

Council Members

District 1: Terry Graham
District 2: Charlene McGriff, Vice-Chair
District 3: Billy Mosteller
District 4: Larry Honeycutt, Secretary
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

February 24, 2020

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Allen Blackmon**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. EMS Special Presentation - Clay Catoe, EMS Director
 - b. Recognition of Katherine Hayes as the 2019 Employee of the Year - Chairman Steve Harper
 - c. Recognition of Katherine Small who was honored as one of the Top 10 Young Professionals Under 40 in Lancaster County by the Lancaster County Chamber of Commerce - Chairman Steve Harper
6. **Citizens 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. Approval of Minutes from the February 10, 2020 County Council Regular Meeting
 - b. 3rd Reading of Ordinance 2020-1645 regarding Correcting a Scrivener's Error Contained in Ordinance 2019-1620
Ordinance Title: An Ordinance To Correct A Scrivener's Error Contained In Ordinance 2019-1620, An Ordinance That Amended Ordinance 2016-1442, The Unified Development Ordinance

(“UDO”), To Allow Three Family (Triplex) Dwellings And Four Family (Quadrplex) Dwellings As Permitted Dwelling Unit Types. - ***Passed 7-0 at the January 27, 2020 County Council Meeting. Passed 7-0 at the February 10, 2020 County Council Meeting. - John DuBose***

- c. 2nd Reading of Ordinance 2020-1648 regarding Rezoning of Property Owned by Pleasant Dale Baptist Church and a Portion of Property Owned by Modie Royce Walters, Sr.

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 4.62 Acre Tract Of Property (TMS # 0069-00-044.00), Owned By Pleasant Dale Baptist Church, As Well As A 3.683 Acre Tract Of Property (Portion Of TMS # 0069-00-047.00), Owned By Modie Royce Walters, Sr. And Located Southeast Of The Intersection Of Pageland Highway And South Potter Road; East Of The Church Located At 133 South Potter Road, Lancaster, South Carolina (TMS # 0069-00-044.00 And A Portion Of 0069-00-047.00) From RN, Rural Neighborhood District, To INS, Institutional District. - ***Planning Department Case Number: RZ-019-1046. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 10, 2020 County Council Meeting. - Rox Burhans***

- d. 2nd Reading of Ordinance 2020-1649 regarding Approval of Abandonment of Easement And Burdening Property Owned By Red Edge LLC Located on Possum Hollow Road

Ordinance Title: An Ordinance To Approve Abandonment Of An Easement Held By Lancaster County Benefiting Tax Map Number 0008-00-063.06 And Burdening Property Owned By Red Edge, LLC, Identified With Tax Map Number 0008-00-063.05, Both Properties Being Located On Possum Hollow Road; And To Authorize County Officials To Take Such Actions As Necessary To Abandon The Easement By Recorded Legal Instrument To Effectuate The Purposes Of This Ordinance. - ***Passed 7-0 at the February 10, 2020 County Council Meeting. - John DuBose***

8. **Non-Consent Agenda**

- a. Resolution 1082-R2020 regarding that for Purposes of Determining Compliance With the Investment And Job Creation Requirements, Movement Mortgage, LLC May Include Investments and Jobs Created by Entities that are Lessees of the Land And Buildings

Resolution Title: A Resolution Providing That For Purposes Of Determining Compliance With The Investment And Job Creation Requirements Contained In The Movement Mortgage, LLC, Fee Agreements, Movement Mortgage, LLC, May Include Investments And Jobs Created By Entities That Are Lessees Of Land And Buildings Of Movement Mortgage, LLC. - ***Jamie Gilbert***

- b. Resolution 1083-R2020 regarding Authorization of County Staff to Restore Items to the Library Project Budget Pending Adoption of a Budget Amendment Ordinance

Resolution Title: A Resolution To Authorize County Staff To Restore Items To The Library Project Budget Pending Adoption Of A Budget Amendment Ordinance; And Other Matters Related Thereto. - ***(Favorable Recommendation - Administration Committee.) - Steve Willis/Cathy McDaniel***

- c. Public Hearing and 3rd Reading of Ordinance 2019-1631 regarding Authorization of a Fee Agreement with Project Boom

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Boom 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. - ***Passed 6-0 at the November 25, 2019 County Council Meeting. Passed 7-0 at the December 9, 2019 County Council Meeting. Public Hearing and 3rd Reading held until the February 24, 2020 County Council Meeting. - Jamie Gilbert***

- d. Public Hearing and 3rd Reading of Ordinance 2020-1644 regarding Easement for Duke Energy At the Animal Shelter

Ordinance Title: An Ordinance To Approve An Agreement Between Lancaster County And Duke Energy Carolinas, Providing An Easement To Duke Energy Carolinas To Be Located Across County Owned Property At 2074 Pageland Highway; And To Authorize County Officials To Take

Such Actions As Necessary To Effectuate The Purposes Of This Ordinance. - ***Passed 7-0 at the January 27, 2020 County Council Meeting. Passed 7-0 at the February 10, 2020 County Council Meeting. - Steve Willis***

- e. Public Hearing and 3rd Reading of Ordinance 2020-1646 regarding Amending Chapter Three of the County Code Related to Airports and Aviation and to Adopt the Code Related to the Airport Advisory Committee

Ordinance Title: An Ordinance To Amend Chapter Three Of The Lancaster County Code Related To Airports And Aviation And To Adopt Division Eight Of Article Eleven Of Chapter Two Of The Lancaster County Code Related To The Airport Advisory Committee; And To Provide For Matters Related Thereto. - ***(Favorable Recommendation - Infrastructure and Regulation Committee). Amended Ordinance passed 7-0 at the January 27, 2020 County Council Meeting. Passed 7-0 at the February 10, 2020 County Council Meeting. - Steve Willis***

- f. Public Hearing and 3rd Reading of Ordinance 2020-1647 regarding Easement for Comporium Communications at the Pageland Highway Radio Tower

Ordinance Title: An Ordinance To Approve An Agreement Between Lancaster County And Comporium Communications, Providing An Easement To Comporium Communications To Be Located Across County Owned Property At 2057 Pageland Highway; And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance. - ***Passed 7-0 at the January 27, 2020 County Council Meeting. Passed 7-0 at the February 10, 2020 County Council Meeting. - Steve Willis***

- g. 1st Reading of Ordinance 2020-1650 regarding Revision to the State Accommodations Tax Advisory Committee

Ordinance Title: An Ordinance to Amend Sections 2-380, 2-381, and 2-382 of the Lancaster County Code Related to the Accommodations Tax Advisory Committee. - ***(Favorable Recommendation - Administration Committee). - Steve Willis/Veronica Thompson***

9. **Discussion and Action Items**

- a. Committee Reports:

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

- b. Update from the Trail Advisory Committee regarding Potential for Lancaster County Becoming a Local Chapter of the Carolina Thread Trail

(No Recommendation - Infrastructure and Regulation Committee). - Rox Burhans

- c. Appointment to Various Boards and Commissions

- Claude J. Ellis as the Gooches Fire Department Representative on the Fire Commission to fill an unexpired term that will end on 06/30/2023
- Michael J. Tropea to the Economic Development Advisory Board as the Manufacturing Representative to fill an unexpired term that will end on 03/01/2021

- d. Land and Water Conservation Fund Park Conversions

(Favorable Recommendation - Infrastructure and Regulation Committee). - Steve Willis/Hal Hiott

- e. Palmetto Pride Grant - Steve Willis

- f. Economic Development - Opportunity Zone Prospectus - Jamie Gilbert

- g. Logo Discussion - Alison Alexander

- h. Review of Cost Estimate for EMS Headquarters Building
(No Recommendation - Administration Committee). - Steve Willis
- i. Pro Forma for Capital Project Sales Tax #3 - Steve Willis
- j. Impact Fee Status Update - Steve Willis/Alison Alexander

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

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2019-1626 regarding Authorization of a Fee Agreement with Project Dumping
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Dumping Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize A Ten-Year Extension Of The Term Of An Existing Fee Agreement; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 7-0 at the November 12, 2019 County Council Meeting. Passed 6-0 at the November 25, 2019 County Council Meeting. - Jamie Gilbert***

11. Miscellaneous Reports and Correspondence

- a. 2019 Animal Shelter Report
- b. UDO Strategic Update

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

14. Adjournment

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

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Approve or amend the minutes from the February 10, 2020 County Council regular meeting.

Points to Consider:

The draft minutes from the February 10, 2020 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Council can approve or amend the minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 2-10-2020 County Council Regular Meeting	2/19/2020	Backup Material

Council Members

District 1: Terry Graham
District 2: Charlene McGriff, Vice-Chair
District 3: Billy Mosteller
District 4: Larry Honeycutt, Secretary
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

February 10, 2020

6:00 PM

**101 North Main Street
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County Council Chambers, County Administration
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MINUTES

DRAFT

Council Members present at the regular meeting of County Council were Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present at the meeting were County Administrator Steve Willis, Deputy County Administrator Alison Alexander, County Attorney John DuBose, Clerk to Council Sherrie Simpson, Acting Deputy Clerk to Council Angie Estridge, Development Services Director Rox Burhans, Economic Development Director Jamie Gilbert, Fire/Emergency Services Director Darren Player, Stormwater Director Scott Edgar, various Department Heads, various elected officials, various staff, the press and citizens. 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: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, 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

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

Welcome and Recognition - Chairman Steve Harper

Steve Harper welcomed everyone to the Council meeting.

Pledge of Allegiance and Invocation - Billy Mosteller

Billy Mosteller led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Steve Harper asked for an approval of the agenda and Charlene McGriff so moved. The motion was seconded by Terry Graham. Council approved the agenda by unanimous vote of 7-0.

Special Presentations

There were no Special Presentations given during the Council meeting.

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Citizens Comments

Jon Byrne, Indian Land, SC, spoke regarding Ordinance 2020-1638 (Planning Department Case Number: RZ-019-0916). He provided a handout entitled "Landscape & Buffer Proposal" and that handout is attached as Schedule A to the written minutes in the Clerk to Council's office. He noted that the drawing is not a plan but is just something that the community would like to see. He further noted that the drawing is not to scale.

Steve Hambleton, Indian Land, SC, spoke regarding Ordinance 2020-1638 (Planning Department Case Number: RZ-019-0916).

Stacy Moore, Indian Land, SC, spoke regarding Ordinance 2020-1638 (Planning Department Case Number: RZ-019-0916).

Pamela Neyman, Indian Land, SC, spoke regarding Ordinance 2020-1638 (Planning Department Case Number: RZ-019-0916).

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items 7a., 7b., 7c., 7d., 7e., 7f., 7g., 7h., 7i., 7j., 7k. and 7l. *[as listed in the agenda packet, which are the same as Item a., Item b., Item c., Item d., Item e., Item f., Item g., Item h., Item i., Item j., Item k. and Item l. below]*. The motion was seconded by Charlene McGriff. There was no further discussion. Council approved Consent Agenda Items a., b., c., d., e., f., g., h., i., j., k. and l. below by unanimous vote of 7-0.

a. **Approval of Minutes from the January 14, 2020 County Council Committee of the Whole Meeting**

b. **Approval of Minutes from the January 27, 2020 County Council Regular Meeting**

c. **3rd Reading of Ordinance 2019-1613 regarding Rezoning Property Owned By Gus and Chrisoula Kanos that is Located at 9330 Charlotte Highway**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 3.00 Acre Parcel Owned By Gus Kanos And Chrisoula P. Kanos And Located At 9330 Charlotte Highway, Fort Mill, South Carolina (TMS# 0008-00-085.00) From LDR, Low Density Residential District To NB, Neighborhood Business District.

d. **3rd Reading of Ordinance 2020-1637 regarding Amending the County Code Related to Fee Exemptions**

Ordinance Title: An Ordinance To Amend Paragraph C of Section 26-34 Of The Lancaster County Code Of Ordinances Related To Exemptions From The County Road Fee.

e. **3rd Reading of Ordinance 2020-1639 regarding Amending the Future Land Use Map**

Ordinance Title: An Ordinance To Approve The Request Of Haile Gold Mine Inc., To Amend The Future Land Use Map Contained In The Lancaster County, South Carolina Comprehensive Plan 2014-2024 So As To Change The Future Land Use Designation On The Future Land Use Map For Fifty-One Parcels Of Real Property From Rural Living To Special District-Industrial.

f. **3rd Reading of Ordinance 2020-1640 regarding Rezoning 46 Parcels Owned By Haile Gold Mine**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 46 Parcels, Totaling 539.6 Acres In Size, More Or Less, Owned By Haile Gold Mine, Inc. And Located Near 6936 Snowy Owl Road-Haile Gold Mine Road, Lancaster, South Carolina (TMS# 0136-00-036.00) From AR, Agricultural Residential District And INS, Institutional District, To M, Mining District.

g. **3rd Reading of Ordinance 2020-1641 regarding Rezoning Property Owned By Lancaster County Water & Sewer District**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone One Parcel, Totaling 3.03 Acres, More Or Less, Owned By Lancaster County Water & Sewer District, And Located East Of 7864 River Road – LCWSD Sewer Facility, Lancaster, South Carolina, Portion Of (TMS# 0013-00-087.00) From MDR, Medium Density Residential District, To INS, Institutional District.

h. **3rd Reading of Ordinance 2020-1642 regarding Rezoning Property Owned By Francis Faile, Jr.**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 0.46 Acres, More Or Less, With The Intention Of Combining The Parcel With The Adjacent 1.48 Acres (TMS No. 0086B-0J-011.00) Owned By Francis Faile, Jr., And Located Off Of Williams Circle, Lancaster County, South Carolina (TMS# 0086B-0J-011.00) From MDR, Medium Density Residential District, To GB, General Business District.

i. **3rd Reading of Ordinance 2020-1643 regarding Rezoning Application of Modie Walters, Sr.**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 1.668 Acres, More Or Less, With The Intention Of Combining The Parcel With The Adjacent 0.823 Parcel (TMS No. 0069E-0B-003.00), Located At The Intersection Of South Potter Road And Old Gregory Lane, Lancaster, South Carolina (TMS# 0069E-0B-004.00) From INS, Institutional District, To LDR, Low Density Residential District.

j. **2nd Reading of Ordinance 2020-1644 regarding Easement for Duke Energy At the Animal Shelter**

Ordinance Title: An Ordinance To Approve An Agreement Between Lancaster County And Duke Energy Carolinas, Providing An Easement To Duke Energy Carolinas To Be Located Across County Owned Property At 2074 Pageland Highway; And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance.

k. **2nd Reading of Ordinance 2020-1645 regarding Correcting a Scrivener's Error Contained in Ordinance 2019-1620**

Ordinance Title: An Ordinance To Correct A Scrivener's Error Contained In Ordinance 2019-1620, An Ordinance That Amended Ordinance 2016-1442, The Unified Development Ordinance ("UDO"), To Allow Three Family (Triplex) Dwellings And Four Family (Quadraplex) Dwellings As Permitted Dwelling Unit Types.

l. **2nd Reading of Ordinance 2020-1647 regarding Easement for Comporium Communications at the Pageland Highway Radio Tower**

Ordinance Title: An Ordinance To Approve An Agreement Between Lancaster County And Comporium Communications, Providing An Easement To Comporium Communications To Be Located Across County Owned Property At 2057 Pageland Highway; And To Authorize County Officials To Take Such Actions As Necessary To Effectuate The Purposes Of This Ordinance.

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Non-Consent Agenda

Resolution 1080-R2020 regarding Amending the Second Master Multi-County Park Agreement with Chesterfield County to Add Property Operated By Centerfield Cooper Solar, LLC

Resolution Title: A Resolution To Amend The Second Master Multi-County Park Agreement Between Chesterfield County And Lancaster County, Dated As Of October 1, 2018, So As To Add To The Agreement Property Located In Chesterfield County Owned And/Or Operated By Centerfield Cooper Solar, LLC.

Charlene McGriff moved to approve Resolution 1080-R2020. The motion was seconded by Brian Carnes. John DuBose reviewed the Resolution, which is detailed in the Agenda Item Summary found in the Agenda packet. There was no further discussion by Council. Council approved Resolution 1080-R2020 by unanimous vote of 7-0.

Public Hearing and 3rd Reading of Ordinance 2020-1638 regarding Rezoning Property Owned By Shriner's Hospital For Children (Applicant Wendell Elliott)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone One Parcel, 7.00 Acres, More Or Less, Property Owned By Shriner's Hospital For Children And Located At Highway 521, South Of The Retreat At Rayfield, Fort Mill, South Carolina (TMS# 0013-00-107.00) From MDR, Medium Density Residential District, To GB, General Business District And NB, Neighborhood Business District.

