use development, to be comprised of office, retail, and multi-family uses (apartments) intended to meet the surrounding region's existing demand. Due to its location at a major crossroads, and proximity to the Pedestrian Center Node, the Regional Business District is appropriate for this type of use.

The subject properties are located adjacent to the LDR, Low Density Residential District, which allows 1.5 dwelling units per acre. According to section 5.2.2 of the Lancaster County Unified Development Ordinance, multi-family uses are allowed in the Regional Business District at a maximum density of 8.0 dwelling units per acre. A rezoning to Regional Business District would be appropriate for this area, because it would serve as a transition point from the adjacent Low Density Residential District, to a higher density of 8.0 dwelling units per acre, which is less density than the Mixed-Use Districts allow. Also, if the applicant wishes to add a residential care facility in the future, it would be allowed under the Regional Business zoning designation as long as the conditions are met in section 5.2.7 of the Unified Development Ordinance.

According to Chapter Two of the Lancaster County Unified Development Ordinance, the definition of the Regional Business District is: "The Regional Business District is generally located on major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region's demand. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that the transportation network is retrofitted to accommodate more urban development patterns." Based on the definition above, the uses for the Regional Business district, if rezoned, would be complementary to the Future Land Use Map and would serve the local community and the surrounding region.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request for these two properties be **APPROVED**. At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Widewaters Land Company, Inc. by a vote of (6-1). At the above referenced meeting, two citizens signed up to speak on this case. One adjacent property owner had concerns on the increased traffic that a new development will bring, along with noise and storm water run-off. Another voiced concerns on the fact that the new development would be located next to a cemetery.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1550

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE TWO (2) PROPERTIES TOTALING ± 44.69 ACRES. THE PROPERTIES ARE OWNED BY PWO LLC. THE TWO (2) PROPERTIES ARE LOCATED AT 8004 AND 8036 CHARLOTTE HIGHWAY. THE TWO (2) PROPERTIES ARE TO BE REZONED FROM GB, GENERAL BUSINESS DISTRICT TO RB, REGIONAL BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Widewaters Land Company, Inc. applied to rezone property located at 8004 and 8036 Charlotte Highway from GB, General Business District to RB, Regional Business District.

(b) On October 16th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-1), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from GB, General Business District to RB, Regional Business District for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-068.00 and 0013-00-051.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	Passed 4-1
Second Reading:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

Date of 1st Reading: November 12th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 26th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: December 10th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-042
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: This is the rezoning application of Widewaters Land Company, Inc. to rezone a total of 44.69 acres of property from GB, General Business District to RB, Regional Business District in order to accommodate a proposed multi-use development comprised of office, retail, and multi-family uses.

Property Location: 8004 & 8036 Charlotte Highway, in the Indian Land section of Lancaster, SC 29707 (Tax Map 13, Parcels 51 & 68)

Zoning District Classification: GB, General Business District; the subject properties are also located within the Highway Corridor Overlay and the Carolina Heelsplitter Overlay Districts

Voting District: District 7, Brian Carnes

Site Information

Site Description:

The first property (Tax Map 13, Parcel 51) is predominately wooded and vacant, however, in the past there was a commercial building on site. The second property (Tax map 13, Parcel 68) is also predominately wooded and has a vacant house.

Vicinity Data

Surrounding Conditions:

Property 1 (Tax Map 13, Parcel 51): Adjacent properties are zoned LDR, Low Density Residential District, MDR, Medium Density Residential District, INS, Institutional District, PDD, Planned Development District, GB, General Business District, and NB, Neighborhood Business District.

Property 2 (Tax Map 13, Parcel 68): Adjacent properties are zoned LDR, Low Density Residential District, MDR, Medium Density Residential District, GB, General Business District, and NB, Neighborhood Business District.

Exhibits

1. **Location & Zoning Map**
2. **Future Land Use Map**

Findings and Conclusions

The facts and findings of this report show that both properties are designated as GB, General Business District on the Lancaster County Zoning Map. These properties are also within the Highway Corridor and Carolina Heelsplitter Overlay Districts. According to the Future Land Use Map, these two properties are identified as Neighborhood Mixed-Use, and they are located very near the Pedestrian Center Node, based on the *Lancaster County Comprehensive Plan 2014-2024*.

The applicant would like to rezone the property to RB, Regional Business District, in order to accommodate a proposed multi-use development, to be comprised of office, retail, and multi-family uses

(apartments) intended to meet the surrounding region's existing demand. Due to its location at a major crossroads, and proximity to the Pedestrian Center Node, the Regional Business District is appropriate for this type of use.

The subject properties are located adjacent to the LDR, Low Density Residential District, which allows 1.5 dwelling units per acre. According to section 5.2.2 of the Lancaster County Unified Development Ordinance, multi-family uses are allowed in the Regional Business District at a maximum density of 8.0 dwelling units per acre. A rezoning to Regional Business District would be appropriate for this area, because it would serve as a transition point from the adjacent Low Density Residential District, to a higher density of 8.0 dwelling units per acre, which is less density than the Mixed-Use Districts allow. Also, if the applicant wishes to add a residential care facility in the future, it would be allowed under the Regional Business zoning designation as long as the conditions are met in section 5.2.7 of the Unified Development Ordinance.

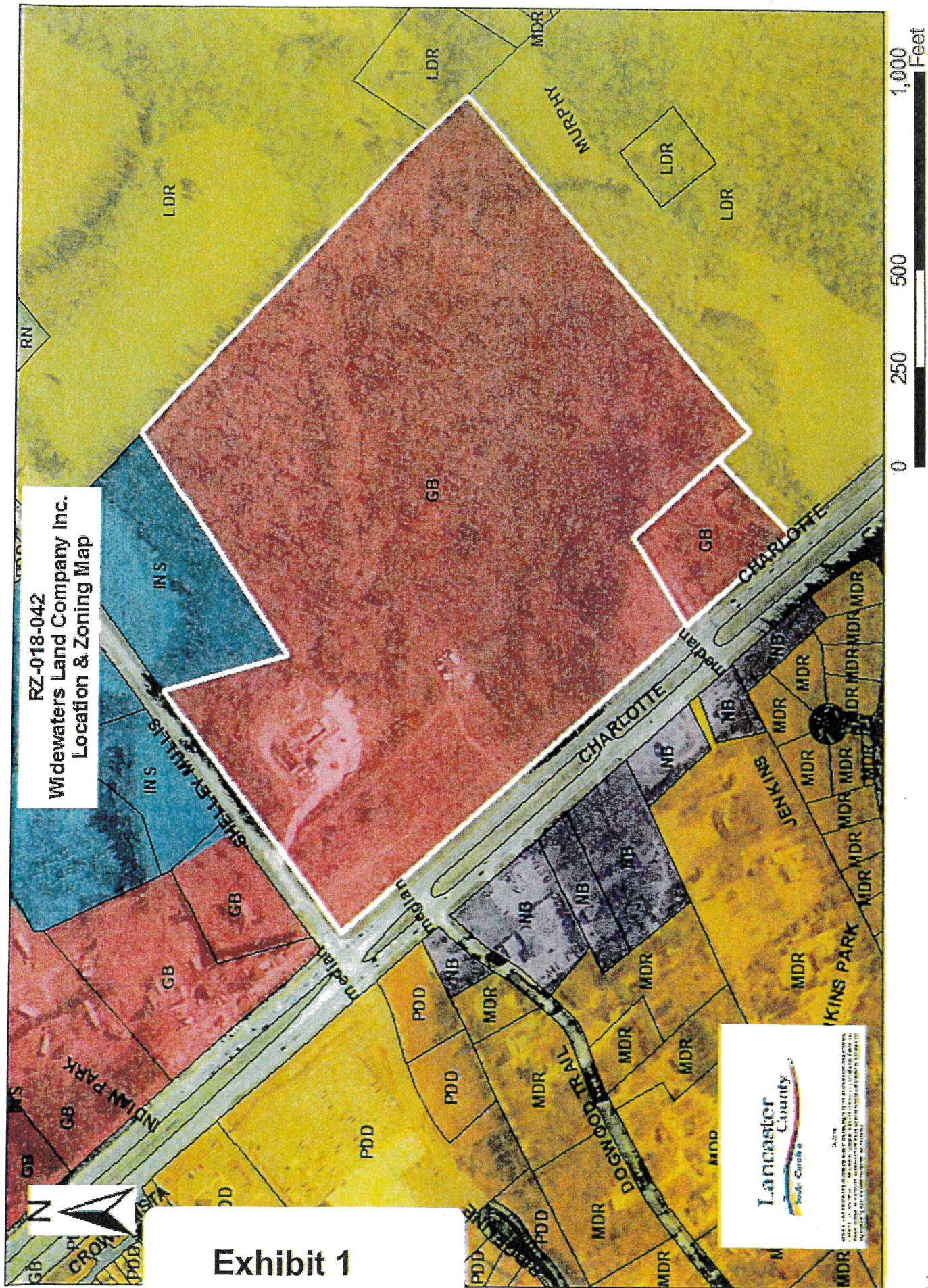
According to Chapter Two of the Lancaster County Unified Development Ordinance, the definition of the Regional Business District is: "The Regional Business District is generally located on major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region's demand. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that the transportation network is retrofitted to accommodate more urban development patterns." Based on the definition above, the subject properties are located adjacent to existing commercial businesses. The uses for the Regional Business district, if rezoned, would be complementary to the Future Land Use Map and would serve the local community and the surrounding region.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Widewaters Land Company, Inc. for the ± 44.69 acres of property located at 8004 & 8036 Charlotte Highway, in the Indian Land section of Lancaster, SC 29707 be **APPROVED**.

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Widewaters Land Company, Inc. by a vote of **(6-1)**. At the above referenced meeting, two citizens signed up to speak on this case. One adjacent property owner had concerns on the increased traffic that a new development will bring, along with noise and storm water run-off. Another voiced concerns on the fact that the new development would be located next to a cemetery.



RZ-018-042
 Widewaters Land Company, Inc.
 Future Land Use Map



Exhibit 2

Legend

- Rural Living
- Transitional
- Neighborhood Mixed Use
- Urban
- Special District - Industrial
- Employment Center
- Pedestrian Center
- Rural Crossroads



Agenda Item Summary

Ordinance: – 2018-1551

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Agenda: November 12, 2018

Issue for Consideration: Whether or not it is appropriate for County Council to approve an amendment to the Bretagne Development for Phase 7 of the subdivision, the last undeveloped section of the community?