Rox Burhans explained that, since the 2nd Reading of Ordinance 2020-1638, he had prepared a Memorandum for Council regarding the Spellman Drive Future Extension/Connectivity Discontinuance. The handout of the Memorandum was placed at Council's seats prior to the meeting and is attached as Schedule B to the written minutes in the Clerk to Council's office. Rox Burhans recommended that the Memorandum be incorporated into the minutes in order to provide written notice regarding why Spellman Drive would not be connected to the site. Council and staff discussed building setbacks, buffers, whether it was possible to have deed restrictions prohibiting the connection, whether the Memorandum should be attached to the Ordinance or to the minutes and whether the County should require a note on the plat regarding the prohibition of connectivity with Spellman Drive.

John DuBose explained that the County was holding a second Public Hearing because of the down zoning from the original application and that this second Public Hearing would address the Neighborhood Business (NB) zoning portion of the property. Steve Harper opened the floor for the Public Hearing for the 3rd Reading of Ordinance 2020-1638 at approximately 6:23 p.m. There were approximately thirty (30) citizens in attendance during the Public Hearing for Ordinance 2020-1638. Steve Willis noted, for the record, that no citizens signed up to speak for the Public Hearing; however, Steve Harper allowed the following citizens to speak when they indicated they would like to speak:

Jon Byrne, Indian Land, SC, asked why Council could not add wording to the Ordinance regarding connectivity and buffers. He explained that he would like to see larger trees as buffers so that there would be a dense screen and that he would like to see that information in writing.

Steve Hambleton, Indian Land, SC, asked Council to make the no future connectivity with Spellman Drive part of the Ordinance.

Pamela Neyman, Indian Land, SC, asked Council to protect their neighborhood by putting everything in writing.

Stacy Moore, Indian Land, SC, spoke regarding set backs and explained that the property is narrow. She noted that everything is too vague and that the County does not know how many buildings there are going to be and how they will sit on the property. She also noted that the land has an odd shape and sticks out into their neighborhood.

John DuBose responded that one of the concerns voiced by citizens was that Council does not know about the

placement of the buildings; however, he explained that South Carolina does not have conditional zoning and that conditional zoning is prohibited by State law. He explained that rezoning considerations by Council are based on whether the matter complies with the Comprehensive Plan, the Future Land Use Map and whether the rezoning is appropriate and the decision is divorced from what actual buildings may be located on the property. He further explained that, as far as connectivity, staff has provided a written Memorandum to Council regarding the fact that there should be no future connectivity of Spellman Drive. He also noted that the County is going to require a note on the plat regarding the fact that connectivity with Spellman Drive is not required and that the plat has to be recorded, which would provide written protection. He also noted that minimum requirements for buffers are set by the Unified Development Ordinance (UDO) and that changing those minimum requirements would require an amendment of the UDO with a text amendment and cannot be done conditionally. John DuBose explained that title searchers would never search ordinances but would pick up on a plat. He further explained that any notes on the plat would be disclosed to potential purchasers and would be binding on them. He noted that the plat note was the most effective way to address connectivity and to provide notice of disallowance of the connectivity.

The Public Hearing was closed at approximately 6:38 p.m.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2020-1638. The motion was seconded by Allen Blackmon.

Council asked the applicants to come forward and speak:

Dale Elliott, Liberty Hill, SC, explained that they hoped to use Holly trees or Leland Cypress trees as the trees in the buffer.

Brett Elliott, Lancaster, SC, explained that their intention was to give protection to the neighborhood to their property but that they did not want to cause harm for the right of way view.

Council, staff and the applicants discussed the buffers and Rox Burhans explained that the building setbacks and buffers can overlap. Council, staff and the applicants discussed whether the buffers were going to be established on the front end of the project and not the back end of the project and whether the current UDO requires connectivity. John DuBose reviewed the Memorandum and explained that the plat note would explain that connectivity is no longer required even though the UDO required it at the time for adjacent parcels of similar zoning. He explained that a legislative body would need to amend the entire UDO and not just one ordinance in order to avoid the appearance of conditional zoning by addressing connectivity within the ordinance. He further explained that staff interpretation of the UDO regarding no future connectivity would be far more appropriate.

Terry Graham moved to amend Ordinance 2020-1638 to add the Memorandum regarding Spellman Drive Future Extension/Connectivity Discontinuance *[attached to the minutes as Schedule B]* to the Ordinance. The motion was seconded by Larry Honeycutt. The motion to amend passed by unanimous vote of 7-0.

Brian Carnes asked that the residents of The Retreat receive a copy of the recorded plat.

Council approved the 3rd Reading of Ordinance 2020-1638 as amended by unanimous vote of 7-0.

2nd Reading of Ordinance 2020-1646 regarding Amending Chapter Three of the County Code Related to Airports and Aviation and to Adopt the Code Related to the Airport Advisory Committee

Ordinance Title: An Ordinance To Amend Chapter Three Of The Lancaster County Code Related To Airports And Aviation And To Adopt Division Eight Of Article Eleven Of Chapter Two Of The Lancaster County Code Related To The Airport Advisory Committee; And To Provide For Matters Related Thereto.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2020-1646. The motion was seconded by Billy Mosteller. Steve Willis explained that there were two changes made to the Ordinance in the agenda packet. He explained that one change was to the numbering of the items to make them consistent and one was to add that Council could reappoint members for a 3rd term by a super majority vote. Council approved the 2nd Reading of Ordinance 2020-1646 by unanimous vote of 7-0.

DRAFT

1st Reading of Ordinance 2020-1648 regarding Rezoning of Property Owned by Pleasant Dale Baptist Church and a Portion of Property Owned by Modie Royce Walters, Sr.

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 4.62 Acre Tract Of Property (TMS # 0069-00-044.00), Owned By Pleasant Dale Baptist Church, As Well As A 3.683 Acre Tract Of Property (Portion Of TMS # 0069-00-047.00), Owned By Modie Royce Walters, Sr. And Located Southeast Of The Intersection Of Pageland Highway And South Potter Road; East Of The Church Located At 133 South Potter Road, Lancaster, South Carolina (TMS # 0069-00-044.00 And A Portion Of 0069-00-047.00) From RN, Rural Neighborhood District, To INS, Institutional District.

Billy Mosteller moved to approve the 1st Reading of Ordinance 2020-1648. The motion was seconded by Brian Carnes. Rox Burhans reviewed the Ordinance, which is detailed in the Agenda Item Summary in the Agenda packet. There was no discussion from Council. Council approved the 1st Reading of Ordinance 2020-1648 by unanimous vote of 7-0.

1st Reading of Ordinance 2020-1649 regarding Approval of Abandonment of Easement And Burdening Property Owned By Red Edge LLC Located on Possum Hollow Road

Ordinance Title: An Ordinance To Approve Abandonment Of An Easement Held By Lancaster County Benefiting Tax Map Number 0008-00-063.06 And Burdening Property Owned By Red Edge, LLC, Identified With Tax Map Number 0008-00-063.05, Both Properties Being Located On Possum Hollow Road; And To Authorize County Officials To Take Such Actions As Necessary To Abandon The Easement By Recorded Legal Instrument To Effectuate The Purposes Of This Ordinance.

Brian Carnes moved to approve the 1st Reading of Ordinance 2020-1649. The motion was seconded by Allen Blackmon.

John DuBose reviewed the Ordinance, which is detailed in the Agenda Item Summary in the Agenda packet. Brian Carnes asked that a scrivener's error be corrected on Exhibit A to say "wide" and not "wise."

Council approved the 1st Reading of Ordinance 2020-1649 by unanimous vote of 7-0.

Discussion and Action Items

Pending Projects Update for New Construction and Major Renovation Projects - Alison Alexander

Alison Alexander explained that the Pending Projects report was in the Agenda packet. Council did not have any questions for staff regarding the report.

Status of items tabled, recommitted, deferred or held

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2019-1626 regarding Authorization of a Fee Agreement with Project Dumping
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Dumping Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize A Ten-Year Extension Of The Term Of An Existing Fee Agreement; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 7-0 at the November 12, 2019 County Council Meeting. Passed 6-0 at the November 25, 2019 County Council Meeting. - Jamie Gilbert***

This item was not discussed during the meeting and was for information only for Council and citizens.

- b. HELD - Public Hearing and 3rd Reading of Ordinance 2019-1631 regarding Authorization of a Fee Agreement with Project Boom

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Boom 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. - *Passed 6-0 at the November 25, 2019 County Council Meeting. Passed 7-0 at the December 9, 2019 County Council Meeting. - Jamie Gilbert*

This item was not discussed during the meeting and was for information only for Council and citizens.

Miscellaneous Reports and Correspondence

Terry Graham asked that Impact Fees, rezonings around the new Indian Land school and the Small Area Plan be on the next Council agenda. Rox Burhans indicated that he could go ahead and give Council a brief update on the rezoning inquiry and the Small Area Plan. He explained that the Small Area Plan was commissioned about two years ago and that the County had just received the draft Future Land Use map from the Catawba Regional Council of Governments (COG) approximately two weeks ago. He explained that County staff has provided written comments to them for review and revisions. He explained that the County hoped to have a draft plan from the COG within the next thirty (30) days. He explained that once the County received the plan, they would meet with the stakeholder Committee and then hold an open house for the entire community so that the County could receive feedback from its constituents. He further explained that then the County would begin the adoption process. He also explained that the Planning Department has had an inquiry regarding a potential residential rezoning, but that they have advised them to wait and submit their application until after the Plan/Study has been completed.

Citizens Comments

All citizens were heard during Citizens Comments held at the beginning of the Council meeting.

Executive Session

Two Items:

1. Economic Development Discussion: Update on Project Strawberry. SC Code 30-4-70(a)(5).

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

Charlene McGriff moved to go into Executive Session. The motion was seconded by Brian Carnes. The motion to go into Executive Session passed by a vote of 7-0. Council went into Executive Session at approximately 7:05 p.m. to receive an update on an Economic Development Project named Project Strawberry, pursuant to South Carolina Code 30-4-70(a)(5), and a briefing on an Economic Development Project named Project Supper, pursuant to South Carolina Code 30-4-70(a)(5).

Charlene McGriff moved to come out of Executive Session. The motion was seconded by Brian Carnes. Council came out of Executive Session at approximately 7:45 p.m. and resumed the Council meeting.

Larry Honeycutt moved to authorize Economic Development to proceed with a proposed incentive package for Project Supper as outlined in Executive Session. The motion was seconded by Charlene McGriff. The motion passed by unanimous vote of 7-0.

Upon returning to open session, John DuBose noted, for the record, that Council discussed Economic Development Projects during Executive Session and that, during that session, no votes were taken.

Adjournment

Larry Honeycutt moved to adjourn the Council meeting. The motion was seconded by Brian Carnes. The motion to adjourn passed by unanimous vote of 7-0. There being no further business, the regular meeting of Council adjourned at approximately 7:46 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1645

Contact Person / Sponsor: John DuBose/County Attorney

Department: Attorney

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Ordinance 2019-1620 contained an Exhibit that was incorporated by reference that made amendments to the text of Chapter 2.5, Uses Permitted but the face of the Ordinance made incorrect reference to Chapter 2.4, District Development Standards.

Points to Consider:

The present Ordinance merely corrects the scrivener's error in chapter numbering so that the public records are clear.

Funding and Liability Factors:

NA

Council Options:

Approve or Deny to Ordinance

Recommendation:

Approve the Ordinance

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1645	1/21/2020	Ordinance
Corrected Ordinance 2019-1620	1/21/2020	Exhibit

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2020-1645

AN ORDINANCE

TO CORRECT A SCRIVENER'S ERROR CONTAINED IN ORDINANCE 2019-1620, AN ORDINANCE THAT AMENDED ORDINANCE 2016-1442, THE UNIFIED DEVELOPMENT ORDINANCE ("UDO"), TO ALLOW THREE FAMILY (TRIPLEX) DWELLINGS AND FOUR FAMILY (QUADRAPLEX) DWELLINGS AS PERMITTED DWELLING UNIT TYPES

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County Council approved Ordinance 2019-1620 on December 9, 2019.
- (2) Ordinance 2019-1620 made incorrect reference in the body of the Ordinance to amendment of *Chapter 2.4, District Development Standards* when, in fact, an amendment *Chapter 2.5, Uses Permitted* occurred by incorporation by reference to "Exhibit "1" attached to Ordinance 2019-1620.
- (3) The correct Exhibit was attached to the Ordinance wherein amendments to *Chapter 2.5, Uses Permitted* were set forth but the body of the Ordinance makes reference to *Chapter 2.4, District Development Standards*.
- (4) Lancaster County Council amended *Chapter 2.5, Uses Permitted*, with the passage of Ordinance 2019-1620 and desires to reaffirm the amendment and clarify the public record.
- (5) it is the purpose of this ordinance to correct the scrivener's error.

Section 2. Chapter reference to be amended - corrected designation.

The Council reaffirms its amendment of *Chapter 2.5, Uses Permitted* that occurred by passage of Ordinance 2019-1620. A corrected version of Ordinance 2019-1620 is attached hereto as Exhibit "A" addressing the scrivener's error by correcting references to *Chapter 2.4, District Development Standards* with reference to *Chapter 2.5, Uses Permitted*

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. Controlling provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County orders, resolutions and 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 _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 27, 2020
Second Reading: February 10, 2020
Third Reading: February 24, 2020

Approved as to form:

John DuBose, County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2019- 1620

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND ORDINANCE 2016-1442, THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”), CHAPTER 2.5, USES PERMITTED; CHAPTER 4, AVIATION OVERLAY; CHAPTER 5, USE REGULATIONS; CHAPTER 7.2.4, PARKING; AND CHAPTER 10, DEFINITIONS, TO ALLOW THREE FAMILY (TRIPLEX) DWELLINGS AND FOUR FAMILY (QUADRAPLEX) DWELLINGS AS PERMITTED DWELLING UNIT TYPES.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) The UDO currently permits two-family dwellings, townhomes and multi-family, in addition to single-family dwellings.
- (b) Permitting three-family (triplex) and four-family (quadraplex) dwellings will provide another housing option in Lancaster County.
- (c) There appears to be a need and a desire for three-family and four-family uses in rural areas within the County and on smaller lots and multi-family uses are common throughout the county.
- (d) The proposed text amendments accommodate three-family (triplex) and four-family (quadraplex) dwelling unit types while providing consideration and protection to adjacent low-density residential properties.

Section 2. Amendment of Ordinance 2016-1442

Ordinance 2016-1442 (Unified Development Ordinance) Chapter 2.5, Uses Permitted; Chapter 4, Aviation Overlay; Chapter 5, Use Regulations; Chapter 7.2.4, Parking; Chapter 10, Definitions are amended as reflected on **Exhibit 1** attached to this Ordinance and incorporated herein by reference. The amendments are generally described as follows:

Chapter 2.5, Uses Permitted: Amend table by permitting three-family and four-family uses within the Professional Business (PB) District.

Chapter 4.2.1, McWhirter Field Aviation Overlay District: Amend to add three-family and four-family.

Chapter 5.2, Use Regulations: Amend chapter to add three-family and four-family to Residential Uses section.

Chapter 7.2.4, Parking: Amend to add three-family and four-family.

Chapter 10, Definitions: Add applicable definitions.

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 _____, 2019.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 12, 2019
Second Reading: November 25, 2019
Public Hearing: November 25, 2019
Third Reading: December 9, 2019

Approved as to form:

John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1648/Planning Department Case Number: RZ-019-1046

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Request to rezone two properties from Rural Neighborhood (RN) to Institutional (INS).

Location: Southeast of the intersection of Pageland Highway and South Potter Road; east of church located at 133 South Potter Road. (TM# 0069-00-044.00 and a portion of 0069-00-047.00)

Points to Consider:

The property is currently zoned Rural Neighborhood District on the Lancaster County Zoning Map. The zoning district of Rural Neighborhood (RN) *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The requested Institutional (INS) district *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses and of governmental and health facilities. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like. (UDO section 2.3).*

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the rezoning request.

Recommendation:

The Planning Commission voted unanimously to recommend **approval** of the request at the January 2020 meeting.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1648	2/17/2020	Ordinance
Planning Staff Report: Pleasant Dale Baptist Church	1/15/2020	Planning Staff Report
Exhibit 2: Location and Zoning Map	1/15/2020	Exhibit
Exhibit 3: Property Plat	1/15/2020	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2020-1648

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 4.62 ACRE TRACT OF PROPERTY (TMS # 0069-00-044.00), OWNED BY PLEASANT DALE BAPTIST CHURCH, AS WELL AS A 3.683 ACRE TRACT OF PROPERTY (PORTION OF TMS # 0069-00-047.00), OWNED BY MODIE ROYCE WALTERS, SR. AND LOCATED SOUTHEAST OF THE INTERSECTION OF PAGELAND HIGHWAY AND SOUTH POTTER ROAD; EAST OF THE CHURCH LOCATED AT 133 SOUTH POTTER ROAD, LANCASTER, SOUTH CAROLINA (TMS # 0069-00-044.00 AND A PORTION OF 0069-00-047.00) FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Pleasant Dale Baptist Church applied to rezone its 4.62 acres parcel of property, as well as 3.683-acre portion of TMS No. 0069-00-047.00, owned by Modie Royce Walters, Sr., located Southeast of the intersection of Pageland Highway and South Potter Road; east of the church located at 133 South Potter Road (TMS # 0069-00-044.00 and 0069-00-047.00) from RN, Rural Neighborhood District, to INS, Institutional District.

(b) On January 21, 2019, 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 request.

(c) The Future Land Use Map designation of this property is Rural Living, based on the *Lancaster County Comprehensive Plan 2014-2024*. Rezoning the property from RN, Rural Neighborhood District, to INS, Institutional District, is compatible with the Comprehensive Plan.

Section 2. Rezoning.

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

Tax Map No. 0069-00-00-044.00 (4.62 acres, more or less)

Portion of Tax Map No. 0069-00-047.00 (3.683, more or less)

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 _____, 2020.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 10, 2020
Second Reading: February 24, 2020
Public Hearing: March 9, 2020
Third Reading: March 9, 2020

Approved as to form:

John DuBose, County Attorney

Proposal: Request to rezone a 4.62 acre property as well as a 3.683 acre portion of TM# 0069-00-047.00 to combine with adjacent 7.913 acre parcel currently zoned INS at TMS# 0069-00-046.00

Property Location: Southeast of the intersection of Pageland Highway and South Potter Road; east of church located at 133 South Potter Road. (TM# 0069-00-044.00 and a portion of 0069-00-047.00)

Current Zoning District: RN, Rural Neighborhood

Proposed Zoning District: INS, Institutional

Applicant: Pleasant Dale Baptist Church

Council District: District 3, Billy Mosteller

Overview

Site Information

Site Description: The property is currently vacant.

Compatibility with Surrounding Area

The current zoning for the surrounding area is Rural Neighborhood (RN), Low Density Residential (LDR), and Institutional (INS). Existing zoning for the subject property as well as surrounding properties can be seen in *Exhibit 2*. The proposed zoning of INS is generally consistent with the area. See table below for adjacent property zoning and use comparison.

Summary of Surrounding Zoning and Uses

Surrounding Property	Municipality	Zoning District	Use
North	Lancaster County	Rural Neighborhood (RN)	Single Family Residence
South	Lancaster County	Institutional (INS)	Pleasant Dale Baptist Church
East	Lancaster County	Rural Neighborhood (RN)	Vacant
West	Lancaster County	Institutional (INS)	Pleasant Dale Baptist Church

Recent Rezoning in Surrounding Area			
Case #	Description	Date	Outcome
RZ-019-0598	Modie Walters Sr. (INS to LDR)	12-17-2019	In process

Photos of Project Area

Looking at the parcel from South Potter Road



Looking across from the parcel on South Potter Road



Looking south on South Potter Road



Looking north on South Potter Road



Analysis & Findings

The property is currently zoned Rural Neighborhood District on the Lancaster County Zoning Map. The zoning district of Rural Neighborhood (RN) *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

The requested Institutional (INS) district *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses and of governmental and health facilities. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like. (UDO section 2.3).*

COMPREHENSIVE PLAN CONSISTENCY & CONCLUSION

The future land use designation of this property is Rural Living, according to the 2024 Comprehensive Plan. The Comp Plan defines this Community Type as including a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “ conservation subdivisions” whose aim is to preserve open space, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.

The requested Institutional District is consistent with the rural living future land use category.

Staff Recommendation

Staff is recommending approval of this request.

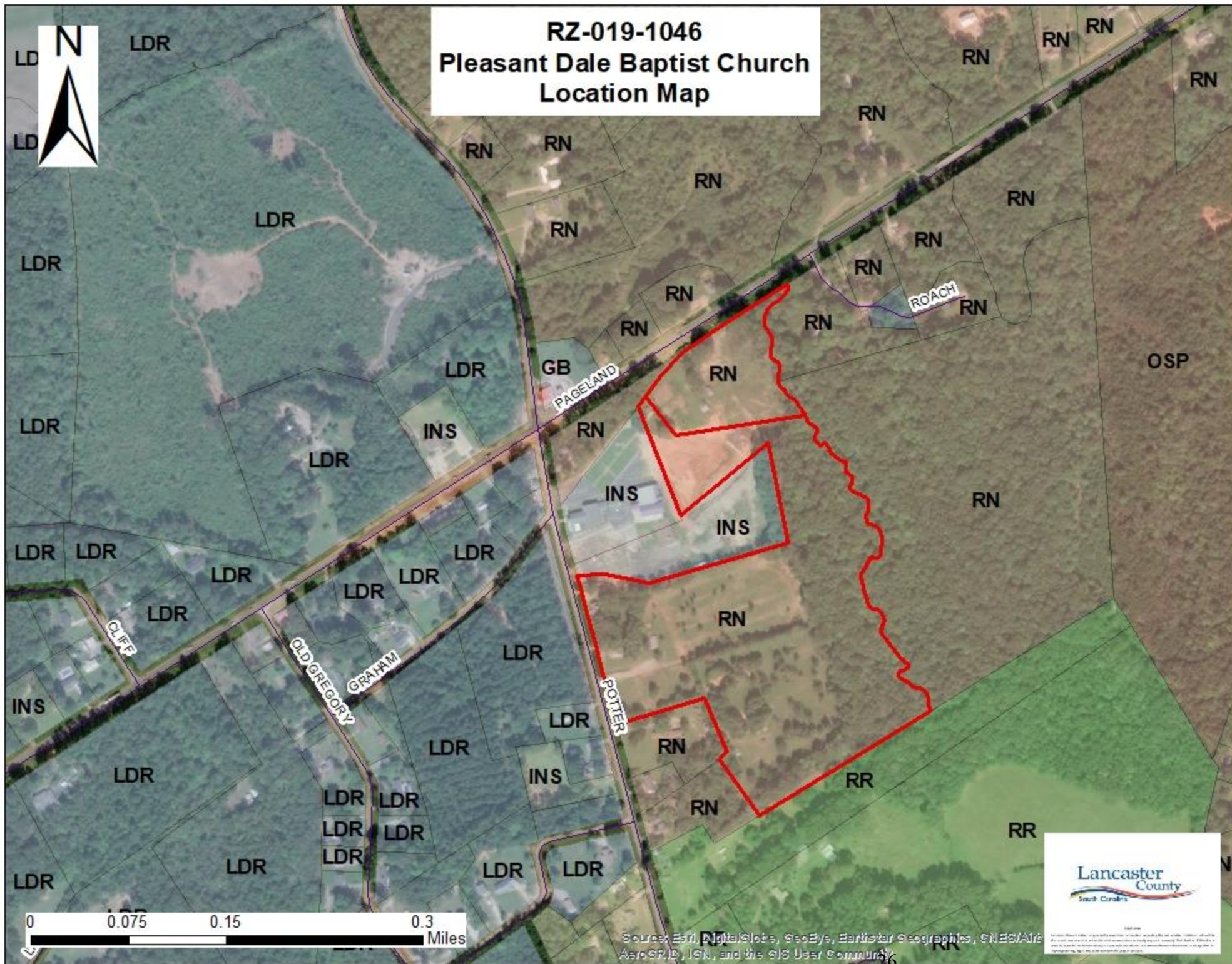
Attachments

1. Rezoning Application
2. Location Map/ Zoning Map
3. Property Plat

Staff Contact

Ashley Davis
Planner
adavis@lancastersc.net
803-416-9433

RZ-019-1046
Pleasant Dale Baptist Church
Location Map



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1649

Contact Person / Sponsor: John DuBose/County Attorney

Department: Attorney

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Whether to abandon an unused access easement that was intended to benefit and provide access to the fire station at 9370 Possum Hollow Road.

Points to Consider:

The access easement was granted by the predecessor in title of the adjacent property owner upon conveyance of the fire station site to Lancaster County. The deed to Lancaster County containing the easement grant is included as reference material in the agenda package.

The fire station was sited and constructed in such a way that it does not require the access easement. The current owner of the adjacent property has requested that Lancaster County remove the easement from its property.

Chief Greg Nicholson, Pleasant Valley Fire Department, has confirmed that the easement is not needed and that the Pleasant Valley Fire Department has no opposition to abandonment of the easement.

If the Ordinance is approved, the County Administrator will execute a quit claim deed conveying the easement rights to Red Edge, LLC, the current owner of the adjacent property burdened by the easement. The form quit claim deed is attached as an Exhibit to the proposed Ordinance.

Funding and Liability Factors:

Not applicable.

Council Options:

Approve or deny the Ordinance.

Recommendation:

Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1649	2/5/2020	Ordinance
Exhibit A to Ordinance 2020-1649 - Quit Claim Deed to Red Edge, LLC	2/17/2020	Exhibit
Deed to Lancaster County for 9370 Possum Hollow Road	2/5/2020	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2020 - 1649

AN ORDINANCE

TO APPROVE ABANDONMENT OF AN EASEMENT HELD BY LANCASTER COUNTY BENEFITING TAX MAP NUMBER 0008-00-063.06 AND BURDENING PROPERTY OWNED BY RED EDGE, LLC, IDENTIFIED WITH TAX MAP NUMBER 0008-00-063.05, BOTH PROPERTIES BEING LOCATED ON POSSUM HOLLOW ROAD; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO ABANDON THE EASEMENT BY RECORDED LEGAL INSTRUMENT TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County (the “County”) owns land at 9370 Possum Hollow Road identified further as Tax Map No. 0008-00-063.06 and containing a fire station;

(2) Lancaster County holds a non-exclusive sixty-foot-wide ingress and egress easement (the “access easement”) that burdens adjacent property owned by Red Edge, LLC, and identified as Tax Map No. 0008-00-063.05;

(3) The access easement was intended to provide indirect access to the fire station at 9370 Possum Hollow Road but the fire station was ultimately sited and configured to directly access Possum Hollow Road;

(4) Due to the configuration of the fire station at 9370 Possum Hollow Road the sixty-foot-wide access easement has not been improved, is not used to access the fire station, and is not readily capable of being used to access the fire station in the future;

(5) The access easement is of no practical use to Lancaster County and has no monetary value to Lancaster County;

(6) Red Edge, LLC has requested that Lancaster County abandon the access easement that burdens its property; and

(6) It is the purpose of this ordinance to approve abandonment of the easement.

Section 2. Approval of right-of-way abandonment by quit claim deed.

(1) Council authorizes and approves the granting of a quit claim deed (the “Deed”) to Red Edge, LLC abandoning any right title or interest that Lancaster County holds in the access easement that burdens Tax Map No. 0008-00-063.05 as described in Section 1. The form of the Deed is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Deed are incorporated herein by reference as if the Deed were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Deed on behalf of the County. By adoption of this ordinance, Council approves the Deed and all of its terms, provisions and conditions. The Deed is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the Deed, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Deed attached to this ordinance.

(2) Council approves the abandonment of the easement as described and provided for in the Deed.

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, the Deputy County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, 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 _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 10, 2020
Second Reading: February 24, 2020
Third Reading: March 9, 2020

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2020 - 1649

**Form of Quit Claim Deed
Lancaster County to Red Edge, LLC**

Tax Map No. 0008-00-063.05

See attached.

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Title Not Examined

STATE OF SOUTH CAROLINA)	
)	QUIT-CLAIM DEED
COUNTY OF LANCASTER)	

WHEREAS, Lancaster County (the “County”) owns land at 9370 Possum Hollow Road identified further as Tax Map No. 0008-00-063.06 and containing a fire station;

WHEREAS, Lancaster County holds a non-exclusive sixty-foot wide ingress and egress easement (the “access easement”) that burdens property adjacent to 9370 Possum Hollow Road and that adjacent property is owned by Red Edge, LLC, and is identified as Tax Map No. 0008-00-063.05;

WHEREAS, the access easement was intended to provide access to the fire station at 9370 Possum Hollow Road but the fire station was ultimately sited and configured to directly access Possum Hollow Road;

WHEREAS, due to the configuration of the fire station and its direct access to Possum Hollow Road the sixty-foot wide access easement has not been improved, is not used to access the fire station, and is not readily capable of being used to access the fire station in the future;

WHEREAS, the access easement is of no use and of no monetary value to Lancaster County and Red Edge, LLC has requested that Lancaster County abandon the access easement that burdens it property; and

WHEREAS, Lancaster County Council approved abandonment of the easement by quit claim deed to Red Edge, LLC pursuant to Ordinance No. 2020- 1649.

KNOW ALL MEN BY THESE PRESENTS, That **LANCASTER COUNTY**, (“**GRANTOR**”) in the State aforesaid, for no consideration and to abandon an unused

unimproved easement, has remised, released and forever quit-claimed, and by these presents does remise, release, and forever quit-claim unto the said Red Edge, LLC (**“GRANTEE”**) any right, title, or interest that Lancaster County holds in the Grantee’s property identified as Tax Map No. 0008-00-063.05, and more fully shown and described, in part, in **Exhibit “A”** attached hereto and incorporated herein as by reference.

Grantee Address:

Red Edge, LLC
9789 Charlotte Highway, Suite 400 #278
Fort Mill, SC 29707

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging to in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said **Red Edge, LLC**, its successors and assigns forever.

WITNESS my Hand and Seal this _____, of March 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Steve Willis,
Lancaster County Administrator

Witness #2

STATE OF SOUTH CAROLINA) ACKNOWLEDGMENT

COUNTY OF LANCASTER)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that LANCASTER COUNTY, by Steve Willis, its Administrator personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this _____ day of March 2020.

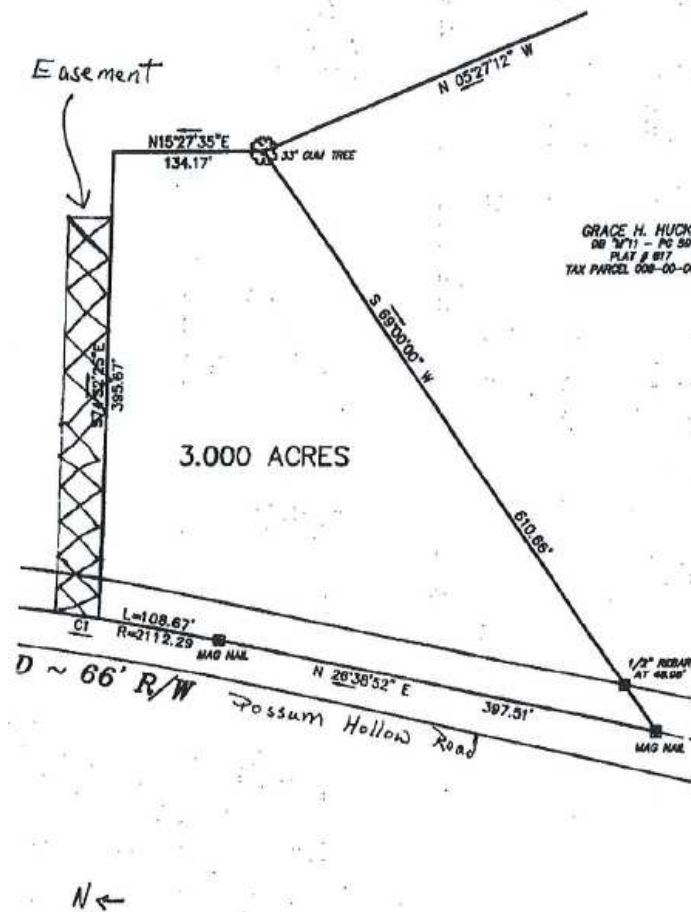
_____(SEAL)
 Notary Public for State of South Carolina
 My commission expires:_____
 Print Name:_____

Exhibit "A"
Property Description and Easement Sketch

All that certain piece, parcel or lot of land situate, lying and being on Possum Hollow Road, in Indian Land Township, Lancaster County, South Carolina, consisting of a non-exclusive sixty (60) foot wide ingress and egress easement that burdens the property now or formerly owned by Red Edge, LLC and more particularly shown and described on the sketch below, same being Exhibit "B" to that deed of conveyance to County of Lancaster, South Carolina from Crisis Hill, Inc., dated December 22, 2008, and recorded in the office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 497, Page 335-341.