Points to Consider: Phases 1-6 of this neighborhood have either been built out or soon will be completed. This original Development Agreement is 10+ years old and much of the subdivision lay dormant during the 5 year period of the housing crisis, 2008-2012. But with the turn in the economy, at last the completion is within sight. The original rooftop fee for all 7 phases was \$8,000, but that sum has never been realistic. Council approved a reduction in Phases 1-3 downward to \$1,500. Phases 4-6 paid nothing after being relieved of the obligation by the US Bankruptcy Court. The developers of Phase 7 have agreed to a \$3,500 per lot rooftop fee, the full balance to be paid no later than June 30, 2018 and, perhaps, earlier based upon negotiations between the developer and a major homebuilder. Additionally, the developer is providing an easement through the property (with access from the phase) for the Carolina Thread Trail.

Funding and Liability Factors: N/A. All roads will be private.

Recommendation: The Administrator, the I&R Committee and the Administration Committee have recommended approval of the request.

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

LANCASTER COUNTY PLANNING COMMISSION

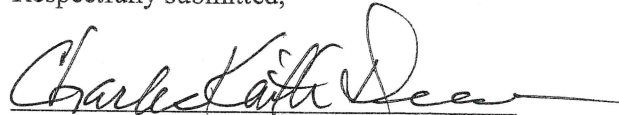
REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – STKR Bretagne, LLC, a South Carolina limited liability company (Developer), Michael D. Carrouth, as trustee under the will of Arnold Carrouth, Pulte Home Company, LLC, a Michigan liability company (Pulte), Robert E. Pearce and Susan J. Pearce (Pearce) (Bretagne 2nd Amendment)

Pursuant to Sections 9.2.18 Development Agreements, Subsection A.4 and A.5 of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from STKR Bretagne, LLC, a South Carolina limited liability company (Developer), Michael D. Carrouth, as trustee under the will of Arnold Carrouth, Pulte Home Company, LLC, a Michigan liability company (Pulte), Robert E. Pearce and Susan J. Pearce (Pearce) the proposed Development Agreement – Bretagne (2nd Amendment)

At its meeting on Tuesday, October 16, 2018, the Planning Commission conducted a public hearing on the proposed Development Agreement – STKR Bretagne, LLC a South Carolina limited liability company (Developer), Michael D. Carrouth, as trustee under the will of Arnold Carrouth, Pulte Home Company, LLC, a Michigan liability company (Pulte), Robert E. Pearce and Susan J. Pearce (Pearce) (Bretagne 2nd Amendment) and recommended to approve the second amendment of the Bretagne Development Agreement by a vote of 6-1.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1551

COUNTY OF LANCASTER

)

AN ORDINANCE

TO APPROVE A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE BRETAGNE DEVELOPMENT RELATING SOLELY TO PHASE 7; AND TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE BRETAGNE DEVELOPMENT.

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

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

(2) Council approved a development agreement for the Bretagne development and that development agreement, dated June 4, 2007, is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135 (the "Development Agreement");

(3) the Development Agreement has been amended with respect to Phases 1, 2 and 3 of the Bretagne development as set forth in the First Amendment to the Development Agreement for Bretagne – Phases 1, 2, and 3, dated October 24, 2016, and recorded in the records of the Register of Deeds for Lancaster County on November 7, 2016 in Deed Book 1009 at Pages 201-211 (the "First Amendment"), and, also as set forth in the Amended Development Agreement for Bretagne Phases 1, 2 and 3 dated November 3, 2016, and recorded in the records of the Register of Deeds for Lancaster County on November 7, 2016 in Deed Book 1009 at Pages 212-245 (the "Amended Development Agreement");

(4) STKR Bretagne, LLC (the "Successor Developer"), is the successor developer for Phase 7 of the Bretagne development and Successor Developer seeks Council's approval of amendments to the Development Agreement as it relates only to Phase 7 so as to allow completion of Phase 7 (the "Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7)" or "Second Amendment"); and

(5) Neither Successor Developer nor County intend for the Second Amendment to modify or otherwise terminate the Development Agreement, the First Amendment, and the Amended Development Agreement as those documents relate to Phases 1, 2 and 3 of the Bretagne development and Successor Developer and County intend for Phases 1, 2 and 3 to continue to be subject to the Development Agreement, the First Amendment and the Amended Development Agreement.

B. It is the purpose of this ordinance to approve the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7).

Section 2. Approval of Second Amendment; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) in the name and on behalf of the County of Lancaster. The form of the Second Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the Second Amendment are incorporated herein by reference as if the Second Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the Second Amendment and all of its terms, provisions and conditions. The Second Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Second Amendment attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effectuate the purpose of this ordinance and the Second Amendment, including but not limited to, the execution, delivery and publication of an amended development agreement for Phase 7 of the Bretagne development. The Council and its duly elected or appointed officers and any other County official are each authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance and the Second Amendment.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

Planning Commission Public Hearing:	October 16, 2018	
First Reading:	November 12, 2018	Passed 4-1
Second Reading:	November 26, 2018	
Council Public Hearing:	November 26, 2018	
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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Exhibit A to Ordinance No. 2018-1551

Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7)

By and Among

**STKR Bretagne, LLC; Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth;
Pulte Home Company, LLC; Robert E. Pearce and Susan J. Pearce; and the County of Lancaster**

See attached.

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RECORD AND RETURN TO:

(Space above this line for recording use)

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)
SECOND AMENDMENT
BRETAGNE DEVELOPMENT AGREEMENT
(APPLICABLE ONLY TO PHASE 7)

This **SECOND AMENDMENT BRETAGNE DEVELOPMENT AGREEMENT (APPLICABLE ONLY TO PHASE 7)** ("Second Amendment") is made and entered into as of the ____ day of _____ 2018 ("Effective Date"), by and between **STKR BRETAGNE, LLC**, a South Carolina limited liability company ("Developer"), **MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH** ("Carrouth"), **PULTE HOME COMPANY, LLC**, a Michigan limited liability company ("Pulte"), **ROBERT E. PEARCE AND SUSAN J. PEARCE** ("Pearce") and the **COUNTY OF LANCASTER** (the "County"), a political subdivision of the State of South Carolina.

WHEREAS, the Development Agreement dated June 4, 2007 for the Bretagne development was entered into by Bretagne Development Group, LLC, Linda S. Rowland, Blanche Carrouth, Arnold E. Carrouth, and Lancaster County (the "Development Agreement"). The Development Agreement is recorded in the records of the Lancaster County Register of Deeds in Deed Book 403, Pages 100-135;

WHEREAS, the Property subject to the Development Agreement originally consisted of 302.22 acres, more or less, and the development of the Property was divided into phases, identified as Phases 1 through 7;

WHEREAS, the Development Agreement has been amended with respect to Phases 1, 2 and 3 only as set forth in the First Amendment to the Development Agreement for Bretagne – Phases 1, 2, and 3, dated October 24, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 201-211 (the "First Amendment"), and, also as set forth in the Amended Development Agreement for Bretagne Phases 1, 2 and 3 dated November 3, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 212-245 (the "Amended Development Agreement");

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by the circuit court's order in the foreclosure action identified as Wachovia Bank, National Association versus Bretagne Development Group, LLC, *et al*, Case No. 2009-CP-29-621;

WHEREAS, for purposes of Phase 7, Developer is the successor to Bretagne Development Group, LLC, who was the original developer of the Property but who is no longer the developer or owner of any phase of the Property;

WHEREAS, Developer seeks to amend the Development Agreement as it relates only to Phase 7 as to allow completion of Phase 7 with an aggregate of one hundred and eight (108) lots and Fifty-Eight and 97/100 (58.97) acres, more or less, located in the County and generally known as Phase 7 of the Bretagne development;

WHEREAS, Developer and County do not intend for this Second Amendment to modify or otherwise terminate the Development Agreement, the First Amendment, and the Amended Development Agreement as such relates to Phases 1, 2 and 3 of the Bretagne development. Developer and County intend for Phases 1, 2 and 3 to continue to be subject to the Development Agreement, the First Amendment and the Amended Development Agreement;

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

WHEREAS, upon approval and execution of this Second Amendment, Developer and County will execute an Amended Development Agreement for Bretagne Phase 7, and the Amended Development Agreement for Bretagne Phase 7 will set forth in one document the Development Agreement as amended by this Second Amendment and it will be applicable only to Phase 7 of the Bretagne development.

NOW THEREFORE, Developer, Carrouth, Pulte, Pearce and County hereby agree to amend the Development Agreement as it relates to Phase 7 of the Bretagne development and as set forth herein:

SECTION 1. The above recitals are incorporated in this Second Amendment as if the recitals were set out in this Second Amendment in their entirety.

SECTION 2. The opening paragraph of the Development Agreement is amended to read:

/This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASE 7 (the "Agreement"), is made and entered into as of the [REDACTED] day of [REDACTED], 2018, by and among STKR BRETAGNE, LLC, a South Carolina limited liability company ("Developer"), MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH ("Carrouth"); PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte"), ROBERT E.

PEARCE AND SUSAN J. PEARCE (“Pearce”) and the COUNTY OF LANCASTER (the “County”), a political subdivision of the State of South Carolina./

SECTION 3. The first recital of the Development Agreement is amended to read:

/WHEREAS, Developer is developing certain real property, consisting of fifty-eight and 97/100 (58.97) acres, more or less, located in the County and known as Phase 7 of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;/

SECTION 4. The definitions in Section 1.02 of the Development Agreement for “Agreement”, “Carrouth”, “Developer”, “Owners”, “Parties” and “Rowland” are amended to read, and definitions for “Second Amendment”, “Ordinance No. 2018-1551”, “Pulte” and “Pearce” are added:

/(2) ‘Agreement’ means this Development Agreement among County, Developer, Carrouth, Pulte, and Pearce as it relates to the development of Phase 7 and as amended by the Second Amendment.

(3) “Carrouth” means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Michael D. Carrouth, as Trustee under the Will of Arnold Carrouth.

(6) ‘Developer’ means STKR Bretagne, LLC, a South Carolina limited liability company, as successor developer, and its successors in title to the Property who undertake Development of the Property.

(10A) ‘Ordinance No. 2018-1551’ means Ordinance No. 2018-1551 of the County approving the Second Amendment.

(11) ‘Owners’ means Carrouth, Pulte and Pearce.

(12) ‘Parties’ means County, Developer, and Owners.

(14) Reserved.

(14A) ‘Second Amendment’ means the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) approved by passage of Ordinance No. 2018-1551.

(15A) ‘Pearce’ means the owner of the Pearce Tract, as identified in Exhibit A, more specifically being Robert E. Pearce and Susan J. Pearce.