Tax Map #: portion of 0008-00-063.05

60-FOOT WIDE VEHICULAR ACCESS EASEMENT



STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

AFFIDAVIT OF EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.
2. The property being transferred is located at Tax Map No. 0008-00-063.05
3. The deed is exempt from the deed recording fee because (See information section of affidavit):
 No consideration paid, grantor is abandoning easement rights .
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Lancaster County Attorney.
5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

John K. DuBose, III, Esquire
Lancaster County Attorney

SWORN to before me this_____, day
of March, 2020.

Notary Public for South Carolina
My Commission Expires _____
Print Name: _____



LANCASTER COUNTY GIS

Tax Map:

0008 00 063 06

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

GENERAL WARRANTY DEED
(and Easement)

KNOW ALL MEN BY THESE PRESENTS, that **Crisis Hill, Inc. ("Grantor")**, a North Carolina corporation, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor paid by the **County of Lancaster, South Carolina ("Grantee")**, whose mailing address is P.O. Box 1809, Lancaster, South Carolina 29721-1809, *SUBJECT TO* the matters set forth below has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, the three (3) acre parcel of real estate on Possum Hollow Road and the easement (the "Property") described as follows:

SEE EXHIBIT A ATTACHED HERETO
AND INCORPORATED HEREIN

**RECORDED THIS 7th DAY
OF JANUARY, 2009
IN BOOK O PAGE C-1**

Cheryl Morgan

Auditor, Lancaster County, SC

TOGETHER with a non-exclusive sixty (60) foot wide easement appurtenant to the above described premises for additional vehicular access, ingress and egress between Possum Hollow Road and the entrance to the back portion of the three acre tract. The easement is parallel with and adjacent to the northern boundary of the three acre tract as shown cross hatched on EXHIBIT B hereto. The property burdened by the easement is a portion of the 4.75 acre tract retained by Grantor out of tax parcel 0008-00-063.05 and acquired pursuant to deed in Deed Book 331 at page 322.

The Property is sold *SUBJECT TO* any accruing real property taxes and any easements of record affecting the Property, including any which may be shown on a recorded plat.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including but not limited to all improvements of any nature located on the Property and all easements and rights-of-way appurtenant to the Property.

2008017278

DEED
RECORDING FEES \$13.00
STATE TAX \$0.00
COUNTY TAX \$0.00

PRESENTED & RECORDED:
12-22-2008 12:30 PM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK: DEED 497
PG: 335-341

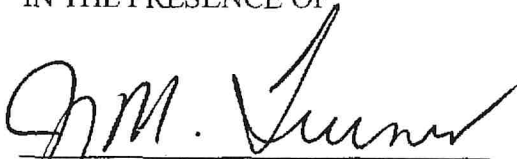
COLUMBIA 939200v1

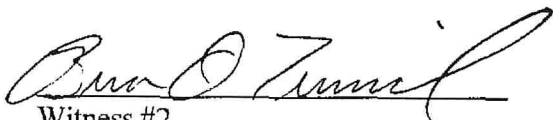
TO HAVE AND TO HOLD all and singular the Property unto Grantee, and Grantee's successors and assigns, forever.

And, subject to the matters set forth above, Grantor does hereby bind itself, its successors, administrators and other lawful representatives, to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against Grantor and against Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed under seal by its duly authorized representative this 22 day of December, 2008.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness #1

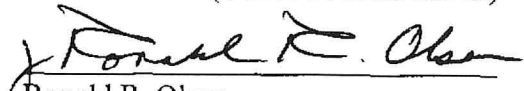

Witness #2

GRANTOR:

CRISIS HILL, INC.

(CORPORATE SEAL)

By:


Ronald R. Olsen
Its: President

Attest By:


Its: Secretary / Assistant Secretary

STATE OF SOUTH CAROLINA)
COUNTY OF Lancaster)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within-named Grantor by Ronald R. Olsen, it President, and attested by Ronald R. Olsen its Secretary/Assistant Secretary sign, seal, and as the act and deed of the Grantor, deliver the within-written Deed for the uses and purposes therein mentioned, and that s/he with the other witness whose signature appears above, witnessed the execution thereof.

J.M. Turner
Witness #1 signs again here

SWORN TO before me this 22
day of December, 2008.

B. O. P.

Notary Public for South Carolina

My Commission Expires: Sept 1 2010

EXHIBIT A

PROPERTY DESCRIPTION

All that certain piece, parcel or lot of land together with any improvements thereon situate, lying and being on Possum Hollow Road, in Indian Land Township, Lancaster County, South Carolina, as shown on a Boundary and Topographic Survey for Lancaster County prepared by Fisher-Sherer Inc. dated December 5, 2008, and described thereon as follows: Beginning at a point 913.21 feet southeast of the magnetic nail in the centerline of the intersection of Possum Hollow Road and Terrier Lane and running from said point of beginning S75°06'15"E for a distance of 395.67 feet to a ½" rebar; thence turning and running S14° 53'44"W for a distance of 134.17 feet to a point marked by a 33-inch gum tree; thence turning and running S68°26'09"W for a distance of 610.66 feet to a magnetic nail in the centerline of Possum Hollow Road; thence turning and running along the centerline of Possum Hollow Road N26°05'01"E for a distance of 397.51 feet to a magnetic nail; thence continuing along the centerline of Possum Hollow Road along a curve having a radius of 2112.29 feet, an arc length of 108.67 feet, and a chord bearing and distance of N24°26'35"E for a distance of 108.66 feet to a magnetic nail, being the point of beginning, be all measurements a little more or less. The survey contains 3.00 acres and is recorded in Plat Book 2008 at Page 1123.

Tax Map Number: 008-00-063.05 *portion of*

Derivation: Being a portion of the property conveyed to Crisis Hill, Inc. by deed from Jerry A. Pressley dated April 28, 2006, recorded on April 28, 2006 in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed book 331 at Page 322.

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being deeded, consisting of approximately 3 acres located on Possum Hollow Road, Indian Land Township, Lancaster County, South Carolina (Tax Map No. 008-00-063.05), was transferred by Deed of Crisis Hill, Inc. to the County of Lancaster, South Carolina dated December 22, 2008.
3. Check one of the following: The deed is
 - (a) subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) ☒ exempt from the deed recording fee because: **Exception #2 - transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district. (See Information sections of affidavit): (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)**
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) The fee is computed on the fair market value of the realty which is _____.
 - (c) The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes or No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$ _____
 - (b) Place the amount listed in item 5 above here: \$ _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Representative of Seller.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

CRISIS HILL, INC.

SWORN to before me this 22
day of December, 2008

By:

Ronald R. Olsen
Ronald R. Olsen

Its: President

Attested By:

Ronald R. Olsen
Its: Secretary / Assistant Secretary

[Signature]
Notary Public for South Carolina

My Commission Expires: Sept 1 2010

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provision of the law.

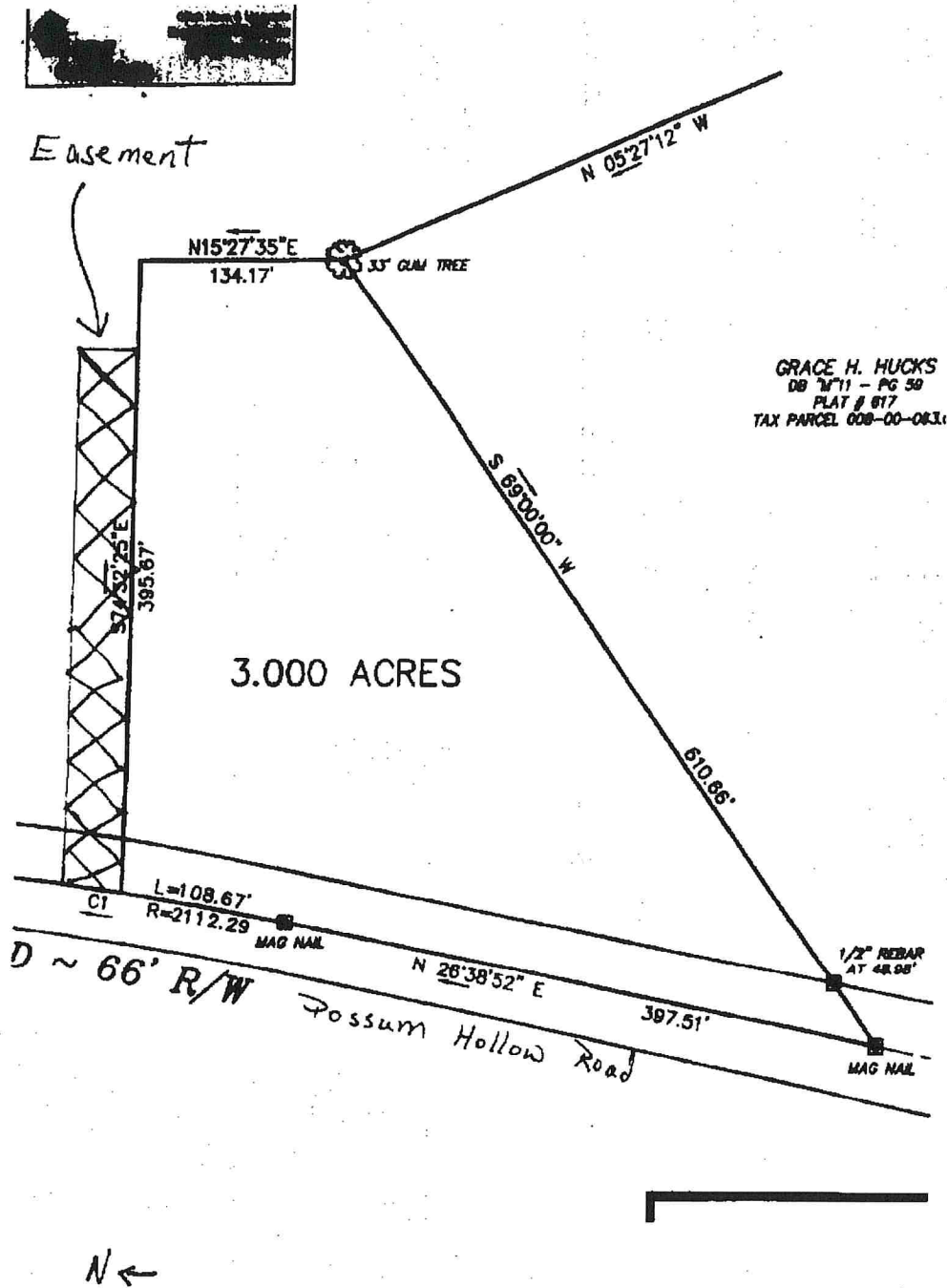
Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school district;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space as a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become or as a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty is a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

COLUMBIA 939206v1

EXHIBIT B

60-FOOT WIDE VEHICULAR ACCESS EASEMENT



Agenda Item Summary

Ordinance # / Resolution #: Resolution 1082-R2020

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

The Lancaster County Council approved two fee agreements for Movement Mortgage's to located and expand in Indian Land. The 2015 agreement was for the construction a new facility for company's headquarters. The 2017 agreement was for the company's expansion and applied to the construction of a second building next to the first one. The agreements provided Fee-In-Lieu-of-Tax (FILOT) arrangements and Special Source Revenue Credits (SSRC) for the projects.

The fee agreement require annual investment and job creation/maintenance numbers to be met at the locations of the projects. General language regarding those entities that would be making the investments and jobs is included in the agreements.

Since entering into the agreements, Movement Mortgage has constructed both buildings. The company has during that time made space available within them to three other entities: Epic Title, Infosys and ServiceMac. These companies have made investments at the buildings and created a number of new jobs. The agreements make reference to other entities being located at the project site and seem to indicate that the investments and jobs from them can be counted towards compliance but the language is not very clear.

This resolution clarifies that the jobs and investments created by entities that lease or occupy space from Movement Mortgage, including but not limited to the three mentioned, can be used to determine Movement Mortgage's eligibility to receive the property tax benefits of the agreement.

Points to Consider:

The Department of Economic Development believes that compliance with the investment and job creation requirements of the fee agreements should not be limited to employees and investments of Movement Mortgage at the project locations. The agreements apply to property taxes generated at a specific location, the investments made there and the jobs based within those locations. Whether the investments and/or jobs required come from Movement Mortgage or other entities utilizing the locations in the agreements, is not an issue for the Department of Economic Development.

In determining whether Movement Mortgage has met the requirements of for property tax benefits under the fee agreements, the Department of Economic Development supports including all investments and jobs at the project locations for which the Movement Mortgage agreements apply. This resolution clarifies that this can be done.

Funding and Liability Factors:

There are no funding or liability factors to Lancaster County as a result of this resolution.

Council Options:

County Council can approve, modify, reject or table the resolution.

Recommendation:

The Department of Economic Development recommends the County Council approve the resolution.

ATTACHMENTS:

Description	Upload Date	Type
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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1082-R2020

A RESOLUTION

PROVIDING THAT FOR PURPOSES OF DETERMINING COMPLIANCE WITH THE INVESTMENT AND JOB CREATION REQUIREMENTS CONTAINED IN THE MOVEMENT MORTGAGE, LLC, FEE AGREEMENTS, MOVEMENT MORTGAGE, LLC, MAY INCLUDE INVESTMENTS AND JOBS CREATED BY ENTITIES THAT ARE LESSEES OF LAND AND BUILDINGS OF MOVEMENT MORTGAGE, LLC.

WHEREAS, the County has previously entered into two Fee Agreements with Movement Mortgage, LLC, both by and among the County, Movement Mortgage, LLC, and TKC CCII, LLC, one dated as of November 23, 2015 (the “2015 Agreement”) and the other dated as of May 8, 2017 (the “2017 Agreement”);

WHEREAS, the 2015 Agreement and 2017 Agreement both provided incentives for the companies to invest and create jobs in the County, but conditioned the incentives on certain investment and job creation levels being met;

WHEREAS, the two Fee Agreements both generally identified the entities that would be making the investments and creating jobs;

WHEREAS, the implementation of the respective projects covered by the 2015 Agreement and the 2017 Agreement has resulted in portions of the respective projects being leased to entities that were not parties to either the 2015 Agreement or 2017 Agreement; and

WHEREAS, the County and Company seek to make clear that investments and jobs created by certain entities may be included in determinations of whether investment and job creation levels under the 2015 Agreement and 2017 Agreement have been met;

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

Section 1. For purposes of determining compliance with the investment and job creation requirements contained in the 2015 Agreement and 2017 Agreement, specifically the Project Commitments, the Minimum Contractual Investment Requirement and the Minimum Contractual Jobs Requirement, all as defined in the 2015 Agreement, and the Total Jobs Commitment, the Investment Commitment, and the Jobs Commitment, all as defined in the 2017 Agreement, Movement Mortgage, LLC, may include the investments of and jobs created by entities that are lessees of land and buildings of Movement Mortgage, LLC, that are covered by the 2015 Agreement and 2017 Agreement. The lessee entities include, but are not limited to, (i) Infosys or one or more of its affiliates, (ii) ServiceMac, LLC, and (iii) EPIC Title, Inc.

Section 2. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

Section 3. This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Approved as to form:

John K. DuBose III, County Attorney

Attest:

Sherrie Simpson, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1083-R2020

Contact Person / Sponsor: Steve Willis/Administration and Cathy McDaniel/Procurement

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Council has previously discussed adding back some of the items removed from the Library project as part of the effort to fit within the budget. We are now requesting the addition of \$285,000 for specific items, and \$215,000 for contingency.

Points to Consider:

A full list of items to add was presented to the Administration Committee on February 11, 2020, and received a favorable recommendation. The list is attached to this agenda.

Staff is also requesting the contingency be increased from 3% to 6% to cover any unanticipated expenses as the projects proceed.

Approval of funding for these items will allow a functional and pleasant environment for library users for years to come. Funding is available through excess Capital Project Sales Tax 2 collections.

Funding and Liability Factors:

The \$500,000 requested is available due to excess Capital Project Sales Tax 2 collections. The final project cost will be dependent on the amount of contingency required during the course of the project, and the amount fundraised to offset some of the cost.