(17) “Pulte” means the owner of the Pulte Tract, as identified in Exhibit A, more specifically being Pulte Home Company, LLC./

SECTION 5. Section 1.04 of the Development, relating to Property, is amended to read:

/This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as Phase 7 of the Bretagne development./

SECTION 6. Section 1.06(A) of the Development Agreement, relating to Permitted Uses (Development Uses), is amended to read:

/The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being one hundred and eight (108) single-family residential lots. Density is limited to one hundred and eight (108) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B./

SECTION 7. Section 1.06(B) of the Development Agreement, relating to Permitted Uses (Model Homes), is amended to read:

/Prior to the installation of water and sewer for Phase 7 of the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits for model single family residences for sale (“Model Homes”). The Model Homes may be connected to temporary water and sewer services, including septic tanks, *provided, that*, the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, *provided, that*, the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes./

SECTION 8. Section 1.09(D) of the Development Agreement, relating to Burdens and Benefits, is amended to read:

/(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Pulte is executing this Agreement solely as the owner of the Pulte Tract, as identified in Exhibit A; and (iii) Pearce is executing this Agreement solely as the owner of the Pearce Tract, as identified on Exhibit A.

(2) Developer acknowledges and agrees that it: (i) is responsible for the development of the Carrouth Tract, the Pulte Tract and the Pearce Tract; and (ii) will develop the Carrouth Tract, the Pulte Tract and the Pearce Tract in accordance with the terms and conditions of this Agreement.

(3) Carrouth acknowledges and agrees that: (i) Developer is responsible for the Development of the Carrouth Tract; (ii) if Developer does not acquire title to the Carrouth Tract, then Carrouth or its successor in interest will develop the Carrouth Tract in accordance with this Agreement and is responsible for Developer’s obligations pursuant to this Agreement but only for those obligations applicable to the Carrouth Tract.

(4) Pulte acknowledges and agrees that: (i) Developer is responsible for the Development of the Pulte Tract; (ii) if Developer does not acquire title to the Pulte Tract, then Pulte or its successor in interest will develop the Pulte Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pulte Tract.

(5) Pearce acknowledges and agrees that: (i) Developer is responsible for the Development of the Pearce Tract; (ii) if Developer does not acquire title to the Pearce Tract, then Pearce or its successor in interest will develop the Pearce Tract in accordance with this Agreement and is responsible for Developer's obligations pursuant to this Agreement but only for those obligations applicable to the Pearce Tract./

SECTION 9. Section 1.10 of the Development Agreement, relating to Term, is amended to read:

/The term of this Agreement commences on the Effective Date of the Second Amendment to this Agreement and terminates on June 3, 2026./

SECTION 10. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended to read:

/Representations and Warranties of Developer and Owners. (A) Developer and Owners represent that the number of acres of highland contained in the Property is forty-seven and 18/100 (47.18) acres.

(B) Developer represents that as of the date of this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this agreement except to the extent that Developer has a contract to purchase the Pearce Tract./

SECTION 11. Section 3.01(B) of the Development Agreement, relating to Vested Right to Develop, is amended to read:

/County agrees that the specific Laws and Land Development Regulations in force as June 4, 2007, unless another date is otherwise specified in this Agreement, as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement./

SECTION 12. Section 3.03(A) of the Development Agreement, relating to Applicability of Subsequently Adopted Laws and Land Development Regulations, is amended to read:

/County may apply laws adopted after June 4, 2007, to the development of the Property only if the County Council holds a public hearing and determines:

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

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

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

(4) that substantial changes have occurred in pertinent conditions existing on June 4, 2007, which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer./

SECTION 13. Section 4.02 of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

/Developer agrees to pay to the County THREE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$378,000.00) (computed by multiplying 108 units times \$3500) (the “County Payment”). This amount may not be decreased if the Developer’s plans result in less than 108 units for the Property. This amount shall be paid in two installments, each in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00). The first installment payment shall be paid on a date which is not later than forty-five days following the third reading approval of the Second Amendment to the Development Agreement. The second installment payment shall be paid on the date which is the earlier to occur of (1) the sale of any parcel within the Property comprising Phase 7 by the Developer to a third party or the transfer of development rights by the Developer to a third party; or (2) June 30, 2019.. The determination of the specific use by the County for the County Payment is at the sole discretion of the County Council./

SECTION 14. Section 4.03 of the Development Agreement, relating to Payment of Costs, is amended to read:

/Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 28, 2019, for the County’s reasonable unreimbursed actual costs related to this Agreement, including the costs related to the Second Amendment and the Amended Development Agreement for Bretagne Phase 7. The foregoing cost reimbursement is capped at [REDACTED] (\$ [REDACTED]) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663./

SECTION 15. Section 4.05(A)(4) of the Development Agreement, relating to Roads (Landscape Easement), is amended to read:

/Reserved./

SECTION 16. Section 4.05(A)(5) of the Development Agreement, relating to Roads (Sunset Hollow Road), is amended to read:

/A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the Pearce Tract, as identified in Exhibit A. Developer agrees to seek the closure and abandonment of Sunset Hollow Road. County and Pearce agree to cooperate with the Developer in the closure and abandonment of Sunset Hollow Road. Prior to closure and abandonment of Sunset Hollow Road, Developer agrees to provide Pearce with an access route to the Pearce Tract that is acceptable to Pearce. Upon closure and abandonment of Sunset Hollow Road, County is not responsible for maintenance of Sunset Hollow Road and is not responsible for construction and maintenance of any access road to the Pearce Tract./

SECTION 17. Section 4.05(D) of the Development Agreement, relating to Storm Water Management, is amended to read:

/Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowner's association established for the Bretagne Phase 7 development. County is not responsible for any construction or maintenance costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development./

SECTION 18. Section 4.06 of the Development Agreement, relating to Library Books, is amended to read:

/Reserved./

SECTION 19. The Development Agreement is amended by adding immediately following Section 4.06:

/Section 4.07. Carolina Thread Trail. (A) Developer agrees to grant to the County an easement along or near Sugar Creek in the common open space area of the Property (the "Easement"). The form of the Easement Agreement is attached to this Agreement as Exhibit G, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Easement Agreement includes a description and plat of the Easement.

(B) Developer agrees that the Easement Agreement and Easement plat shall be recorded prior to the approval of the subdivision plat.

(C) Developer is responsible for the costs and expenses of granting the Easement./

SECTION 20. Section 5.01 of the Development Agreement, relating to Notices, is amended to read:

/Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

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

With Copy to (which shall not constitute notice):
 County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

And to Developer: STKR Bretagne, LLC
 Attn: Jeffrey Kronengold
 201 S.E. 12th Street, Suite 100
 Fort Lauderdale, FL 33316

And to Carrouth: Michael D. Carrouth
 Fisher & Phillips
 1320 Main Street, Suite 750
 Columbia, SC 29201

With Copy to (which shall not constitute notice):
 Michael W. Tighe, Esquire
 Callison Tighe & Robinson, LLC

1812 Lincoln Street, Suite 200
Columbia, SC 29201

And to Pulte: Pulte Home Corporation
Attn: Steve Francis, Division President
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226

With Copy to (which shall not constitute notice):

Pulte Home Corporation
Attn: Mark McIntyre
1225 Crescent Green Drive, Suite 110
Cary, NC 27518

And to Pearce: Robert E. Pearce and Susan J. Pearce
1107 Sunset Hollow Rd
Indian Land, SC 29707

SECTION 21. Section 5.02(B) of the Development Agreement, relating to Amendments (Major Modifications), is amended to read:

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

SECTION 22. Section 5.03 of the Development Agreement, relating to Periodic Reviews, is amended to read:

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

SECTION 23. Exhibit A to the Development Agreement, relating to Property, is amended to read:

/Exhibit A
Property

Carrouth Tract

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, “ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC”, dated April 13, 2007 and recorded on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00

Pulte Tract

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as “PORTION ‘A’ OF REMAINDER TRACT 1”, PORTION ‘B’ OF REMAINDER TRACT 1”, REMAINDER TRACT 2, SUBTRACT 2”, AND “TRACT 4” on that certain survey entitled, “ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina” dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-001.01

Pearce Tract

All that certain piece, parcel or lot of land, lying and being situate in Indian Land Township, County of Lancaster, State of South Carolina on Sunset Hollow road and being designated as 1.00 acres, more or less, and according to a survey thereof recorded as Plat #11427 in the Office of the Clerk of Court for Lancaster County, South Carolina. Said Plat is hereby incorporated for a more complete description.

DERIVATION: This being the same property conveyed to Robert E. Pearce and Susan J. Pearce by deed from Clover Community Bank dated April 16, 2012 and recorded May 4, 2012 in Deed Book 665 at Page 334 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.02/

SECTION 24. Paragraph 1 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/All trees, shrubs and other vegetation may be cleared from each lot within Bretagne Phase 7; provided, however, trees and other non-invasive natural vegetation within the designated buffer areas of Bretagne Phase 7 shall be preserved./

SECTION 25. Paragraph 6 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Reserved./

SECTION 26. Paragraph 7 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: Bretagne Phase 7 shall have a minimum block length of four hundred feet (400') as measured from road centerline to road centerline./

SECTION 27. Paragraph 10 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following front and side setbacks for corner lots in Bretagne Phase 7 is approved: the front yard setback is not less than twenty-five feet (25'), the side yard setback on the corner is not less than fifteen feet (15'), and the side yard setback on the interior is not less than ten (10'), provided that they may be reduced to eight (8) feet in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade./

SECTION 28. The Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended by adding immediately following Paragraph 11:

- /12. The roads or conditions set forth herein shall be solely applicable to the real property comprising Bretagne Phase 7, which includes the Carrouth Tract, Pulte Tract and Pearce Tract as more particularly described on Exhibit A. Road names are set forth on Exhibit F.*

13. Stream buffers may be temporarily impacted for grading and utility activities so long as the impacted buffer areas are re-vegetated and no impervious surfaces are placed over impacted buffer areas except for road crossings, trails, and utility structures./

SECTION 29. The Density and Acreage Information portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Density and Acreage Information

- The total number acres used to calculate density was original 302.22 for a total overall density for all phases of Bretagne of 400 dwelling units.
- The overall density for the Bretagne development was a total of 400 dwelling units. Phases 1 through 6 have used 274 dwelling units, leaving 126 dwelling units available for Phase 7. The Developer has agreed to reduce the overall available dwelling units from 126 to 108 dwelling units for Phase 7./

SECTION 30. Exhibit C to the Development Agreement, relating to Development Schedule, is amended to read:

/Exhibit C
Development Schedule

Calendar Year <u>Beginning January 1</u>	Units Commenced/Completed <u>Single Family Units</u>
2018	0
2019	0
2020	15
2021	15
2022	20
2023	20
2024	20
2025	10
2026	8
	/

SECTION 31. Paragraph (A) of Exhibit D to the Development Agreement, relating to Required Information, is amended to read:

/(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. Developer represents that as of the Effective Date of the Second Amendment to this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to

which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the legal only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract./

SECTION 32. Exhibit E to the Development Agreement, relating to Laws and Land Development Regulations, is amended to read:

/Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2018-1551 approving the Second Amendment to this Development Agreement./

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 33. Exhibit F of the Development Agreement, relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with the following Exhibit F:

INSERT NEW EXHIBIT F.