Council Options:

To approve the addition of \$500,000 to the total project budget for the library renovations, or determine another amount to add to the project budget.

Recommendation:

To approve the Resolution authorizing additional funds for the library renovations.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1083-R2020	2/18/2020	Resolution
Library Project Budget, with February additions highlighted	2/18/2020	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1083-R2020

A RESOLUTION

TO AUTHORIZE COUNTY STAFF TO RESTORE ITEMS TO THE LIBRARY PROJECT BUDGET PENDING ADOPTION OF A BUDGET AMENDMENT ORDINANCE; AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings.

WHEREAS, County Council originally directed staff to trim items from the Library project budget related to the Capital Project Sales Tax to meet the forecast budget, and

WHEREAS, it has become apparent that there will be sufficient funding within the Capital Project Sales Tax to restore items in the original plan as envisioned when the project was initially discussed, and

WHEREAS, the County Council is desirous to restore these items so that a superior overall project will be constructed.

Section 2. Authorization by County Council.

By way of Resolution Number 1083-R2020 the Lancaster County Council hereby authorizes the county staff to restore items listed below for the Library projects at a cost not to exceed five hundred thousand dollars (\$500,000.00) pending the adoption of a budget amendment ordinance to appropriate the necessary funding from the Capital Project Sales Tax fund.

Increase contingency to 6% of construction costs	\$214,956
Accept Alternate Item 3 – canopy at Lancaster branch	\$89,416
Restore new windows and openings at Lancaster branch	\$22,528
Restore cast stone sills, headers, and brick detail	\$ 4,180
Restore prairie stone	\$ 2,475
Accept Alternate Item 2 – Parking lot reconfiguration - Lancaster	\$70,614
Interior signage – all branches	\$62,985
Monumental signage – all branches	\$33,000
Accept Alternate Item 4 – operable partition at Del Webb branch	\$29,000
Restore reading garden at Del Webb branch	\$10,793
Parking lot coating and striping – Kershaw branch	\$ 8,000
Restore shades – all branches	\$ 6,490
Restore courtyard – Lancaster branch	\$ 5,548

Section 3. Effective date.

This Resolution is effective upon adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2020.

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:

John DuBose, County Attorney

Library Renovations

2.17.20

Summary	
CPST 2 Bond - Original Amount	\$ 7,922,000
Additional CPST 2 Approved by Council 11.25.19	\$ 239,877
Total Project Budget Approved By Council 11.25.19	\$ 8,161,877
Additional CPST 2 Amount Requested 02.24.20	\$ 500,000
Total Project Budget	\$ 8,661,877

Expenditures		Approved 11.25.19	Requested Feb 2020	Grand Total
Building & Site Work	Base Bid (after VE)	6,063,702		
2.24.20 Request	Alt. #3 - Lancaster Canopy	(89,416)	89,416	
	Alt. # 4 - Del Webb Partition	(29,000)		
	Alt. # 6 - Frit Glazing	2,300		
	Alt. # 7 - Library Shelving	300,000		
	Monument Signage Allowance	30,000	3,000	
	Interior Signage Allowance	30,000	33,000	
2.24.20 Request	Alt. # 2 - Lancaster Parking Lot Reconfig		70,614	
2.24.20 Request	Alt. # 4 - Del Webb Partition		29,000	
2.24.20 Request	Alt. # 5 - Kershaw Parking Lot Seal & Strip		8,000	
2.24.20 Request	Restore new windows & opens @ Lancaster		22,528	
2.24.20 Request	Restore Reading Garden @ Del Webb		10,793	
2.24.20 Request	Restore Shades		6,490	
2.24.20 Request	Restore Courtyard @ Lancaster		5,548	
2.24.20 Request	Restore cast stone sills, headers, & brick detail		4,180	
2.24.20 Request	Restore prarie stone		2,475	
	Construction Subtotal	\$ 6,307,586	\$ 285,044	\$ 6,592,630
Furnishings & Equipment	IT Allowance (access cntrl, security, cabling)	202,053		
	Fire Alarm System	70,820		
Main Library	Furniture & Shelving Allowance	418,140		
Kershaw	Furniture & Shelving Allowance	40,800		
Del Webb	Furniture & Shelving Allowance	97,170		
	Appliance Allowance	6,000		
	FF&E Subtotal	\$ 834,983	\$ -	\$ 834,983
Professional Services	Architecture & Engineering	642,863		
	Hazardous Material Testing	6,225		
	Hazardous Material Abatement	42,520		
	Geotech Testing	4,250		
	Special Inspections	23,115		
	Survey	9,375		
	Prof. Services Subtotal	\$ 728,348	\$ -	\$ 728,348
Contingency				
2.24.20 Request	3% in 11.25.19 Budget; Increase to 6%	185,400	214,956	\$ 400,356
Other	Building acquisition and taxes	80,560		
	Moving Costs	25,000		
Project Total Cost		\$ 8,161,877	\$ 500,000	\$ 8,661,877

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2019-1631

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Project Boom is a construction products company that is considering establishing a new facility in Indian Land. The operation would include the company's manufacturing, administrative, sales and service operations. Project Boom would create 22 new jobs in Lancaster County over five years with an hourly wage of at least \$16. The capital investment is expected to be \$3,200,000, which includes land, building and equipment.

The Lancaster County Department of Economic Development (LCDED) has assisted the company with its site search, county/state incentives, tax issues and workforce development.

LCDED is recommending that Project Boom receive the following county incentives, should the company locate the new project to Indian Land:

- A 20 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that will provide an assessment rate of 6% for real and personal property with a fixed millage rate of 325.4 mills.
- A 5 Year Special Source Revenue Credit (SSRC) that will reduce the company's annual FILOT payment by 50% annually.

The following will be required by Project Boom:

- Maintain 10 full time jobs and a capital investment of \$2.5 million at the facility in order to receive the FILOT annually. If the project falls below either in a given year, the FILOT will be calculated to reflect the ad valorem payment that would be due for that year.
- Employ an average of 10 new full time jobs (NFTJ) at the facility in Year 1, 13 NFTJ in Year 2, 15 NFTJ in Year 3, 17 NFTJ in Year 4 and 18 NFTJ in Year 5 at an hourly wage of at least \$16 during each of the corresponding years of the SSRC. Failure to do will result in the 50% SSRC being reduced in the same proportion that the jobs requirement was not met.

Points to Consider:

Project Boom is an excellent industrial project for Lancaster County. The project is competitive as the company has considered several states for the new facility. South Carolina's property taxes are higher than other states for industrial projects and the FILOT/SSRC are important to addressing this issue and to securing the project in Lancaster County. The recommended incentives for the project follow LCDED's incentive guidelines for new businesses.

Funding and Liability Factors:

There are no funding or liability factors associated with Project Boom.

Council Options:

Council can approve, deny or table with changes.

Recommendation:

LCDED recommends approval of the Project Boom Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2019-1631	2/16/2020	Ordinance
Exhibit A to Ordinance 2019-1631 - Fee Agreement by and between Lancaster County, South Carolina and Project Boom	11/18/2019	Exhibit
Notice of Public Hearing for Ordinance 2019-1631	2/16/2020	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2019-1631

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT BOOM 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 workforce, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(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 ("SSRCs") for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) Project Boom, a limited liability company organized and existing under the laws of the State of _____ (the "Sponsor") is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County which would result in the creation of approximately twenty-two (22) new, full-time jobs and which would constitute a project within the meaning of the Act and which investments are eligible for inclusion as economic development property, the cost of which is estimated to be approximately Three Million Four Hundred Thousand Dollars (\$3,400,000) (the "Project");

(d) pursuant to Resolution No. 1075-R2019, adopted November 25, 2019, the Council approved an Inducement Resolution providing for, among other things, (i) the agreement of the County to enter into a FILOT incentive with the Sponsor, and (ii) the provision of SSRCS against the FILOT payments to be made by the Sponsor in connection with the Project;

(e) the Sponsor has caused to be prepared and presented to the Council the form of a Fee Agreement by and between the County and the Sponsor (the "Fee Agreement"), which provides for FILOT payments utilizing (i) a six percent (6%) assessment ratio, (ii) a fixed millage rate of 325.4 mills, and (iii) a term of twenty (20) years for the Project;

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

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, 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 of the Fee Agreement, attached hereto as Exhibit A, is approved. The terms and provisions of the Fee Agreement 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 FILOT 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.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 25, 2019
Second Reading: December 9, 2019
Public Hearing: February 24, 2020
Third Reading: February 24, 2020

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2019-1631

Fee Agreement

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT BOOM

Dated as of January 13, 2020

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FEE AGREEMENT

This FEE AGREEMENT (this “Agreement”) is dated as of January 13, 2020, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and PROJECT BOOM, a limited liability company organized and existing under the laws of the State of _____ (“Sponsor” and “Company” and, together with any subsequently joined Sponsor Affiliate(s), the “Companies”).

WITNESSETH:

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

WHEREAS, the Companies propose to acquire, construct and install new facilities in the County (the “Project”); and

WHEREAS, the Companies anticipate that the Project will result in the creation of twenty-two (22) new, full-time jobs and an investment of approximately \$3,400,000 in the County; and

WHEREAS, the County Council approved on November 25, 2019, Resolution No. 1075-R2019 (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
[to come]; Lancaster County, South Carolina.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

[to come]
Lancaster County, South Carolina
Tax Map No. **[to come]**
3. Minimum investment agreed upon: N/A.
4. Length and term of this Agreement: 20 years.
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: 325.4 mills.
7. Statements

(a) The Project is to be located in a multi-county park;

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

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

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

“*Act Minimum Investment Requirement*” shall have the meaning set forth in Section 5.01(i).

“*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, whether existing on the date of this Agreement or created in the future. 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 January 13, 2020.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date of this Agreement.

“*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 12.01 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.

“*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 will be located, as identified and described in Exhibit A attached hereto. Notwithstanding the provisions of Section 4.03(i), real

estate other than the real estate identified in Exhibit A may be included in the Project only by amendment to this Agreement as provided in Section 13.12 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, 2019, between the County and Chesterfield County, South Carolina, as authorized by the Multi-County Park Act or such other multi-county park established in accordance with 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. Full-time jobs relocated from other states to the Project shall be counted as New Full-Time Jobs if the relocated jobs meet the Wage Requirement. 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.

“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 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.

“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” or *“SSRCs”* 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 pursuant to the provisions of Section 9.04 of this Agreement.

“State” shall mean the State of South Carolina.

“Term” shall mean the term of this Agreement, as set forth in Section 11.01 hereof.

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

“Wage Requirement” means Sixteen Dollars (\$16.00) per hour, and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken.

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 and acts through its County Council as its governing body; (ii) it is authorized by the Act to enter into this Agreement; (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Agreement.

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

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

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

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

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

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

(f) Sponsor intends to operate the Project for [to come] purposes 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 the 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 each 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. 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 any of 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) Jobs created by Sponsor and Sponsor Affiliates shall be included in any determination whether the Jobs Commitment made by the Company in this Section 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 new facility

is first placed in service or (ii) the first year Special Source Revenue Credits are taken, with Year 1 being the first year (thus, for example, if the Company first places its new facility in service in 2021 and includes the new facility on its Schedule S to Department of Revenue Form PT-300 for 2022, and first takes the Special Source Revenue Credit in 2021 (the FILOT Payment for which would be due by January 15, 2023), then 2022 would be “Year 1”):

(1) to have employed in New Full-Time Jobs meeting the Wage Requirement an average of not less than ten (10) during Year 1,

(2) to have employed in New Full-Time Jobs meeting the Wage Requirement an average of not less than thirteen (13) during Year 2,

(3) to have employed in New Full-Time Jobs meeting the Wage Requirement an average of not less than fifteen (15) during Year 3,

(4) to have employed in New Full-Time Jobs meeting the Wage Requirement an average of not less than seventeen (17) during Year 4, and

(5) to have employed in New Full-Time Jobs meeting the Wage Requirement an average of not less than eighteen (18) during Year 5.

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

Section 4.02. Reporting and Filing.

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

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the aggregate New Full-Time Jobs paying an hourly wage rate not less than the Wage Requirement 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 March 31 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 and 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. Notwithstanding anything to the contrary in this Agreement, the Company shall be entitled to determine, subject to applicable law, the first year in which the Negotiated FILOT shall apply by means of the Company's annual filing with the Department of Revenue of Schedule S to Department of Revenue Form PT-300, a copy of which shall be provided by each Company to the officials and counties as required by Section 4.02(a) of this Agreement.

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

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

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty (20) consecutive years beginning with the first year in which the Negotiated FILOT applies as determined in accordance with paragraph (a) of this Section 5.01, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT Payment").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 325.4 mills, for the Term, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

(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 Special Source Revenue Credits) 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. 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 the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment. Specifically, in any year in which the Company fails to meet the Jobs Commitment, the annual Special Source Revenue Credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if in Year 3 (as referenced in Section 4.01(b) hereof), the Company should have employed in New Full Time Jobs paying an hourly wage rate not less than the Wage Requirement, an average of twelve (12) (rather than the fifteen (15) referenced in Section 4.01(b)(3) hereof), then the Special Source Revenue Credit would be set at 80% (12 divided by 15 equals 80%) of 50% which results in a Special Source Revenue Credit in Year 3 of 40% (80% times 50% equals 40%).

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

As an example of the calculation set forth in this subsection (k), and by way of example only, (i) assuming the new facility 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 classified as personal 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 classified as personal 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 Negotiated 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 11.02 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

OTHER COUNTY SUPPORT OF COMPANY

Section 6.01. Grants and Other Incentives. The County shall use its best efforts to (i) assist the Company in locating potential grants, in-kind, or other economic assistance or non-economic assistance from state and federal authorities and utilities for costs associated with the Project, including but not limited to public infrastructure costs, (ii) assist the Company in applying for state and federal economic development incentives that flow through the County, and (iii) assist the Company in obtaining job recruitment and training assistance through the ReadySC program. As used in this Section 6.01, “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, 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.

ARTICLE VII

PAYMENTS BY COMPANIES

Section 7.01. 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 VIII

CASUALTY AND CONDEMNATION

Section 8.01. 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 IX

PARTICULAR COVENANTS AND AGREEMENTS

Section 9.01. 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 9.02. 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 10.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act, and, to the extent required by the Act, the County hereby provides its consent with respect to any and all such assignments and transfers. 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. With respect to any assignments not consented to pursuant to this Section 9.02 and which require consent, approval or ratification under the Act, the County agrees to not unreasonably withhold its consent, approval or ratification, as applicable; and the County shall provide any such consent, approval or ratification by a resolution of County Council.

Section 9.03. 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 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 9.04. Sponsors and Sponsor Affiliates.

(a) Sponsor may designate from time to time, without the need for any additional County consent, 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 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 Related Entities (as defined in Section 10.01 below). The County consents to any and all designations made pursuant to this subsection (a).

(b) All Sponsor Affiliates, other than those designated pursuant to subsection (a) of this Section 9.04, 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 Council by passage of a resolution to that effect.

(c) The designation of an additional Sponsor Affiliate pursuant to this Section 9.04 shall be evidenced by the additional Sponsor Affiliate executing and delivering a joinder agreement, the form of which is attached to this Agreement as Exhibit B. County execution of the

joinder agreement is required only for the additional Sponsor Affiliates with respect to which the County is required by the Act to give its consent.

(d) To the extent that the aggregate investment in the Project by the end of the Investment Period by the Sponsor exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by the Sponsor and such Sponsor Affiliates during the Investment Period shall qualify for the Negotiated 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.

(e) Sponsor shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate designated pursuant to this Section 9.04 within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE X

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 10.01. 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 or Affiliate of the Sponsor or Sponsor Affiliate (collectively, the “Related Entities”) (as to which such transfers the County hereby consents), 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) where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with 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, as applicable, this Section 10.01 or the Transfer Provisions.

Section 10.02. 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 10.01 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 XI

TERM; TERMINATION

Section 11.01. 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 20 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 11.02. 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 11.02 at any time during the initial Investment Period prior to the Companies' meeting the Jobs 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 XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default by Companies.

(a) Subject in all events to Section 13.14 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 60 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 the Jobs Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 12.02. 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 12.03. 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 XIII

MISCELLANEOUS

Section 13.01. 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 13.02. 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 13.03. Intentionally Omitted.

Section 13.04. 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 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 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 13.05. 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 13.06. 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 13.06.

(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@lancastercountysc.net

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

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

(b) As to the Sponsor:

[to come]

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

[to come]

Section 13.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 13.08. 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 13.09. 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 13.10. 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 13.11. 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 13.12. 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 13.13. 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 13.14. Force Majeure. The Companies shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Companies' reasonable control.