SECTION 34. The Development Agreement is amended by adding immediately following Exhibit F: NOTE: Developer will be providing additional comments to the form Trail Easement Agreement prior to Council Meeting on November 12.

/Exhibit G
Carolina Thread Trail Easement Agreement

This EASEMENT AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2018 (the “Effective Date”), by _____, a _____ (the “Grantor”); and LANCASTER COUNTY, a political subdivision of the State of South Carolina (the “County”).

WITNESSETH:

WHEREAS, Grantor is the developer of certain property located in Lancaster County, South Carolina, which property is more particularly described on Exhibit A attached hereto (the “Property”) and is the owner of the Trail Easement Area and Access Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

1. Trail Easement. The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement as depicted on the Preliminary Plat for Bretagne Phase 7 as approved by the County, running on, over and through the portion of the Property identified as “_____” on the survey attached hereto as Exhibit B and incorporated herein (the “Easement Survey”) for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as “runs” or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County’s contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the “Trail Easement”). The Trail Easement shall include the right but not the obligation to construct, install, use and

maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities. Notwithstanding any other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

2. Access Easement. Note: Bretagne Phase 7 has access through Regions Blvd. which is a private, gated access road within Bretagne Phases 1, 2 and 3. Consequently, we cannot provide the access easement over these private roads, nor is there any designated area within the development for parking and accessing the trail. Such public access to this section of the trail will have to be elsewhere along the overall Thread Trail.

3. Easement for Signage. The Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement and Access Easement to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to for the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

4. Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement and Access Easement; provided, however, Grantor shall be responsible, at its expense, for damage caused to the Trail Easement and Access Easement by Grantor or their employees, contractors, or agents. (Note: The Trail Easement is being dedicated for the County's use as a public recreational facility. Any "invitees" would be members of the public with rights to use the trail only because of the dedication to the County for such public use. Accordingly, there are no "invitees" of Grantor, and Grantor should not be responsible for any damage caused by members of the public using the trail.

5. Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents and any property owners association located within the [Insert name of neighborhood] in Lancaster County, South Carolina ("POA"), reserves the right to cross the Trail Easement as reasonably necessary to perform work for the benefit of the Grantor's and POA's land, provided the County is given at least 2 weeks' prior written notice of any action reasonably requiring closure of the Trail Easement or Access Easement to the public is provided to both the County Administrator and County Attorney by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing. This provision notwithstanding, in the event of an emergency situation in which it is not possible for Grantor or POA to provide 2 weeks notice, less than 2 weeks notice may be provided for such emergency purposes only.

6. Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 6.

7. Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

8. Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

9. Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

10. Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.

11. Entire Agreement. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

12. Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the Effective Date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____(SEAL)

Name: _____

Witness

Its: _____

STATE OF _____)

COUNTY OF _____)

I, _____, a Notary Public for the State of _____, do
hereby certify that _____, _____ of
_____, a _____, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day
and year first above written.

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness

By: _____(SEAL)
Steve Willis, County Administrator

Witness

Attested By: _____ (SEAL)
Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby
certify that Steve Willis, County Administrator of the County of Lancaster, South Carolina,
attested by Sherrie Simpson, the Clerk to Council of the County of Lancaster, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey/

SECTION 35. Developer agrees to record this Second Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this Second Amendment.

SECTION 36. (A) Developer and County agree that the County Administrator is authorized to publish an Amended Development Agreement for Bretagne Phase 7 based on the Development Agreement as originally executed and recorded as amended by this Second Amendment (the "Amended Development Agreement Phase 7"). County and Developer agree to cooperate with

the execution of the Amended Development Agreement Phase 7. The Amended Development Agreement Phase 7 applies to Phase 7 of the Bretagne development.

(B) Upon execution of this Second Amendment by the parties to it, the Development Agreement applicable to Phase 7 of the Bretagne development consists of the Development Agreement as originally executed and recorded, as amended by this Second Amendment.

SECTION 37. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

SECTION 38. This Second Amendment is effective on the Effective Date.

SIGNATURES ON THE FOLLOWING PAGES.

WITNESSES:

STKR Bretagne, LLC,
a South Carolina limited liability company

BY: _____

ITS:

DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

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

SIGNATURE OF THE CARROUTH TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE CARROUTH TRACT

BY:

Michael D. Carrouth, as Trustee under the
Will of Arnold Carrouth

DATE: _____, 2018

STATE OF _____)

)

PROBATE

COUNTY OF _____)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Michael D. Carrouth as Trustee under the Will of Arnold Carrouth is duly authorized to sign, seal and as his act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

SIGNATURE OF THE PULTE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PULTE TRACT:

Pulte Home Company, LLC,
a Michigan limited liability company

BY: _____

ITS:
DATE: _____, 2018

STATE OF _____)

_____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2018.

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

SIGNATURE OF THE PEARCE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PEARCE TRACT:

BY: _____
 Robert E. Pearce

ITS:
 DATE: _____, 2018

BY: _____
 Susan J. Pearce

DATE: _____, 2018

STATE OF _____)
)
 COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Robert E. Pearce and Susan J. Pearce, sign, seal and as their act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

 First Witness Signs Again Here

Seal

SWORN to before me this
 ____ day of _____, 2018.

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2018

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

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

First Witness Signs Again Here

Seal

SWORN to before me this
_____ day of _____, 2018.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A
Property Description

Bretagne

Exhibit A
Property

Carrouth Tract

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, "ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC", dated April 13, 2007 and recorded on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00

Pulte Tract

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as "PORTION 'A' OF REMAINDER TRACT 1", PORTION 'B' OF REMAINDER TRACT 1", REMAINDER TRACT 2, SUBTRACT 2", AND "TRACT 4" on that certain survey entitled, "ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina" dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-001.01

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

Pearce Tract

All that certain piece, parcel or lot of land, lying and being situate in Indian Land Township, County of Lancaster, State of South Carolina on Sunset Hollow road and being designated as 1.00 acres, more or less, and according to a survey thereof recorded as Plat #11427 in the Office of the Clerk of Court for Lancaster County, South Carolina. Said Plat is hereby incorporated for a more complete description.

DERIVATION: This being the same property conveyed to Robert E. Pearce and Susan J. Pearce by deed from Clover Community Bank dated April 16, 2012 and recorded May 4, 2012 in Deed Book 665 at Page 334 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.02

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Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the proposed layout shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. All trees, shrubs and other vegetation may be cleared from each lot within Bretagne Phase 7; *provided, however*, trees and other non-invasive natural vegetation within the designated buffer areas of Bretagne Phase 7 shall be preserved.;
2. Each lot, prior to the issuance of a certificate of occupancy for a dwelling thereon, shall have planted on it no fewer than two new hardwood trees of at least three inch caliper at chest height.
3. Side setbacks shall be ten (10) feet on both sides of each lot (total of twenty (20) feet), provided that they may be reduced to eight (8) feet on either or both sides, in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
4. In order to avoid regulated or protected environmentally sensitive areas, Developer shall have the right to:
 - a. reduce density;
 - b. reconfigure the lot layout around the environmentally sensitive areas;
5. Front setbacks shall be twenty-five (25') feet, and rear setbacks shall be twenty-five (25') feet.
6. Reserved.
7. The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: Bretagne Phase 7 shall have a minimum block length of four hundred feet (400') as measured from centerline to road centerline.
8. The following exception to Section 13.7.9.2 of the UDO (Residential Block Width) is approved: the minimum two tier block width does not apply in Villages 3 and 4, as depicted on Exhibit F.
9. The following exception to Section 10.6(17) of the UDO (New Subdivision or Commercial Development Signs) is approved: in lieu of the thirty-two (32) square foot maximum, the maximum sign surface area shall not exceed fifty (50) square feet.

10. The following front and side setbacks for corner lots in Bretagne Phase 7 is approved: the front yard setback is not less than twenty-five feet (25'); the side yard setback on the corner is not less than fifteen feet (15'); and the side yard setback on the interior is not less than ten (10'), provided that they may be reduced to eight (8) feet in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade.
11. The following exception to Section 12.11.2 of the UDO (Street Yard Landscaping) and Section 13.8.3(p) of the UDO (Final Plat, Performance Guarantee) is approved: in lieu of the Developer planting the trees required by Section 12.11.2 of the UDO or providing a performance guarantee as required by Section 13.8.3(p), the owner of each individual lot shall be responsible for planting the trees required by Section 12.11.2 and the trees must be planted before a certificate of occupancy may be issued for the property.
12. The roads or conditions set forth herein shall be solely applicable to the real property comprising Bretagne Phase 7, which includes the Carrouth Tract, Pulte Tract and Pearce Tract as more particularly described on Exhibit A. Road names are set forth on Exhibit F.
13. Stream buffers may be temporarily impacted for grading and utility activities so long as the impacted buffer areas are re-vegetated and no impervious surfaces are placed over impacted buffer areas except for road crossings, trails, and utility structures.

Density and Acreage Information

- The total number acres used to calculate density was originally 302.22 for a total overall density for all phases of Bretagne of 400 dwelling units.
- The overall density for the Bretagne development was a total of 400 dwelling units. Phases 1 through 6 have used 274 dwelling units, leaving 126 dwelling units available for Phase 7. The Developer has agreed to reduce the overall available dwelling units from 126 to 108 dwelling units for Phase 7.

Exhibit C
Development Schedule

<u>Calendar Year</u> <u>Beginning January 1</u>	<u>Units Commenced/Completed</u> <u>Single Family Units</u>
2018	0
2019	0
2020	15
2021	20
2022	20
2023	20
2024	10
2025	8
2026	

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Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer represents that as of the Effective Date of the Second Amendment to this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the legal only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.05.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.

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

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

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

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

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

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

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

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

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

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

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

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

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

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

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned.* See Section 1.09(B), Section 3.05 and Section 5.12.

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Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of May 22, 2006. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of May 22, 2006. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.
6. Ordinance No. 2018-1551 approving the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7).

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Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

Exhibit F
Overall Development Plan

NOTE: Exhibit F of the Development Agreement relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with the following Exhibit F:

Exhibit G
Carolina Thread Trail Easement Agreement

Commented [JK1]: NOTE: Developer will be providing additional comments to the form Trail Easement Agreement prior to Council Meeting on November 12.

This EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2018 (the "Effective Date"), by _____, a _____ (the "Grantor"); and LANCASTER COUNTY, a political subdivision of the State of South Carolina (the "County").

WITNESSETH:

WHEREAS, Grantor is the developer of certain property located in Lancaster County, South Carolina, which property is more particularly described on Exhibit A attached hereto (the "Property") and is the owner of the Trail Easement Area and Access Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

Trail Easement. The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement as depicted on the Preliminary Plat for Bretagne Phase 7 as approved by the County, running on, over and through the portion of the Property identified as "_____" on the survey attached hereto as Exhibit B and incorporated herein (the "Easement Survey") for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as "runs" or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County's contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the "Trail Easement"). The Trail Easement shall include the right but not the obligation to construct, install, use and maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities. Notwithstanding any other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

Access Easement.

Easement for Signage. The Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement and Access Easement to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to for the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

Commented [JK2]: Note: Bretagne Phase 7 has access through Regions Blvd. which is a private, gated access road within Bretagne Phases 1, 2 and 3. Consequently, we cannot provide the access easement over these private roads, nor is there any designated area within the development for parking and accessing the trail. Such public access to this section of the trail will have to be elsewhere along the overall Thread Trail.

Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement and Access Easement; provided, however, Grantor shall be responsible, at its expense, for damage caused to the Trail Easement and Access Easement by Grantor or their employees, contractors, or agents.

Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents and any property owners association located within the [Insert name of neighborhood] in Lancaster County, South Carolina ("POA"), reserves the right to cross the Trail Easement and as reasonably necessary to perform work for the benefit of the Grantor's and POA's land, provided the County is given at least 2 weeks' prior written notice of any action reasonably requiring closure of the Trail Easement or Access Easement to the public is provided to both the County Administrator and County Attorney by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing. This provision notwithstanding, in the event of an emergency situation in which it is not possible for Grantor or POA to provide 2 weeks' notice, less than 2 weeks' notice may be provided for such emergency purposes only.

Commented [JK3]: Note: The Trail Easement is being dedicated for the County's use as a public recreational facility. Any "invitees" would be members of the public with rights to use the trail only because of the dedication to the County for such public use. Accordingly, there are no "invitees" of Grantor, and Grantor should not be responsible for any damage caused by members of the public using the trail.

Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 6.

Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.

Entire Agreement. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the Effective Date first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____(SEAL)

Name: _____

Witness

Its: _____

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public for the State of _____, do hereby
certify that _____ of _____,
a _____, personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day
and year first above written.

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness

By: _____ (SEAL)
Steve Willis, County Administrator

Witness

Attested By: _____ (SEAL)
Sherrie Simpson, Clerk to Council

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby
certify that Steve Willis, County Administrator of the County of Lancaster, South Carolina,
attested by Sherrie Simpson, the Clerk to Council of the County of Lancaster, South Carolina,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

Witness my hand and official stamp or seal this _____ day of _____, 2018.

[Stamp/Seal]

Notary Public
Name of Notary: _____
My Commission Expires: _____

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey

The Lancaster News

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

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, November 26, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001.01, 0006-00-003.00, and 0006-00-003.02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF PUBLIC HEARING LANCASTER COUNTY PLANNING COMMISSION

The Lancaster County Planning Commission has scheduled a public hearing for Tuesday, October 16, 2018, at 6:00p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). This public hearing is one of the two required public hearings for the Second Amendment. County Council will hold the second public hearing on the Second Amendment on Monday, November 26, 2018, at 6:00p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001.01, 0006-00-003.00, and 0006-00-003.02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

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

Pursuant to S.C. Code§ 6-31-50 and Ordinance No. 663, the Lancaster County Council gives notice of its intent to consider a proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). Two public hearings will be held on the Second Amendment. A public hearing will be held by the Lancaster County Council at 6:00p.m., on Monday, November 26, 2018, in County Council Chambers, second floor of the County Administration Building located at 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001 .01, 0006-00-003.00, and 0006-00-003 .02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

Notice was published in The Lancaster
2018.

Wing G. Gumbel
Notary Public of South Carolina

The Lancaster News

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

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, November 26, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7

The first to receive help from Lancaster will be our neighboring counties, then anywhere else first responders may be needed in the state. He said Fire Rescue will always maintain a good presence of resources in the county even if some of its first responders are deployed elsewhere. Player said first responders will be out around the county all weekend, but he has advised them to drive slower when responding to emergencies because of high wind speeds. Strong winds can tip over any said deputies will be County Sheriff's Office, man for the Lancaster Doug Barfield, spokes- go home around 1 p.m. er policy and let staffers der its inclement-weather was operating Friday un- Huttles said the city flowing through it. ing Street to keep water treatment plant off Meet- added to the wastewater Another pump was Road, Grant said. Street and Plantation Avenue, North Main Market Street, Clinton to flood include North in the city that are likely Some low-lying areas ways." said. drive on flooded road- "People have to use some control, then we'll begin to make decisions on who we will help," he said.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of September 11, 2018.

Bonnie G. Guss

Notary Public of South Carolina

My Commission Expires
January 13, 2021

CAROLINA GATEWAY

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

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, November 26, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001.01, 0006-00-003.00, and 0006-00-003.02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

NOTICE OF PUBLIC HEARING LANCASTER COUNTY PLANNING COMMISSION

The Lancaster County Planning Commission has scheduled a public hearing for Tuesday, October 16, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). This public hearing is one of the two required public hearings for the Second Amendment. County Council will hold the second public hearing on the Second Amendment on Monday, November 26, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001.01, 0006-00-003.00, and 0006-00-003.02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single-family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

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

Pursuant to S.C. Code§ 6-31-50 and Ordinance No. 663, the Lancaster County Council gives notice of its intent to consider a proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). Two public hearings will be held on the Second Amendment. A public hearing will be held by the Lancaster County Council at 6:00 p.m., on Monday, November 26, 2018, in County Council Chambers, second floor of the County Administration Building located at 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7 of the Bretagne Development. The tax map numbers for the property are 0006-00-001.01, 0006-00-003.00, and 0006-00-003.02. Among other things, the Second Amendment applies only to Phase 7 of the Bretagne Development, it updates the name of the developer and parties to the Development Agreement (Bretagne), extends the term, reduces the number of single-family residential lots, provides for an easement for the Carolina Thread Trail, amends the amount of monies payable to Lancaster County, removes certain properties and updates the exhibits. The primary development use approved for the property is single family residential dwelling units. A copy of the proposed Second Amendment may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

Notice was published in CAROLINA
12, 2018.

Levin G. Gumb
ary Public of South Carolina

CAROLINA GATEWAY

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

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, November 26, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on the proposed Second Amendment to the Development Agreement for Bretagne between Lancaster County, South Carolina and Bretagne Holdings, LLC, more specifically, the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) (the "Second Amendment"). In addition to the County Council public hearing, the Lancaster County Planning Commission will hold a public hearing on the Second Amendment on Tuesday, October 16, 2018, at 6:00 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the Second Amendment. The property subject to the Second Amendment is approximately 58.97 acres, is located in the panhandle area of the County off of Barberville Road, and is generally identified as Phase 7

ance and pension, life insurance, and an on-site nurse practitioner, along with other perks. The job fair, which will deal only with these county government positions, will be 4-7 p.m. Sept. 20 in council chambers at the Lancaster County Administration Building, 101 N. Main St., Lancaster. "The idea behind this was to give Lancaster County citizens an opportunity to look at positions where they can work in their own hometown," Kennen-ton said. Applications are available at www.mylan-cast-ersc.org and the county's Facebook page.

designated the new Van Wyck Elementary School and new Indian Land High School, is one of four finalists for a sustainable business leadership award in the Community Change Agent - Professional Services category. The new high school is seeking to be LEEDS certified when it is complete in 2020 (see related story on page 1). This award goes to a leader, organization, company or governmental entity that has demonstrated leadership in sustainability at an exceptional scale. This is demonstrated through their commitment and impact through such activities as LEED (Leadership in Energy and Environmental Design) and other certifications, GRESB reporting or other verified

This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of *September 12, 2018.*

Benita G. Gush

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Paul Moses
Department:	Airport Manager
Date Requested to be on Agenda:	November I&R and Admin Comm./ November 26, 2018 Council meeting

Issue for Consideration:

Updated Airport Capital Improvement Plan (ACIP) for Lancaster County Airport – McWhirter Field (LKR).

Points to Consider:

This has been approved by the Airport Commission for recommendation to County Council. Paul Moses and Airport Engineer Ken Holt will be present to explain the projects and the benefits thereof.

If approved by Council this updated ACIP will be sent to the FAA Atlanta Office for inclusion in their database.

Also requested by the Airport Commission is Council authorization for the County Administrator to execute documents related to two projects; the pre-applications for the Apron Rehabilitation Construction and Terminal Area Plan.

Funding and Liability Factors:

The initial projects, up through Terminal Design, are the standard 90% federal, 5% state, and 5% local match. As you will note, the shares start to change when you are looking at buildings versus in-ground infrastructure and design work. These have been noted on the proposed ACIP.

Council Options:

Approve or reject the updated ACIP.

Staff Recommendation:

Approve the updated ACIP.

Committee Recommendation:

Airport Commission recommends approval. Both the Administrative Committee and the I&R Committee recommended approval.