/SIGNATURE PAGE TO FOLLOW/

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

PROJECT BOOM

By: _____

Its: _____

By: _____

Its: _____

EXHIBIT A

Land

Land upon which Project will be located:

Description:

Tax Map No.

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EXHIBIT B (see Section 9.4)

FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee Agreement, dated as of January 13, 2020 ("Fee Agreement"), between Lancaster County, South Carolina ("County") and _____ ("Company").

1. Joinder to Fee Agreement.

_____, a [state] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Company [except the following: _____]; (b) shall receive the benefits and be subject to the obligations as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were the Company [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate's execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, does not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Company in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 13.06 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

Name of Entity

By:

Its:

County Acknowledgement

[REQUIRED ONLY FOR THOSE ADDITIONAL SPONSOR AFFILIATES FOR WHICH COUNTY CONSENT IS REQUIRED BY THE FEE IN LIEU OF TAX SIMPLIFICATION ACT]

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

LANCASTER COUNTY, SOUTH CAROLINA

By:

Its:

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,
February 24, 2020, at 6:00
p.m. in the Lancaster County
Council Chambers, second
floor, County Administration
Building, 101 North Main
Street, Lancaster, South
Carolina, or at such other
location in or around the
complex posted at the main
entrance. The purpose
of the public hearing is to
receive public comment on
Ordinance No. 2019-1631,
titled "AN ORDINANCE
TO AUTHORIZE THE
EXECUTION AND
DELIVERY OF A FEE
AGREEMENT BY AND
BETWEEN LANCASTER
COUNTY AND PROJECT
BOOM, 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."
At the public hearing and
any adjournment of it, all
interested persons may be
heard either in person or by
their designee.
28-11-1W-Nelson Multis-bill

This is to certify that the attached Legal Notice was published in The Lancaster
News in the issue of *February 5, 2020*

Penisa G. Gault

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1644
Contact Person / Sponsor: Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Granting a power line easement so that Duke Energy can serve the new Animal Shelter.

Points to Consider:

This is a standard easement for necessary power lines to serve the new Animal Shelter.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the Ordinance.

Recommendation:

Approve the Ordinance. This is a routine easement and has not been before any of the Council Standing Committees.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1644	1/19/2020	Ordinance
Exhibit A to Ordinance 2020-1644 - Easement Form	1/18/2020	Exhibit
Easement Sketch	1/19/2020	Backup Material
Notice of Public Hearing for Ordinance 2020-1644	2/14/2020	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2020 - 1644

AN ORDINANCE

TO APPROVE AN AGREEMENT BETWEEN LANCASTER COUNTY AND DUKE ENERGY CAROLINAS, PROVIDING AN EASEMENT TO DUKE ENERGY CAROLINAS TO BE LOCATED ACROSS COUNTY OWNED PROPERTY AT 2074 PAGELAND HIGHWAY; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County (the “County”) owns the land at 2074 Pageland Highway identified further as Tax Map No. 0069-00-076.00;
- (2) Duke Energy Carolinas (“Duke”) is the provider of electrical service to portions of Lancaster County and Duke proposes to install lines to serve the new Animal Shelter; and
- (3) it is the purpose of this ordinance to approve an agreement providing an easement to so that the Duke may serve the new Animal Shelter.

Section 2. Approval of right-of-ways agreement.

(A) Council authorizes and approves the Agreement granting an easement to Duke as described in Section 1. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Agreement on behalf of the County. By adoption of this ordinance, Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing

the Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Agreement.

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, the Deputy County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, 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 _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 27, 2020
Second Reading: February 10, 2020
Public Hearing: February 24, 2020
Third Reading: February 24, 2020

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2020 - 1644

**Form of Easement Agreement
Lancaster County and Duke Energy Corporation
2074 Pageland Highway Easement**

See attached.

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EASEMENT

Return To: Duke Energy Carolinas
Attn: Elliott Wallace
6325 Wilkinson Blvd.
Charlotte, NC 28214

SOUTH CAROLINA

LANCASTER COUNTY

Parcel reference: 0069-00-076.00

THIS EASEMENT ("Easement") is made this _____ day of _____, 2020 ("Effective Date"), from LANCASTER COUNTY ("GRANTOR", whether one or more), to Duke Energy Carolinas, LLC, a North Carolina limited liability company ("DEC"); its successors, licensees, and assigns.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto DEC, its successors, licensees, and assigns, the perpetual right, privilege, and easement to go in and upon the land of GRANTOR situated in the City of Lancaster, described as follows: Bounded by the land owned by S C Portfolio Property LLC, aka Lancaster Convalescent Center on the West all in Lancaster South Carolina. (the "Property"), LESS AND EXCEPT any prior out-conveyances, and to construct, reconstruct, operate, patrol, maintain, inspect, repair, replace, relocate, add to, modify and remove electric and/or communication facilities thereon including but not limited to, supporting structures such as poles, cables, wires, underground conduits, enclosures/transformers, vaults and manholes and other appurtenant apparatus and equipment (the "Facilities") within an easement area being twenty (20) feet wide, together with an area ten (10) feet wide on all sides of the foundation of any DEC enclosure/transformer, vault or manhole (the "Easement Area"), for the purpose of transmitting and distributing electrical energy and for communication purposes of DEC and Incumbent Local Exchange Carriers. The centerline of the Facilities shall be the center line of the Easement Area.

The right, privilege and easement shall include the following rights granted to DEC: (a) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways and paved areas where practical as determined by DEC); (b) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening or improvement; (c) to trim and keep clear from the Easement Area, now or at any time in the future, trees, limbs, undergrowth, structures or other obstructions, and to trim or clear dead, diseased, weak or leaning trees or limbs outside of the Easement Area which, in the opinion of DEC, might interfere with or fall upon the Facilities; and (d) all other rights and privileges reasonably necessary or convenient for DEC's safe, reliable and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein.

Notwithstanding anything to the contrary above, it is understood and agreed that: (1) the EASEMENT herein granted is for facilities to be installed at any point where needed on the above-referenced land of GRANTOR and/or where needed to serve adjoining lands, portions of which facilities may be installed immediately, and other portions installed in the future as the need develops; and (2) said facilities shall be installed at locations mutually agreeable to the parties hereto.

TO HAVE AND TO HOLD said rights, privilege, and easement unto DEC, its successors licensees, and assigns, forever, and GRANTOR, for itself, its heirs, executors, administrators, successors, and assigns, covenants to and with DEC that GRANTOR is the lawful owner of the Property and the Easement Area in fee and has the right to convey said rights and Easement.

IN WITNESS WHEREOF, this EASEMENT has been executed under seal by GRANTOR and is effective as of the Effective Date herein.

Witnesses:

LANCASTER COUNTY

(Witness #1)

By: _____

(Witness #2)

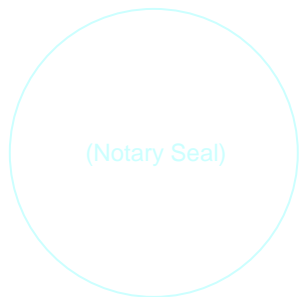
Print: _____

Title: _____

SOUTH CAROLINA, _____ COUNTY

I, _____, a Notary Public of _____ County, South Carolina certify that _____, _____ (Title) of Lancaster County personally appeared before me this day and acknowledged the due execution of the foregoing EASEMENT as Member/Manager on behalf of the limited liability company.

Witness my hand and notarial seal, this _____ day of _____, 2020.



(Notary Seal)

Notary Public

My commission expires: _____

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, February 24, 2020, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2020-1644, an ordinance titled **"AN ORDINANCE TO APPROVE AN AGREEMENT BETWEEN LANCASTER COUNTY AND DUKE ENERGY CAROLINAS, PROVIDING AN EASEMENT TO DUKE ENERGY CAROLINAS TO BE LOCATED ACROSS COUNTY OWNED PROPERTY AT 2074 PAGELAND HIGHWAY; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE."** At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *February 5, 2020*

Benita G. Gush

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1646

Contact Person / Sponsor: Steve Willis/Administration and Paul Moses/Airport Manager

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

This ordinance creates the Airport Advisory Committee. The Ordinance has now been updated to reflect correct numbering and that members can serve more than 2 terms upon a 2/3 vote of County Council.

Points to Consider:

This ordinance will eliminate the current Airport Commission code sections and insert a new section in Chapter Two creating the Airport Advisory Committee.

This eliminates the current Chapter Three of the County Code

Funding and Liability Factors:

N/A

Council Options:

Approve, disapprove or amend the Ordinance.

Recommendation:

At their December 10, 2019 meeting, the Infrastructure and Regulation Committee recommended that the Ordinance be sent forward to full Council with a favorable recommendation.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1646	1/31/2020	Ordinance
LKR Regulations and Minimum Standards	12/2/2019	Backup Material
Notice of Public Hearing for Ordinance 2020-1646	2/16/2020	Public Hearing Notices

STATE OF SOUTH CAROLINA)

ORDINANCE NO.: 2020-1646

COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND CHAPTER THREE OF THE LANCASTER COUNTY CODE RELATED TO AIRPORTS AND AVIATION AND TO ADOPT DIVISION EIGHT OF ARTICLE ELEVEN OF CHAPTER TWO OF THE LANCASTER COUNTY CODE RELATED TO THE AIRPORT ADVISORY COMMITTEE; AND TO PROVIDE FOR MATTERS RELATED THERETO.

WHEREAS, it has been determined and it is recommended to the full County Council that the Lancaster County Airport should become a department of county government; and

WHEREAS, County Council desires to replace the Airport Commission with an Airport Advisory Committee;

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

Section 1. Chapter Three of the Lancaster County Code is amended as follows;

~~Chapter 3—AIRPORTS AND AVIATION~~

~~ARTICLE I.—IN GENERAL~~

~~Secs. 3-1—3-20. Reserved.~~

Ordinance 2020-1646
Page 1 of 7

ARTICLE II. -- AIRPORT COMMISSION

Sec. 3-21. -- Purpose.

The purpose of the Lancaster County Airport Commission shall be to administer the handling of all matters affecting airports and to establish rules, policies, plans and procedures for the Lancaster County Airport.

(Ord. No. 237, 7-25-94)

Sec. 3-22. -- Composition and meetings.

~~(a) The commission shall be composed of seven (7) members appointed by the county council. Each council member shall recommend one (1) member to represent the council member's district; however, residency in the council member's district is not required.~~

~~(b) (1) The term of office for airport commission members is four (4) years. All terms end on June 30. A person who has served two (2) consecutive terms on the airport commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; provided, however, upon a two-thirds (2/3) vote of the county council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.~~

~~(2) A member of the commission who misses three (3) consecutive meetings of the commission during any fiscal year or a total of five meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the commission chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.~~

~~(3) Members of the airport commission serve at the pleasure of county council.~~

~~(c) The commission shall meet quarterly and at other times at the call of the chair. Each year, the commission shall elect a chair, vice chair and secretary.~~

~~(d) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the commission chair and the county administrator.~~

~~(e) Within one (1) year of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a commission member.~~

(Ord. No. 237, 7-25-94; Ord. No. 998, § 2.A, 4-26-10; Ord. No. 1258, § 1, 3-10-2014)

Sec. 3-23. -- Duties.

The commission shall:

~~(1) Prepare annual expense and revenue budgets for the operation of the Lancaster County Airport and the functions of the commission.~~

- ~~(2) Recommend methods of management and operation of the county airport.~~
- ~~(3) Appoint an operator for the county airport, subject to approval by the county council.~~
- ~~(4) Develop plans for the maintenance and future uses of the county airport.~~
- ~~(5) Accept for and in behalf of the county, by deed, gift, or otherwise from the federal government or any of its agencies, any and all property of every kind or description, the ownership of which by the commission may tend to promote and advance aeronautics in the county, provided that any property be titled to Lancaster County.~~

~~(Ord. No. 237, 7-25-94)~~

~~Sec. 3-24. Financial controls; audit.~~

- ~~(a) Annually, at the time designated by the county council, the commission shall submit to the county council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.~~
- ~~(b) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the county council. The commission shall designate a person on the commission as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.~~
- ~~(c) The county shall include the commission in the annual independent audit of the financial records of the county.~~
- ~~(d) The commission is subject to the county's personnel policies including wage and salary guidelines.~~

~~(Ord. No. 237, 7-25-94; Ord. No. 998, § 2.B, 4-26-10)~~

~~Sec. 3-25. Records and reports.~~

- ~~(a) The commission shall maintain records of its meetings and shall forward copies of the minutes of each meeting to the county council within thirty (30) days of each meeting. The minutes shall reflect the date of the meeting, the members present and the business considered and decided. The secretary of the commission will transcribe the minutes of each meeting and forward them to the office of the county administrator for typing and distribution.~~
- ~~(b) The commission shall report annually to the council or, upon request, concerning its activities. Council shall designate the time for the annual report.~~

~~(Ord. No. 237, 7-25-94)~~

~~Sec. 3-26. Freedom of information.~~

~~The Lancaster County Airport Commission is a public body within the meaning of Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act and, as such, is required to give public notice of its meetings and agendas and attempt to notify the press thereof as required by the Act.~~

~~(Ord. No. 237, 7-25-94)~~

~~Sec. 3-27. — Legal counsel.~~

~~In the event the commission requires the advice of legal counsel, the commission shall first contact the county attorney. If for any reason the county attorney is unable to represent the commission, the county attorney shall so advise the commission and the council. The council, upon recommendation of the commission, may provide substitute counsel if deemed necessary by council.~~

~~(Ord. No. 237, 7-25-94)~~

~~Sec. 3-28. — Inventory.~~

~~The commission shall keep an inventory of all equipment, furnishings, and facilities owned, operated, leased or used by the commission. The inventory shall clearly identify each item. The commission shall clearly mark for identification all county-owned equipment. The commission shall furnish a copy of the inventory to county council.~~

~~(Ord. No. 237, 7-25-94)~~

~~Secs. 3-29 — 3-40. — Reserved.~~

~~ARTICLE III. — RESERVED~~

~~Secs. 3-41 — 3-54. — Reserved.~~

Chapter 3 - AIRPORTS AND AVIATION

ARTICLE I. - IN GENERAL

Sec. 3-1. — Regulations and Minimum Standards Adopted.

The Regulations and Minimum Standards for the Lancaster County Airport McWhirter Field (LKR) dated February 27, 2005 shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein.

Section 2. Chapter Two of the Lancaster County Code is amended as follows:

Chapter 2 - ADMINISTRATION

ARTICLE XI. - BOARDS, COMMISSIONS AND SIMILAR ENTITIES

DIVISION 8. — AIRPORT ADVISORY COMMITTEE

Sec. 2-392. - Purpose and objectives.

The purpose and objective of the Airport Advisory Committee shall be as follows:

- (a) To make recommendations to the airport manager for the aeronautic needs of the county and the implementation of plans established by council;
- (b) To promote use of the airport and aeronautic activities within the entire county;

Sec. 2-393. - Composition of committee.

- (a) The Airport Advisory Committee shall be composed of seven (7) members, all of whom shall be Lancaster County residents. Each council member shall have one (1) nomination. It shall not be necessary that the nominee reside in the district of the council member making the nomination.
- (b) The term of office for all Airport Advisory Committee members is four (4) years, commencing on July 1 and ending on June 30. A person who has served two (2) consecutive terms on the Airport Advisory Committee is ineligible for an additional appointment without there being a one-year period prior to an additional appointment; provided, however, upon a two-thirds (2/3) vote of the county council members, a person may be reappointed to the commission notwithstanding the term limitation.. Time served in filling a vacancy shall not be included in the term limitation. Members do not continue to serve until their successor is appointed. Vacancies shall be filled in the same manner as the original appointment.
- (c) Members of the Airport Advisory Committee serve at the pleasure of council and can be removed with or without cause.
- (d) A member of the Airport Advisory Committee who misses three (3) meetings in any fiscal year automatically vacates membership on the committee. However, the chairman of the committee has the authority to excuse the attendance of a committee member in the event of an emergency deemed acceptable in the Chairman's sole discretion provided that the absence is requested in advance and announced at the time of the meeting in which the absence occurs.
- (e) All members serve without compensation but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the committee chair.

Sec. 2-394. - Initial terms of office.

The initial terms of members shall be staggered. Members initially appointed to represent council districts 1, 3, 5, and 7 shall serve through June 30, 2021. Members initially appointed to represent council districts 2, 4, and 6 shall serve through June 30, 2023.