Lancaster County Airport (LKR) Capital Improvement Plan (CIP) FFY 2020 - FFY 2024

FFY 2018 & FFY 2019 shown for reference

Federal Fiscal Year (FFY)	Project	Phase	Cost	FAA Share	SCAC Share	Sponsor Share
2018	Apron Rehabilitation	Design	\$131,496	\$118,346	\$6,575	\$6,575
	Total		\$131,496	\$118,346	\$6,575	\$6,575
2019	Entitlements		\$0	\$150,000	\$118,346	\$31,654
	Apron Rehabilitation	Construction	\$800,000	\$720,000	\$40,000	\$40,000
2020	Total		\$800,000	\$720,000	\$40,000	\$40,000
	Entitlements		\$31,654	\$150,000	\$720,000	\$538,346
2021	Terminal Area Plan	Planning	\$90,000	\$81,000	\$4,500	\$4,500
	Total		\$90,000	\$81,000	\$4,500	\$4,500
2022	Entitlements		\$0	\$150,000	\$81,000	\$69,000
	Terminal Building	Design	\$250,000	\$225,000	\$12,500	\$12,500
2023	Total		\$250,000	\$225,000	\$12,500	\$12,500
	Entitlements		\$69,000	\$150,000	\$225,000	\$6,000
2024	Roll Over Entitlements		\$0	\$150,000	\$0	\$150,000
	Terminal Building	Construction	\$1,300,000	\$300,000	\$500,000	\$500,000
2025	Total		\$1,300,000	\$300,000	\$500,000	\$500,000
	Entitlements		\$150,000	\$150,000	\$300,000	\$0
2026	100' X 100' Hangar	Construction	\$1,200,000	\$150,000	\$0	\$1,050,000
	Total		\$1,200,000	\$150,000	\$0	\$1,050,000
2027	Entitlements		\$0	\$150,000	\$150,000	\$0
FAA Total (FFY 2020 through FFY 2024)				\$756,000		

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

Note: SCAC does not participate in funding revenue producing facilities such as hangars.

November 2, 2018

Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Clay Catoe
Department:	EMS
Date Requested to be on Agenda:	November 26, 2018

Issue for Consideration:

Acceptance of State DHEC Grant.

Points to Consider:

This is an annual grant from DHEC. It is formula driven and is not a competitive grant.

The grant this year will be utilized to acquire laptop computers for use in the ambulances. These are used to complete, store, and transmit to the receiving hospital the run report.

Funding and Liability Factors:

Grant funding of \$10,275; local match of \$1,512.

Grant match would come from the grant match budget.

Council Options:

Accept or reject the grant.

Staff Recommendation:

Accept the grant with the local match coming from the grant match account.

Committee Recommendation:

Favorable from the Administrative Committee. The Public Safety Committee will meet prior to the Council meeting and can report at that time.

QUOTE CONFIRMATION



DEAR RANDALL REYNOLDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KFDB836	10/24/2018	KFDB836	1494501	\$11,786.52

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Core i7 7500U - 16 GB RAM - 512 GB SSD Mfg. Part#: CF-33BFWLZVM UNSPSC: 43211509 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	2	4704316	\$4,719.37	\$9,438.74
Gamber-Johnson Laptop Vehicle Dock GJ-33-LVD0 - docking station - VGA, HDMI Mfg. Part#: GJ-33-LVD0 UNSPSC: 43211602 Contract: Sourcewell Formerly NJPA 100614#CDW Tech Catalog (100614#CDW)	2	4617716	\$737.35	\$1,474.70

PURCHASER BILLING INFO		SUBTOTAL	\$10,913.44
Billing Address: COUNTY OF LANCASTER ACCNTS. PAYABLE PO BOX 1809 LANCASTER, SC 29721-1809 Phone: (803) 285-1565 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$873.08
		GRAND TOTAL	\$11,786.52
DELIVER TO Shipping Address: LANCASTER COUNTY EMS 2006 PAGELAND HWY LANCASTER, SC 29720-7608 Shipping Method: UPS Ground (2- 3 Day)		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION		
	Jason Leake	(866) 209-8030 jasonleake@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/dam/cdw/templates/product-sales.aspx>
For more information, contact a CDW account manager.

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South Carolina General Assembly
122nd Session, 2017-2018

H. 4950

General Appropriations Bill for Fiscal Year 2018-2019
Ratified Version

PART IB
OPERATION OF STATE GOVERNMENT

SECTION 34 - J040 - DEPARTMENT OF HEALTH AND

ENVIRONMENTAL CONTROL

34.8. (DHEC: Emergency Medical Services) Funds appropriated herein for Emergency Medical Services, shall be allocated for the purpose of improving and upgrading the EMS system throughout the state. The monies allocated to the Counties are for the purpose of improving or upgrading the local EMS system through the licensed ambulance services, the monies allocated to the EMS Regional Councils are for the administration of training programs and technical assistance to local EMS organizations and county systems. All additional funds are to be allocated as follows: to the counties at the ratio of eighty-one percent of the additional funds appropriated herein, to the EMS Regions at a ratio of twelve percent of the additional funds appropriated herein and to the state EMS Office at the ratio of seven percent of the additional funds appropriated herein. The Department of Health and Environmental Control shall develop criteria and guidelines and administer the system to make allocations to each region and county within the state, based on demonstrated need and local match. Funds appropriated to Emergency Medical Services shall not be transferred to other programs within the department's budget. Unexpended funds appropriated to the program may be carried forward to succeeding fiscal years and expended for administrative and operational support and for temporary and contract employees to assist with duties related to improving and upgrading the EMS system throughout the state, including training of EMS personnel and administration of grants to local EMS providers. In addition, when instructed by the Executive Budget Office or the General Assembly to reduce funds by a certain percentage, the department may not reduce the funds appropriated for EMS Regional Councils or Aid to Counties greater than such stipulated percentage.

117.21. (GP: Organizations Receiving State Appropriations Report) Each organization receiving a contribution in this act shall render to the state agency making the contribution by November first of the fiscal year in which funds are received, an accounting of how the state funds will be spent, goals to be accomplished, proposed measures to evaluate success in implementing and meeting the goals, a copy of the adopted budget for the current year, and also a copy of the organization's most recent operating financial statement. The funds appropriated in this act for contributions shall not be expended until the required financial statements are filed with the appropriate state agency. No funds in this act shall be disbursed to organizations or purposes which practice discrimination against persons by virtue of race, creed, color or national origin. The State Auditor shall review and audit, if necessary, the financial structure and activities of each organization receiving contributions in this act and make a report to the General Assembly of such review and/or audit, when requested to do so by the State Fiscal Accountability Authority. From the funds an organization receives from a state agency, for accountability purposes, by June thirtieth organizations receiving contributions in this act shall submit a report to the state agency making the contribution that includes an accounting of how the funds were spent and the outcome measures used to determine the success of the stated goals. State agencies receiving such data from organizations shall forward the information to the Chairman of the Senate Finance Committee and the Chairman of the House Ways and Means Committee.



October 3, 2018

Steve Willis
County Administrator
PO Box 1809
Lancaster, South Carolina 29721-1809

Re: FY2018 Grant-in-Aid fund

Dear Mr. Willis:

The South Carolina Department of Health and Environmental Control ("DHEC"), in accordance with Proviso 34.8 of the 2018-2019 Appropriations ("Act"), will distribute state appropriated funds among Counties for the purpose of improving and upgrading the Emergency Medical Services system throughout the state. The funds are allocated in accordance with the following methodology or formula: 50% of the funds appropriated will be allocated equally among the 46 counties in SC and the remaining 50% will be allocated based on the proportion of the population in each county. Lancaster County's allocation for Fiscal Year 2018-2019 is determined to be \$10,274.73.

By signing and returning this letter to DHEC, Lancaster County agrees that it is entitled to a portion of funds and understands how the money was allocated. The funds will be used in accordance with Proviso 34.8 of the Act and any applicable statutes and regulations. Please sign and send the **original** letter to Mary Neely, Grant in Aid, DHEC Bureau of EMS, 2600 Bull Street, Columbia, SC 29201.

Proviso 117.21 in the Miscellaneous Provisions section of the Act requires organizations receiving contributions from DHEC to provide the following documentation by **November 1st** of the year that the funds are to be received:

1. An accounting of how the state funds will be spent;
2. A copy of your adopted budget for the current year; and
3. A copy of your organization's most recent operating financial statement.

In addition to these requirements, Proviso 34.8 requires local matching funds to be provided by the recipients of the allocations. In order to meet these requirements we will need the following:

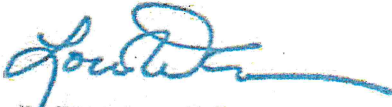
4. Documentation that the receiving party meets the 5.5% matching amount and a description of local Matching funds.

Disbursement of these funds will take place once this information has been received and processed by DHEC. If the funds are used in a manner that is different from what was described in the submission under item #1, you must submit a letter describing the use of the funds with a statement that the funds were spent in accordance with the two Provisos, on or before June 30, 2019.

The above documentation must be sent by mailing paper copies to Mary Neely, Grant in Aid, Bureau of EMS at 2600 Bull Street, Columbia, SC 29201 or by emailing electronic copies to neelymw@dhec.sc.gov. Links to websites will not be accepted.

Please contact Mary Neely at (803) 545-4273 or email at neelymw@dhec.sc.gov if you have any questions or need further assistance.

Sincerely,



for Shelly Bezanson Kelly
Director of Health Regulation

I have reviewed the methodology provided by DHEC and I agree both that the method is reasonable and this is the correct amount using this formula. I also verify that there are local matching funds as indicated. I am an authorized party of Lancaster County to legally commit this organization.

STEVE WILLIS, COUNTY ADMINISTRATOR
Print Name (Authorized Party)

Steve Willis
Signature (Authorized Party)

10-10-2018
Date

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 26, 2018

Issue for Consideration:

Adoption of the 2019 Lancaster County Calendar.

Points to Consider:

This is an annual process as state law requires we adopt and publish a calendar for Council, the Planning Commission, and the Board of Zoning Appeals.

There are no significant changes but we do have a request to bring before Council for consideration. We have been asked to consider adding Veteran's Day as an official County Holiday.

Attached is a report from SCAC regarding County Holidays. Currently 33 of the 46 counties, or 72%, observe Veterans Day. If we add this holiday this would move us from 11 holidays per year to 12 holidays per year. Of the 46 counties the number of holidays ranges from a low of 10 (3 counties) to a high of 15 (1 county). The majority observe 12 holidays (14 counties) or 13 holidays (14 counties). The mode is 12 holidays.

A change would certainly not place us in a position of granting more holidays than average but would bring us up to the average in South Carolina.

This would bring us in line with the state holidays with the exception of Confederate Memorial Day. There is no request to consider such.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the addition of Veterans Day as a County Holiday; adoption of the 2019 County Calendar is required by state law.

Staff Recommendation:

Add Veterans Day.

Committee Recommendation:

Both the Administrative Committee and I&R Committee recommend approval with the inclusion of Veteran's Day as a County holiday. The Public Safety Committee will meet prior to the Council meeting and will report their recommendation at the meeting.

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

County Council meets the second and fourth Monday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:00 p.m. *Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.