Sec. 2-395. - Meetings.

- (a) Airport Advisory Committee meetings shall be held no less than every quarter or, alternatively, more often as deemed necessary and appropriate by the committee chairman and/or the airport manager.
- (b) All meetings shall be open meetings and advertised as required by state statute. An agenda for each meeting shall be established pursuant to the guidelines found in Robert's Rules of Order. Meetings shall be conducted using the parliamentary procedures contained in Robert's Rules of Order or such other procedures as may be adopted through formal Resolution of the Committee after its formation.

(c) At the first meeting following July 1 of each year, the committee membership shall elect a member to serve as chairman for a one (1) year period, a member to serve as vice-chairman for a one (1) year period, and a member to serve as secretary for a one (1) year period. There shall be a limit of no more than three (3) years of consecutive service as chairman.

Sec. 2-396. - Records and reports:

The committee shall maintain written, summary minutes of its meetings, including therein the date of the meeting, the members present and the business and topics discussed. A copy of approved committee meeting minutes shall be forwarded to the clerk to council within five (5) business days of each meeting.

Sec. 2-397. - Freedom of information.

Compliance with all requirements of the South Carolina Freedom of Information Act shall be mandatory.

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, resolutions or orders, 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 _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading: January 27, 2020
Second Reading: February 10, 2020
Public Hearing: February 24, 2020
Third Reading: February 24, 2020

Approved as to form:

John DuBose, County Attorney

Lancaster County Airport

MCWHIRTER FIELD (LKR)

Regulations and Minimum Standards

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Legislative History

Approved by Airport Commission

March 2008

Approved by Lancaster County Council

Ordinance Adopted by County Council

Insurance regulations revised

I. Definitions

Unless from the context a different meaning is apparent as used in these regulations, the terms hereinafter used shall be defined as follows. These definitions shall not supersede any definitions contained in specific written agreements.

Air Operations Area

That area used or intended to be used for landing, takeoff, or surface maneuvering of aircraft.

Air Taxi

An aviation service defined under either Part 121 or Part 135 of the Federal Aviation Regulations. Such operations may be subject to the Minimum Standards herein.

Aircraft

Any contrivance now known or hereafter invented, used, or designed for flight in air. See specific classifications of business, club, commercial, private, or public aircraft.

Airport

The Lancaster County Airport/McWhirter Field, located near SC Highway 9 and Aviation Blvd.

Airport Commission

The Lancaster County Airport Commission as established by the Lancaster County Council

Airport Manager

The Airport Manager is the County Administrator, or his designee. See page 7.

Airside

See Air Operations Area

Apron

That area intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

Aviation fuel

Avgas, aviation gasoline, jet fuel, auto gas, bottled propane, or any other fuel brought onto the Airport to be used in aircraft.

Based aircraft

An aircraft that is (a) owned by a Fixed Base Operator located at the airport under a lease; (b) parked in a tie down or hangar leased from either an FBO or the airport; or (c) the subject of an access agreement.

Business aircraft

Aircraft owned by businesses not engaged in any aviation business covered by the Minimum Standards herein.

Cargo (Air)

Any property carried on an aircraft other than mail, stores, or baggage.

City

The City of Lancaster, South Carolina.

Club aircraft

Aircraft owned and operated in accordance with the Flying Club section of these Regulations.

Commercial aircraft

Aircraft owned by a Fixed Base Operation under any portion of the Minimum Standards herein.

Commercial Operation

Any business activity at the Airport the purpose of which is to make a profit. See Concessionaire and Fixed Base Operation.

Concessionaire

A business operation at or on the Airport under a concession agreement. See page 26.

County

The county of Lancaster, South Carolina

FAA

The Federal Aviation Administration.

Fixed Base Operation (FBO)

An individual, partnership, firm, association or corporation engaged in one or more aeronautical services for which minimum standards are provided herein and which has

entered into a written lease or agreement for the use of any portion of the airport.

Flight pattern

The configuration or form of a flight path flown, or prescribed to be flown, by an aircraft as in making an approach to a landing.

Flying clubs

A flying club is recognized as a plan for the joint ownership of aircraft and distribution of the cost of maintaining and operating such aircraft. See page **18**.

Hangar-keeper

An aircraft storage Fixed Base Operator.

Instructor

Any individual holding the requisite FAA certificate who gives or offers to give for compensation instruction in the operation, repair, or maintenance of aircraft, aircraft power plants and accessories, or other aviation accouterments including the repair, packaging and maintenance of parachutes.

Owner (of the Airport)

The County of Lancaster.

Owner Service Area

A designated location for servicing of aircraft. See page 22.

Person

A natural person.

Private aircraft

Aircraft owned by individuals and operated non-commercially.

Private facilities

Those areas leased to an aircraft owner for aircraft storage or to a Fixed Base Operation or concessionaire.

Public aircraft

Aircraft owned and operated by a local, state or federal government entity.

Public facilities

The following facilities on the Airport:

- a. Runways for the purpose of landing and take off.
- b. Taxiways for the purpose of ground movement of aircraft.
- c. Aircraft parking space for the purpose of parking and storing aircraft; loading and unloading passengers, baggage, mail, and cargo; performing operations incidental to the immediate preparation of aircraft for departure, such as inspection, cleaning, and fueling; making minor and emergency repairs to aircraft; parking mobile equipment actively used in connection with the foregoing.
- d. Access to the ramp for the primary purpose of loading and unloading passengers and their baggage, and the loading and unloading of mail and cargo.
- e. Any other space, facilities or services provided for public use by aircraft operations.

Ramp

See Apron.

Refueler truck

Any motor vehicle used for transporting, handling, or dispensing of aviation fuels, oils, and lubricants.

Regular operation

Landing or takeoff at the Airport on 12 or more days in any 6 month period.

**South Carolina Aeronautics Commission
(SCAC) See SCDOA.**

SCDOA

The South Carolina Division of Aeronautics.

Sponsor

See Owner.

Surface Vehicle

Every device in repose, or by which any person or property is or may be transported or drawn upon a roadway, including bicycles.

Terminal area

That area used or intended to be used for such facilities as terminal and cargo buildings, gates, hangars, shops, other service buildings, automobile parking, airport motels, restaurants, garages, and automobile service; and an area for parking and positioning of aircraft in the vicinity of the terminal building(s) for loading and unloading.

Ultralight and non-powered aircraft

Balloons, dirigibles and other lighter than air craft and aircraft that are not required to be registered by the FAA solely because of having less power than the minimum power required to register.

II. Authority

II. 1 .Purpose

The Airport Commission hereby adopts and approves the following rules and regulations for the operation and use of the Airport. A library of other regulations, laws, and rules incorporated herein or otherwise applicable to activity at the Airport, to the extent practical, shall be maintained in a public place at the Airport.

The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to obey all the regulations herein.

No person shall solicit funds for any purpose and no signs or advertisements may be posted at the Airport without permission of the owner.

II.2. General rules

The privilege of using the Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. By their use of the Airport, users of any type agree to hold the County, the Airport Commission, and elected officials, officers, employees, or volunteers of the County harmless from any and all liability resulting from such use. The privilege of using the Airport shall be upon the further condition that any person desiring to use the same shall furnish insurance according to these Regulations. Specific requirements may be in other in other documents, such as leases or access agreements.

Smoking or lighting of an open flame is prohibited on the ramp, at places with posted signs, within fifty feet of any aircraft and within fifty feet of hangars, fuel trucks, or fuel loading stations, and tank farms. By permission of the fire authority the Airport Manager may designate smoking areas. No person shall start an open fire any place on the Airport without permission of the Airport Manager.

Any person damaging any light, sign, or fixture, or any other Airport property, by operation of an aircraft or otherwise, shall report such damage promptly to the Airport Manager and shall be fully responsible for the cost of repair or replacement.

III. Airport Manager

The Airport Manager shall, at all times, have authority to take such reasonable action as may be necessary to enforce these regulations and to efficiently manage the Airport and its operations. In any contingencies not specifically covered by these rules and regulations, the Airport Manager shall be authorized to make such reasonable rules, orders, and decisions as may be necessary and proper.

Whenever these Regulations specify the Owner, Sponsor, Landlord, County, or other authority, the Airport Manager shall exercise such authority. Except for cases referred to the courts, all decisions of the Airport Manager may be appealed to the Airport Commission.

The Airport Manager may take action to close the Airport or any portion thereof to all traffic at any time when the Manager determines that conditions are unsafe for takeoffs or landings.

IV. Minimum Standards for Fixed Base and Commercial Operations

IV.1.General

The owner has the right to and does hereby regulate all commercial enterprises using the Airport as a basis of operation, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the Airport unless specifically authorized by the owner.

All commercial operations shall be subject to all County requirements applicable to businesses operating in the County, such as business license, business personal property taxes, permits, etc. The minimum standards for a person or persons, firms or corporation based upon and engaging in one or more aeronautical services at the Airport, are contained herein. In addition to the minimum standards, such Operations shall comply fully with all other regulations.

Any aeronautical activity or combination of activities may be conducted by any person, firm or corporation upon application to and approval by the owner. Reasonable terms and conditions for the privilege of engaging in these various services will be established by the owner commensurate with the nature and scope of the activities involved. The owner shall determine substantial conformance to the standards for fixed base Operations. All personnel hereinbefore required to hold Federal Aviation Administration certificates and ratings shall maintain such certificates and ratings.

Note that Balloons, Ultralights, Dirigibles, Aerobatic Operations, and other commercial activities will be subject to the minimum standards applicable to the particular type of activity engaged in. These provisions also apply to temporary commercial operations. For example, lessons in operation of a balloon would be treated as a flight school.

IV.2.Lease Proposal Requirements

The Airport Commission will not accept an original request to lease a portion of the Airport unless the request is a written proposal which sets forth the scope of operation to be performed and shall include the following:

- A. The services(s) to be offered.
- B. The amount of land to be leased.
- C. The building space to be constructed or leased.
- D. The number of aircraft to be provided.
- E. The number of persons to be employed.
- F. The hours of proposed operation.
- G. A description of the types of insurance coverage to be maintained, including limits, and name(s) of insurers.
- H. Evidence of financial capability to perform and provide the proposed services and facilities.

IV.3 Applicable to all commercial operations

Tenants are required to keep their premises clean and clear of all rubbish, junk, debris, and unsightly objects. Garbage, refuse and other waste material shall be placed in receptacles provided for such purpose and no person shall destroy, remove or disturb in any way buildings, signs, equipment, markers, or other property on the Airport. If, after warning by the Airport Manager, the area is not cleaned within 30 days, cleaning will be done by the Airport Manager and billed to the tenant or person.

No tenant shall store material or equipment, use inflammable liquids or gases, or allow leased premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the Airport. The storage of paint thinners, fuels or other such volatile materials in storage hangars is prohibited. Tenants of all hangars and buildings shall provide suitable fire extinguisher(s) and equipment, and they shall be kept in good condition as required by the fire code and inspected as required by the code.

The use or storage or disposal of hazardous materials shall be done in strict compliance with the Pollution Prevention Plan and any other local, state, or national requirements governing such use or storage.

All plans, specifications, architectural designs and landscaping shall require the written approval of the Airport Commission prior to construction. All construction shall be undertaken in accordance with building permit and related requirements of the County. A Notice of Proposed Construction or Alteration, on a form and in a manner prescribed by the Federal Aviation Administration, shall be filed and a Notice of Finding shall have been received from the Federal Aviation Administration by the lessee, prior to the start of any construction. Within thirty (30) days of completion of construction or alteration, the lessee shall submit a complete set of "as-built" plans on Mylar film with a detailed cost breakdown for development and construction under these standards.

All operations shall also provide adequate parking for surface vehicles. When located in multi-tenant facilities, such parking may be shared among various users and not specifically assigned to a particular user. The Airport Commission shall determine the parking requirements for each tenant, which shall never be less than required by the Zoning Code or other County ordinance.

Suitable pavement markings and lighting shall exist to provide for the orderly and safe movement of aircraft and vehicles on the leased premises. Lighting used to illuminate off-street parking, aircraft parking, or buildings constructed thereon shall be so arranged as to reflect light away from adjacent properties and the runways and taxiways used for aircraft operations.

All hangars, taxiways, and aprons shall be constructed, graded, and drained so as to direct all storm waters which may fall upon the leased premises into approved retention and disposal devices. Storm water which may be discharged from the premises shall not be contaminated with products or materials which may result from the lessees action, or failure to take action, upon the leased premises. Tenants shall take such steps and measures as are necessary to comply with all federal, state and local regulations governing storm water discharge.

Lease term shall be negotiable and shall depend on the nature of the improvements proposed and provide a reasonable amortization period. Rent shall be at fair market value as determined by the Airport Commission. Rent may be fixed for an initial term not to exceed Five (5) years, and thereafter shall change based on any increase in the Consumer Price Index. Both real and personal property taxes, regardless of whether assessed against the Airport or the Tenant, shall be paid by the Tenant.

General lease provisions. All leases between the Lancaster County and an Operation shall be in writing. Tenant shall provide a completion bond or other good and sufficient security acceptable to the County guaranteeing completion of any improvements to be erected on the leasehold. Tenant shall furnish such evidence as may be reasonably requested by the Airport Commission to show the Tenant is financially capable of providing the services and facilities set forth in the lease.

IV.4.Sale of Aircraft and Aircraft Parts and Accessories

Statement of Concept. An aircraft sales operation is a person or persons, firm or corporation engaged in the sale of new or used aircraft and who provides such repair, services, and parts as necessary to meet any guarantee or warranty on new or used aircraft. A parts and accessories operation is a person or persons, firm or corporation engaged in the sale of new or used aircraft parts and accessories but not in installation or repair of such items.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area of not less than 200 square feet.

Required Services. The Operation shall provide necessary and satisfactory arrangements for repair and servicing of aircraft, but only for the duration of any sales guarantee or warranty period. Servicing may be provided through written agreement with a repair shop operation at the Airport or on another airport within reasonable distance.

Hours of Operation. The Operation shall have its premises open and services available on a regular basis, not less than 20 hours per week. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

IV.5.Airframe and Power Plant Repair Facilities

Statement of Concept. An aircraft engine and airframe maintenance and repair operation is a person

or persons, firm or corporation providing one or a combination of airframe and power plant repair with at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area of not less than 200 square feet. The operation shall also provide by lease from the County a hangar building, including related shops and storage rooms, of not less than 2,000 square feet. The operation shall provide for paved aircraft access from the common areas of the Airport to his leasehold.

Required Services. The Operation shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the Federal Aviation Administration as an approved repair station. It is acceptable for parts to be available by overnight express on the next business day.

Hours of Operation. The Operation shall have its premises open and services available eight hours daily, on all usual business days. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, and on duty or on call during the appropriate business hours, at least one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one other person not necessarily rated.

IV.6.Aircraft Rental

Statement of Concept. An aircraft rental operation is a person or persons, firm or corporation engaged in the rental of aircraft to the public.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area of not less than 200 square feet. The operation shall also provide by lease from the County adequate facilities for storage of aircraft.

Required Services. The operation shall have available for rental, either owned or under written lease, not less than two certificated and airworthy aircraft, at least one of which must be at least a four-place airplane.

Hours of Operation. The Operation shall have its premises open and services available eight hours daily, on all usual business days. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

IV.7.Flight Training

Statement of Concept. A flight training operation is a person or persons, firm or corporation engaged in instructing pilots in dual and solo flight training, in fixed or rotary wing aircraft, and it shall provide such related ground school instruction as is necessary preparatory to taking a written examination and flight check ride for the category or categories of pilots' certificates and ratings involved. Instruction in operation of any aircraft not requiring a pilot's certificate (such as balloons or ultralight craft) is also covered by these provisions to the extent applicable.

Leasehold and Improvements. The Operation shall provide by lease from the County an office, classroom, flight planning facility, and customer waiting area of not less than 500 square feet. The operation shall also provide by lease from the County adequate facilities for storage of aircraft.

Required Services. The operation must offer flight training, both ground and air, leading to a private pilot's certificate.

Hours of Operation. The Operation shall have its premises open and services available at least eight hours daily, three days per week. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, at least two flight instructors who have been properly certificated by the Federal Aviation Administration to provide the type of training offered, one of whom shall be employed on a full time basis.

IV.8. Accessory Repair Station

Statement of Concept. An accessory repair station operation is a person or person, firm or corporation engaged in the business of and providing a shop for the repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new or used aircraft radios, propellers, instruments, and accessories, but such is not an exclusive right.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area, shops and storage rooms of not less than 400 square feet. If the operation offers removal installation service it shall also provide by lease from the County a hangar building of not less than 2,000 square feet which may include the shops and storage rooms and shall provide for paved aircraft access from the common areas of the Airport to the leasehold.