			*changed to the 3rd Monday of the month**		
January	Monday	January 14, 2019	August	Monday	August 12, 2019
	Monday	January 28, 2019		Monday	August 26, 2019
February	Monday	February 11, 2019	September	Monday	September 09, 2019
	Monday	February 25, 2019		Monday	September 23, 2019
March	Monday	March 11, 2019	October	Monday	October 14, 2019
	Monday	March 25, 2019		Monday	October 28, 2019
April	Monday	April 08, 2019	November	Tuesday	November 12, 2019
	Monday	April 22, 2019			*Changed due to Veterans Day
May	Monday	May 13, 2019			November 25, 2019
	Tuesday	May 28, 2019 *changed due to Memorial Day*	December	Monday	December 09, 2019
June	Monday	June 10, 2019		December 23, 2019	MEETING CANCELLED (Christmas Holiday)
	Monday	June 24, 2019			
July	Monday	July 15, 2019			

The Lancaster County Community Relations Commission meets the third Thursday in Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 17, 2019	July	Thursday	July 18, 2019
February	Thursday	February 21, 2019	August	Thursday	August 15, 2019
March	Thursday	March 21, 2019	September	Thursday	September 19, 2019
April	Thursday	April 18, 2019	October	Thursday	October 17, 2019
May	Thursday	May 16, 2019	November	Thursday	November 21, 2019
June	Thursday	June 20, 2019	December	Thursday	December 19, 2019

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 03, 2019	July	Thursday	June 27, 2019
February	Thursday	February 07, 2019	August	Thursday	August 01, 2019
March	Thursday	March 07, 2019	September	Thursday	September 05, 2019
April	Thursday	April 04, 2019	October	Thursday	October 03, 2019
May	Thursday	May 02, 2019	November	Thursday	November 07, 2019
June	Thursday	June 06, 2019	December	Thursday	December 05, 2019

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster Council on Aging Building, 309 S. Plantation Road, Lancaster, South Carolina at 11:45 am.

February	Wednesday	February 13, 2019	October	Wednesday	October 09, 2019
April	Wednesday	April 10, 2019	December	Wednesday	December 11, 2019
June	Wednesday	June 12, 2019	Location for the December 11 th meeting only will be at the Lancaster Bowling Center.		
August	Wednesday	August 14, 2019			

The Lancaster County Historical Commission meets the second Tuesday at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.

January	Tuesday	January 08, 2019	July	Tuesday	July 09, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 08, 2019
May	Tuesday	May 14, 2019	November	Tuesday	November 12, 2019
June	Tuesday	June 11, 2019	December	Tuesday	NO MEETING SCHEDULED

The Indian Land Fire Protection District Commission meets the 3rd Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.

January	Wednesday	January 16, 2019	July	Wednesday	July 17, 2019
February	Wednesday	February 20, 2019	August	Wednesday	August 21, 2019
March	Wednesday	March 20, 2019	September	Wednesday	September 18, 2019
April	Wednesday	April 17, 2019	October	Wednesday	October 16, 2019
May	Wednesday	May 15, 2019	November	Wednesday	November 20, 2019
June	Wednesday	June 19, 2019	December	Wednesday	December 18, 2019

The Lancaster County Library Board meets the last Tuesday of the each month at 6:30 pm. The location of the meetings can be held at the Del Webb Library, Lancaster Library or the Kershaw Library. The location will be on the agenda of the each meeting.

January	Tuesday	January 29, 2019	July	Tuesday	July 30, 2019
February	Tuesday	February 26, 2019	August	Tuesday	August 27, 2019
March	Tuesday	March 26, 2019	September	Tuesday	September 24, 2019
April	Tuesday	April 30, 2019	October	Tuesday	October 29, 2019
May	Tuesday	May 28, 2019	November	Tuesday	November 26, 2019
June	Tuesday	June 25, 2019			

The Lancaster Planning Commission meets in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:00 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 3, 2019
	Regular Meeting	Tuesday	January 15, 2019
February	Work Session	Thursday	February 7, 2019
	Regular Meeting	Tuesday	February 19, 2019
March	Work Session	Thursday	March 7, 2019
	Regular Meeting	Tuesday	March 19, 2019
April	Work Session	Thursday	April 4, 2019
	Regular Meeting	Tuesday	April 16, 2019
May	Work Session	Thursday	May 2, 2019
	Regular Meeting	Tuesday	May 21, 2019
June	Work Session	Thursday	June 6, 2019
	Regular Meeting	Tuesday	June 18, 2019
July	Work Session	Thursday	July 4, 2019 WORK SESSION CANCELLED (HOLIDAY)
	Regular Meeting	Tuesday	July 16, 2019
August	Work Session	Thursday	August 1, 2019
	Regular Meeting	Tuesday	August 20, 2019
September	Work Session	Thursday	September 5, 2019
	Regular Meeting	Tuesday	September 17, 2019
October	Work Session	Thursday	October 3, 2019
	Regular Meeting	Tuesday	October 15, 2019
November	Work Session	Thursday	November 7, 2019
	Regular Meeting	Tuesday	November 19, 2019
December	Work Session	Thursday	December 5, 2019
	Regular Meeting	Thursday	December 17, 2019

The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 pm.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 19, 2019	August	Tuesday	August 20, 2019
March	Tuesday	March 19, 2019	September	Tuesday	September 17, 2019
April	Tuesday	April 16, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 21, 2019	November	Tuesday	November 19, 2019
June	Tuesday	June 18, 2019	December	Tuesday	December 17, 2019

The Lancaster Recreation Advisory Board meets on the second Tuesday in the Springdale Recreation Center, 260 South Plantation Road, Lancaster, South Carolina at 6:30 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 08, 2019	July	NO MEETING SCHEDULED	
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 08, 2019
May	Tuesday	May 14, 2019	November	Tuesday	November 12, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

The Lancaster County Board of Zoning Appeals meets on the 1st Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:00 pm.

January	Tuesday	January 01, 2019	July	Tuesday	July 02, 2019
(CANCELLED)			August	Tuesday	August 06, 2019
February	Tuesday	February 05, 2019	September	Tuesday	September 03, 2019
March	Tuesday	March 05, 2019	October	Tuesday	October 01, 2019
April	Tuesday	April 02, 2019	November	Tuesday	November 05, 2019
May	Tuesday	May 07, 2019	December	Tuesday	December 03, 2019
June	Tuesday	June 04, 2019			

The following Boards or Commissions meet at the call of the Chair:

Lancaster County Airport Commission
 Lancaster County Board of Assessment Appeals
 Lancaster County Construction Board of Appeals
 Lancaster County Fire Code Appeals Board
 Lancaster County Transportation Commission

Council Standing Committees

The Public Safety Committee meets the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 5:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 14, 2019	November	Thursday	November 14, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

*Changed due to Veterans Day

The Infrastructure and Regulation Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 14, 2019	November	Thursday	November 14, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

*Changed due to Veterans Day

The Administration Committee meets on the Thursday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times as called by the Chair.

January	Thursday	January 17, 2019	August	Thursday	August 15, 2019
February	Thursday	February 14, 2019	September	Thursday	September 12, 2019
March	Thursday	March 14, 2019	October	Thursday	October 17, 2019
April	Thursday	April 11, 2019	November	Thursday	November 14, 2019
May	Thursday	May 16, 2019	December	Thursday	December 12, 2019
June	Thursday	June 13, 2019			
July	Thursday	July 18, 2019			

HOLIDAY OBSERVANCES FOR THE YEAR 2019

Holiday	Date Observed
New Year's Day	Tuesday, January 1, 2019
Martin Luther King Day	Monday, January 21, 2019
Easter Monday	Monday, April 22, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veterans Day	Monday, November 11, 2019
Thanksgiving Day Day After Thanksgiving	Thursday, November 28, 2019 and Friday, November 29, 2019
Christmas Eve Christmas Day Day after Christmas	Tuesday, December 24, 2019 Wednesday, December 25, 2019 Thursday, December 26, 2019
New Year's Day 2019	Wednesday, January 1, 2020

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	November 26, 2018

Issue for Consideration:

Submission of Transportation Alternative Program grant.

Points to Consider:

This is a grant where the local grant match will be paid for by the Lindsay Pettus Greenway. This grant is for sidewalk in conjunction with the Greenway, the City of Lancaster, and SCDOT.

The sidewalk and pedestrian bridge will be along Woodland Drive and Roddey Drive, both state secondary roads. Because the project is inside the city limits the City of Lancaster will be responsible for future operations and maintenance.

The project will link the Greenway, North Elementary, and Lancaster High School to the City of Lancaster sidewalk network.

Funding and Liability Factors:

\$1,000,000 for the total project; \$100,000 from the Greenway, \$100,000 from the City of Lancaster, and \$800,000 in TAP grant funding from SCDOT.

No liability as the project is inside the city limits.

Council Options:

Because this grant requires no county funding I am authorized to execute the grant. We do however like to make sure that Council is aware of such grants and grant activities.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION

APPLICANT: Lancaster County DATE: _____
ADDRESS: 101 N. Main Street PHONE: 803-416-9508
CITY: Lancaster STATE: SC ZIP: 29721
CONTACT PERSON: Steve Willis TITLE: County Administrator
CONTACT EMAIL: swillis@lancastercountysc.net

PROJECT INFORMATION:

NAME OF PROJECT: Woodland Drive Sidewalks & Roddey Drive Pedestrian Bridge Replacement
BRIEF PROJECT DESCRIPTION: Design and installation of approximately 1,090 linear feet of ADA compliant sidewalk along Woodland Drive. Removal/Replacement of the pedestrian bridge and construct sidewalk along Roddey Drive.
PROJECT LOCATION: Along the north side of Woodland Drive and along Roddey Drive.

LENGTH & TERMINI (i.e. where does project begin & end) (IF APPLICABLE): Beginning at the intersection of N. White Street and Woodland Drive to the intersection of Woodland Drive and Roddey Drive. The project will continue along Roddey Drive and will end at the intersection Roddey Drive and Colonial Avenue.

COUNTY: Lancaster HOUSE DISTRICT: 44 & 45
SENATE DISTRICT: 16 CONGRESSIONAL DISTRICT: 5

PROJECT CATEGORY AND LOCATION OF PROJECT:

(CHECK ONLY THOSE APPLICABLE ACTIVITIES AND LOCATIONS)

- ☐ Provisions of facilities for bicycles
- ☒ Provisions for pedestrians
- ☐ Provisions for streetscaping
- ☐ In urbanized areas of the State with and urbanized area population of over 200,000, also known as a Transportation Management Area (application to be reviewed and approved by appropriate MPO)
- ☒ In areas of the State other than urban areas with a population greater than 5,000
- ☐ In areas of the State with a population less than 5,000

Mail **ORIGINAL** and **SIX(6) COPIES** of application to:
South Carolina Department of Transportation
Local Program Administration Office
955 Park Street, Room 424
P.O. Box 191
Columbia, South Carolina 29202

(PLEASE ANSWER THE FOLLOWING IN SPACES PROVIDED.)

A. ELIGIBILITY DEMONSTRATION: "SEE ATTACHED" IS NOT ACCEPTABLE.

1. Does the project meet the requirements outlined within the **FAST Act**?
☒ YES ☐ NO
2. Does project conform to applicable requirements of Americans with Disabilities Act and any other state or federal laws concurring accessibility?
☒ YES ☐ NO

EXPLAIN BRIEFLY:

The project will provide pedestrians with safer access to businesses and recreational areas. The project will meet the requirements for Fixing America's Surface Transportation Act (FAST Act) as well as the Americans with Disabilities Act (ADA) standard.

B. PROJECT DESCRIPTION: "SEE ATTACHED" IS NOT ACCEPTABLE.

Does the applicant intend to apply to perform the administration and management functions for the project through the Local Public Agency (LPA) process?

☐ YES ☒ NO

Describe all necessary work needed to complete the proposed project. Description should reflect only activities checked under project category:

This project will include the construction of 5' - ADA compliant sidewalk along Woodland Drive, 10' - ADA compliant sidewalk along Roddey Drive and the removal and replacement of the existing 6' - pedestrian bridge along Roddey Drive with a 10' - pedestrian bridge to allow for two way pedestrian and bicycle traffic.

C. MAPS, PLANS, & PHOTOGRAPHS:

Attach project location map(s), project boundary map and site plan. Include photographs of the existing site and/or facility if applicable. COMMENTS:

Please see the attached map.

D. PROJECT COST: "SEE ATTACHED" IS NOT ACCEPTABLE.

Itemize all project elements and costs. List item, description, quantity, unit price, amount, etc. Ensure costs shown are accurate and sufficient to satisfactorily complete all work anticipated in accordance with federal requirements. If the project is located in close proximity to a railroad crossing that does not have automatic gates with flashing light signals (within 500' along the mainline roadway, and within 200' of the mainline roadway on intersecting roads), project funds to upgrade the railroad signals may be required pursuant to federal regulations. All budget item costs for project administration and management to adequately accomplish the work must be shown. These expenses are to include engineering, inspection, and testing in accordance with state and federal requirements. Applicants **MUST** show a 10% contingency fee for the project. (Enter total project cost in Section I – Line I, Page 9.) Itemize below:

Please see the attached estimate.

E. PROPERTY OWNERSHIP:

Identify ownership of ALL property involved in the project. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated:

(NOTE: For all projects on SCDOT rights of way, include with your application either a copy of the approved SCDOT Encroachment Permit or a letter from your SCDOT County Maintenance Office or SCDOT District Office indicating your project appears feasible in concept with specific details to be worked out in an Encroachment Permit.)

The project area is located in the SCDOT rights of way.

F. LOCAL SUPPORT

Describe the level of local support for the proposed project. Attach letters from donors or sponsors committing non-federal share of project costs, commitment or support from sponsors, local government officials and regional organizations. Document the opportunities for public participation in the development of this project.

Please see the attached letters.



July 10, 2018

Machael M. Peterson, CPM
Local Public Agency Administrator
South Carolina Department of Transportation
P.O. Box 191
Columbia, SC 29201

Dear Ms. Peterson:

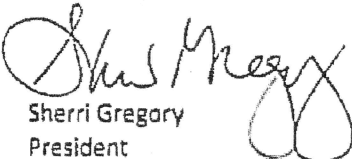
The Lindsay Pettus Greenway enthusiastically supports the TAP Funds applications submitted by the City of Lancaster and Lancaster County for the addition of sidewalks along Woodland Drive. These projects will provide improved pedestrian and cycling connectivity to our central business district on Main Street, Lancaster High School, North Elementary School, several churches, the high school sports facilities, neighborhoods, and apartment complexes, as well as the Lindsay Pettus Greenway.

The Lindsay Pettus Greenway will be a 5+ mile recreational trail meandering along Gills Creek through the City of Lancaster, connecting people to places of interest throughout the City. It will provide a venue for recreation and serve as a safe route for commuting by foot or bike to work, school, and other destinations. Construction on the first phase of the trail, a 2+ mile segment, is expected to begin in third quarter of 2018. This first phase includes the two City parks on Woodland Drive, next to which the sidewalks and aesthetic improvements proposed by these two TAP grant applications will be constructed.

The infrastructure improvements requested in these applications, along with the greenway trail, will also enhance the aesthetic appeal of this area, which is the gateway to our downtown. They will help convey that our community is active, vibrant, and inclusive-- that we value recreation, engagement, education, and attractive public spaces for all of our citizens.

For all of these reasons, The Lindsay Pettus Greenway endorses these applications. A few years ago, after losing our largest employer, Lancaster was ranked by Forbes magazine as the most vulnerable small town in the nation. These grant funds will provide valued aid in our continued efforts to recover and thrive.

Sincerely,


Sherri Gregory
President



Herb Cooper, P.E.
Program Administrator
South Carolina Department of Transportation
P.O. Box 191
Columbia, South Carolina 29201

July 10, 2018

Dear Mr. Cooper:

I am writing to express my support for the City of Lancaster's grant application to SCDOT's Transportation Alternative Program for the construction of a sidewalk along Woodland Avenue and a new pedestrian bridge over Gills Creek along Roddey Drive.

These two projects will greatly enhance the Lindsay Pettus Greenway which will serve as a catalyst to economic growth, downtown revitalization and healthy lifestyles for our citizens. The Chamber's mission is to support our members and community to make Lancaster County a better place to live, work and do business and we believe this will be a significant step in making this goal a reality. Furthermore, these specific improvements included in the grant will further connect Greenway users to our downtown district.

Over the years, I have witnessed first-hand the improved quality of life and economic health of communities that have constructed a pedestrian greenway with good connectivity to its economic center. Those communities have experienced profound development around greenway access points and utilized this as a link to points of interest around their community through everyday walking and biking. The greenways become a key transportation element in the community and to local businesses.

In Lancaster, with Gills Creek flowing through the city, in close proximity to parks, schools, churches, healthcare providers and our downtown businesses, this greenway with the grant additions will link all of these entities in a new and vibrant way providing a much-needed boost to a community still recovering from industry closings and the recession.

As Chamber President, I firmly believe that the Greenway and improvements like the ones included in the TAP Grant will positively impact our citizens quality of life and the economic viability of our city. Thank you in advance for consideration of this grant.

Sincerely,

L. Dean Faile, IOM
President/ CEO
Lancaster County Chamber of Commerce

G.PROJECT MAINTENANCE & MANAGEMENT PLANS:

Describe maintenance and management of the project, including the yearly amount of funds to support activities:
Provide details for long-term maintenance of the project with project yearly maintenance costs.

The City of Lancaster will assume total responsibility for maintenance of the project.

H. DATA UNIVERSAL NUMBER (DUNS NUMBER):

(The federal government requires that all applications for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have DUNS number. The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name of address data for electronic grant application systems. If an applicant needs to obtain a DUNS Number, please call the dedicated toll-free DUNS Number request line a 1-866-705-5711).

I. ENVIRONMENT ASSESSMENT:

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

	<u>IMPACT</u>	
	<u>YES</u>	<u>NO</u>
Displacement of residences or business	<input type="radio"/>	<input checked="" type="radio"/>
Disruption of neighborhoods.....	<input checked="" type="radio"/>	<input type="radio"/>
Impacts agricultural or recreational lands.....	<input type="radio"/>	<input checked="" type="radio"/>
Impacts historical/archaeological sites	<input type="radio"/>	<input checked="" type="radio"/>
Impacts wetlands, streams/lakes, floodplains	<input checked="" type="radio"/>	<input type="radio"/>
Within coastal zone	<input type="radio"/>	<input checked="" type="radio"/>
Endangered species	<input type="radio"/>	<input checked="" type="radio"/>
Air/water quality	<input type="radio"/>	<input checked="" type="radio"/>
Noise.....	<input type="radio"/>	<input checked="" type="radio"/>
Hazardous waste site.....	<input type="radio"/>	<input checked="" type="radio"/>

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Comments:

J. FUNDS REQUESTED, LOCAL MATCH AND SOURCE

LINE 1 - Total project cost (From Section D; Page #5) \$ 1,000,000.00

LINE 2 - Funds requested by applicant \$ 400,000.00
(80%) of line 1, not to exceed \$400,000

LINE 3 - Local Match (Must be at least 20 % of Line 1) \$ 600,000.00
List source of match and amount from each
source

LIST SOURCES (Be Specific)

AMOUNT

A - Lancaster County	\$ <u>100,000.00</u>
B - City of Lancaster	\$ <u>100,000.00</u>
C - TAP Funds applied for by the City of Lancaster	\$ <u>400,000.00</u>
D - _____	\$ _____
E - _____	\$ _____
TOTAL AMOUNT OF MATCH (Should be equal to Line #3 above.)	\$ _____

Is project within a Transportation Management Area (TMA) boundary? ☐ YES ☒ NO

If yes, is the project in the Transportation Improvement Program (TIP)? ☐ YES ☐ NO

List TMA _____ Amount in TIP for project: \$ _____

K. CERTIFICATION

The undersigned has authority to sign on behalf of the applicant and certifies that the applicant has legal authority to enter into contract to implement this project and that all information provided is complete and accurate to their best knowledge.

SIGNATURE

DATE

TITLE

PHONE NO.

PRINTED NAME



November 16, 2018

Mr. Steve Willis
County Administrator
County of Lancaster
101 N. Main Street., 2nd Floor
Lancaster, SC 29721

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Charter Communications subscribers in your area.

Effective on or about December 14th, 2018, POP will be added to SPP Select in SD and HD.

Effective on or about January 4, 2019 Star India will cease providing programming to Spectrum for the following channels: Star Gold on Hindi Pass, Hindi Passport; Life OK Hindi on Hindi Pass, Hindi Passport and Star Plus on Hindi Pass, Hindi Passport.

For a current channel lineup, visit www.Spectrum.com/channels.

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (704) 378-2739 or via email at michael.tanck@charter.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck", with a stylized flourish at the end.

Michael E. Tanck
Director of Government Affairs
Charter Communications

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, November 26, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, December 10, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, December 11, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Conference Room, Administration Building
Tuesday, December 11, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday, December 13, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
5:00 p.m. ... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
6:00 p.m. ... Administration Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 1st Tuesday of each month6:00 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)11:45 a.m... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Historic Courthouse
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, Marine Corps League Lodge
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:00 p.m. ... Planning Commission, County Council Chambers