Required Services. The Operation shall hold the appropriate repair shop certificates issued by FAA.

Hours of Operation. The Operation shall have the premises open and services available eight hours daily, on all usual business days. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, and on duty or on call during the appropriate business hours, never less than one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one other person not necessarily rated.

IV.9.Aircraft Charter and Air Taxi

Statement of Concept. An aircraft charter and an air taxi operation is a person or person, firm or corporation engaged in the business of providing air transportation of persons or property to the general public for hire, either on a charter basis (Commercial Operation) or as an air taxi operation, as defined in Part 135 of the Federal Aviation Regulations.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area of not less than 200 square feet. The operation shall also provide by lease from the County adequate facilities for storage of aircraft and shall provide for paved aircraft access from the common areas of the Airport to the leasehold.

Hours of Operation. The Operation shall have its premises open and services available eight hours daily, six days per week. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, and on duty or on call during the appropriate business hours, trained personnel in such numbers as are required to provide service in an efficient manner but never less than at least one Federal Aviation Administration certificated commercial pilot.

IV.10.Aircraft Storage

Statement of Concept. An aircraft storage operation is the service of storing aircraft not owned by the Operation either in hangars or tied down on an apron. Tractoring of aircraft and other incidental activities are included.

Leasehold and Improvements. The Operation shall provide by lease from the County an area of at least one acre, which shall be at least 75% improved with pavement or building(s). The Operation shall provide by lease from the County an office and customer waiting area of not less than 200 square feet. The operation shall provide for paved aircraft access from the common areas of the Airport to his leasehold.

Hours of Operation. The Operation shall have its hours of operation posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

IV.11. Multiple Services

Statement of Concept. A multiple services operation shall be one engaged in any two (2) or more of the aeronautical services for which minimum standards have been hereinbefore provided.

Leasehold and Improvements. The total leasehold of such operation shall be determined by negotiation and shall not be less than that required for the single service among those provided which requires the greatest land area. At least 75% of the gross land area leased shall be improved with pavement or building(s). Hangars and other building improvements shall occupy at least 10% of the gross land area leased.

Required Services. The Operation shall comply with the aircraft requirements, including the equipment thereon, for each aeronautical service to be performed except as hereinafter provided. Multiple uses can be made of all aircraft except aircraft used for crop dusting, aerial application or other commercial use of chemicals. The Operation shall provide the equipment and services required to meet the minimum standards as hereinbefore provided for each aeronautical service the Operation is performing.

Hours of Operation. The Operation shall have its premises open and services available not less than that required for the single service among those provided which requires the maximum hours of operation. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, and on duty or on call during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards for each aeronautical service. Multiple responsibilities may be assigned to meet the personnel requirements for each aeronautical service being performed by the Operation

IV.12. Special Commercial Flying Services

Statement of Concept. A specialized commercial flying services operation is a person or persons, firm or corporation engaged in air transportation for hire which are excluded from Federal Aviation Regulations Part 135, such as:

- A. Nonstop sightseeing flights within a 25-mile radius of the Airport.
- B. Crop dusting, seeding, spraying and bird chasing.
- C. Banner towing and aerial advertising.
- D. Aerial photography or survey.
- E. Fire fighting.
- F. Power line or pipe line patrol.
- G. Any other operations specifically excluded from Part 135 of the Federal Aviation Regulations.

Leasehold and Improvements. The Operation shall provide by lease from the County an office and customer waiting area, shops and storage rooms as the Airport Commission may determine for the particular service offered, consistent with other sections of these regulations. If the operation includes the use of aircraft, it shall also provide by lease from the County a hangar building or paved apron as the Airport Commission may determine for the particular service offered, consistent with other sections of these regulations, and shall provide for paved aircraft access from the common areas of the Airport to the leasehold.

Hours of Operation. The Operation shall have the premises open and services available as the Airport Commission may determine for the particular service offered, consistent with other sections of these regulations. Such hours shall be posted on the office. A telephone number for contacting the Operation at all other times shall also be posted on the office.

Personnel. The Operation shall have in its employ, and on duty or on call during the appropriate business hours, never less than one person currently certificated by the Federal Aviation Administration with ratings appropriate to the work being performed and one other person not necessarily rated.

Required Services. In the case of crop dusting, aerial photography, or commercial use of chemicals, Operation shall provide for safe handling of such chemicals in strict compliance with the Pollution Prevention Plan. Such facilities will be in a location on the Airport which will provide the greatest safety to the public.

IV.13.Short-term Exhibits and Promotions

Statement of Concept. Short-term exhibits and promotions include visits by historic or famous aircraft or aviators for less than 14 days. Such events may include sight-seeing rides or product sampling or other commercial promotional activities. This category does not include any event that significantly restricts normal use of the airport.

Requirements. Enterprises intending to use the airport for exhibits and/or promotions under this section shall make arrangements for use of airport facilities at least two weeks in advance of any public notice of the event. Such arrangements shall include provisions for security, emergency medical services, crowd control, parking, ground traffic control, and other considerations appropriate to the particular event. Proper insurance coverage and a signed agreement including indemnification provisions shall be required. Payment for use of the airport facilities shall be determined commensurate with the facilities used and consistent with other requirements of these regulations.

IV.14.FAA-Required Lease Clauses

Certain clauses are required by the FAA to be included verbatim in every lease. The text of these clauses is available from the Airport Manager. They include clauses captioned:

- Premises to be operated for use and benefit of Public
- Non-discrimination
- Aircraft service by owner or operator of aircraft
- Non-exclusive rights clause
- Lessor right to further develop or improve the landing area
- War or national emergency
- Obstructions
- Subordination

V. Other Operations by Agreement

V.1. Corporate or Private Hangars

Statement of Concept. A corporate or private hanger may be an existing or newly constructed facility for the storage and maintenance of aircraft owned or leased by the lessee. No commercial aviation activity shall be conducted. The tenant may service its aircraft in the hanger if the hanger meets other requirements of these regulations or at any established owner service area. All owner maintenance shall comply with the owner service section of these Regulations.

Leasehold and Improvements. Airport property available for lease under these standards shall be designated in the Airport Master Plan. All building and grounds maintenance shall be by the tenant. The Airport Manager may give notice to repair for deterioration and bill the cost of repair to the tenant if the tenant fails to comply. All improvements shall become property of the Airport at completion of construction or the end of the initial term of the lease, subject to any financing agreement. Tenant may sublet or assign with prior written consent of the Airport Commission.

Financing. The Airport's interest may be subordinated to a financing agreement. Such agreements shall acknowledge the Airport's interests. Such agreements shall be attached to and be a part of any lease.

Duration. The term of the lease shall not exceed twenty (25) years.

Property Insurance. Fire and other perils coverage shall be paid by Tenant in amount equivalent to replacement cost of improvements. In the event of loss, the proceeds shall be divided according to the financing schedule. Other insurance requirements in Section XII shall apply. If the improvements are destroyed by fire or other, Tenant may opt to terminate the lease or restore premises. If the tenant elects to rebuild, ground rent shall continue during the rebuilding period.

V.2. Access Agreements

Statement of Concept. An access agreement grants an aircraft owner or lessee and its customer's direct access to Airport from adjacent property. Access agreements do not permit the establishment of a fixed base operation or other activity providing aviation services to members of the general public. Aircraft belonging to the holder or its officers or employees may be serviced by the owner or his employees. Fuel and aircraft service or supplies are not to be sold to members of the general public. Fuel storage and fueling shall comply with these Regulations. Access to the Airport by any aircraft located off the Airport shall be denied in the absence of a current Access Agreement.

Duration. The term of such agreements may be for one year or for a longer period not to exceed 15 years. Access agreements shall be null, void, and of no further force and effect upon sale or transfer of the holder's property, except intra-company, or upon lease to any other party, or upon cessation of business operations by the holder on such property. Any successor or assignee of title or lease to such property must acquire any access rights to the Airport by agreement *de novo*.

Fee. Holders of access agreements shall pay an access fee. Access fees may be fixed for a maximum of three years and thereafter shall be increased in accordance with the Consumer Price Index.

Responsibility. The holder of an access agreement shall immediately notify the County of any FAA notifications or actions concerning the firm, employees, agents, servants, or pilots, which would in any way affect the use of the Airport, or involve the utilization of the Access Agreement.

Aircraft and Pilot information. Holders shall file with their application and annually thereafter on the anniversary date of said access agreement, a list of all aircraft identification numbers, and a list of pilots and their addresses employed or expected to be employed by the applicant who shall utilize the Airport under the Access Agreement.

V.3 .Flying clubs

Statement of concept. A flying club is a method of sharing the costs of owning and operating one or more aircraft. Financial arrangements solely to share the costs of ownership and operation of an aircraft is not considered to be commercial in nature. Neither is flight instruction by club members for other club members considered to be commercial in nature so long as there is no profit or for-hire motive involved in the operation. In all cases, the Airport Manager will determine if the operation of a flying club or other such organization is commercial. If determined to be commercial, the club shall conform to the requirements for Commercial Operations of these regulations. The following requirements apply to flying clubs desiring to base their aircraft on the Airport and to be exempt from the commercial standards. (A marketing program organized by a Fixed Base Operation called a "club" does not meet this requirement.)

Organization. Each club must be a non-profit South Carolina corporation or partnership. Each member must be a bona fide owner of the aircraft or a stockholder in the corporation. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use of operation, maintenance, and replacement of its aircraft. The club will file and keep current with the Airport Manager a copy of the corporate charter or the partnership agreement, and a complete list of the club's membership and investment share held by each member.

Aircraft. The club's aircraft will not be used by other than bona fide members of the flying club nor for rental, hire, charter, or air taxi.

Violations. In the event that the club fails to comply with these conditions, the Airport Manager will notify the club in writing of such violations and necessary corrective action. If the club fails to correct the violations in 15 days, the Airport Manager may take any action authorized elsewhere in these regulations or may deny the club permission to operate on the Airport.

VI. Aircraft Operations

VI.4.General

The FAA air traffic rules and regulations governing the operation of aircraft, specifically the current edition of the *Airman's Information Manual* as well as all additions thereto, are made a part of these Airport rules and regulations as fully as if set forth herein. All aeronautical activities at this Airport and aircraft departing from or arriving in the air space above this Airport shall be conducted in conformity with the current pertinent regulations and directives, and/or advisories of the FAA to the extent applicable.

Note that the Airport is within the lateral limits of the Class B airspace associated with Charlotte/Douglas airport (CLT). Pilots shall determine the air traffic control requirements for operating within such area and observe them at all times. Ultralight vehicle operations and parachute jumps in Class B airspace may only be conducted under the terms of an FAA Air Traffic Control authorization. For more information, pilots are referred to Federal Aviation Regulations.

Prior authorization from the Airport Manager is required before air ships, dirigibles, motor less aircraft, aircraft with a total gross weight in excess of 60,000 pounds, or FAA Certificated Air Carriers land or take off.

Rotary wing aircraft shall conform to the pattern for light aircraft and shall not be operated within 200 feet of any unsecured aircraft, either parked or operating.

The Airport Manager may prohibit aircraft landing and taking off at any time and under any circumstances when such landings or takeoffs are, in the Airport Manager's opinion, likely to endanger persons or property, except for emergency landings. Further, the Airport Manager may delay or restrict any flight or other operation at the Airport to any aircraft when any of these regulations are violated in any manner.

No fixed wing or rotary wing aircraft shall be allowed to operate at the Airport unless said aircraft has a current FAA Airworthiness Certificate (unless operated as a public or governmental aircraft) and is operated by a person holding a current proper pilot or student certificate, except aircraft being taxied by a properly certificated mechanic.

No person shall start or run any engine in an aircraft unless a properly licensed person is in the aircraft attending the engine controls. Blocks shall always be placed in front of the wheels before starting the engine or engines unless the aircraft is provided with adequate parking brakes. Aircraft may **NOT** be started in open hangars, **ONLY** at tie down positions for the purpose of taxiing to other locations on the Airport. Aircraft shall not be started in enclosed hangars.

Aircraft engines shall be run up for testing or in preparation for flight only at the ends of the runway, in the owner service area, or in other places designated by the Airport manager. At no time shall engines be run up when hangars, shops, airplanes, or any buildings or persons are in the path of the propeller stream and/or jet exhaust. Such activity shall not be unreasonably undertaken between 10:00 p.m. and 6:00 a.m.

No aircraft shall be parked or stored at the Airport except in the areas designated for such use. At the direction of the Airport Manager, the operation, owner, or pilot of any illegally parked aircraft on the Airport shall move the aircraft to a legally designated parking area on the Airport. If the operation refuses to comply with the directions, the Airport Manager may tow the aircraft to such place, at the operation's expense and without liability for damage that may result from such moving.

In the event of an accident, the Airport Manager shall take charge of all activities in accordance with applicable local, state and federal law.

The operator of an aircraft shall ascertain by visual inspection of the area that there will be no danger of collision with any person, other aircraft, or building before taxiing an aircraft. Aircraft shall be taxied at safe and reasonable speeds with due respect for other aircraft, persons, and property. Aircraft not equipped with brakes shall have an attendant at the wing when the aircraft is taxied near buildings or other aircraft.

VI.5. Balloon Operations

No flight or ground demonstrations involving balloons, or training or practice thereof, shall be conducted on or over the Airport without the express written approval of the Airport Manager. Prior to giving such approval, the Airport Manager shall determine whether the operation is subject to the Minimum Standards for Commercial Operations herein and, if applicable, shall obtain compliance therewith. All balloon operations shall be subject to applicable FAA, SCAC, and Airport rules. These regulations are not intended to provide for rally or mass ascent activities. They are intended to provide reasonable regulation of this type of aircraft.

Commercial operations under this subpart are not required to lease facilities on the Airport, but may do so. No property of an operation under this subpart may be stored on the Airport except under a lease.

All operations shall be conducted only under VFR daylight conditions between local sunrise and sunset. Balloonists shall operate from one of the designated areas, shown on the Airport Layout Plan. The specific site shall be chosen to favor flight away from the Airport.

Balloonists shall notify any/all licensed aeronautical advisory radio services at least 30 minutes prior to any launch. If equipped with aeronautical radio, an operation shall comply with radio usage according to the current edition of the Airman's Information Manual.

After lift-off, balloonists shall ascend above the Airport traffic pattern and exit the pattern as rapidly as possible.

VI.6.Aerobatic operations

No flight or ground demonstrations involving unusual or aerobatic maneuvers, or training or practice thereof, shall be conducted on or over the Airport without the express written approval of the Airport Manager. Prior to giving such approval, the Airport Manager shall determine whether the operation is subject to the Minimum Standards for Commercial Operations herein and, if applicable, shall obtain compliance therewith.

VI.7.Ultralight, glider, or lighter than air operations

Such operations shall be conducted following the same rules as other operations.

VI.8.Skydiving and parachuting

No skydiving or parachuting, or training or practice thereof, shall be conducted over the Airport without the express written approval of the Airport Manager. Prior to giving such approval, the Airport Manager shall determine whether the operation is subject to the Minimum Standards for Commercial Operations herein and, if applicable, shall obtain compliance therewith. All such operations shall be subject to applicable FAA, SCDOA, and Airport rules.

These regulations on skydiving and parachuting operations are not intended to provide for rally or mass activities. They are intended to provide reasonable regulation of this type of aeronautical activity.

Operations under this subpart are not required to lease facilities on the Airport, but may do so. No property of an operation under this subpart may be stored on the Airport except under a lease.

All operations shall be conducted only under VFR daylight conditions between local sunrise and sunset. Skydivers and parachutists shall land at one of the designated areas, shown on the Airport Layout Plan. The specific site shall be chosen to avoid conflict with aircraft.

Parachutists or skydivers shall notify any/all licensed aeronautical advisory radio services at least 30 minutes prior to any jump. If equipped with aeronautical radio, an operation shall comply with radio usage according to the current edition of the Airman's Information Manual.

VI.9.Owner Service Area

Any person, firm or corporation operating aircraft on the Airport may perform any services on its own aircraft with its own regular employees, not contracted workers. Aircraft service and repair for compensation is considered to be a commercial operation regulated under the commercial operation minimum standards of these Regulations. This Part governs such owner servicing and no services covered by this Part may be performed except in compliance herewith.

The services covered are:

- a. Oil change, lubrication
- b. Washing, cleaning
- c. Other services permitted by Federal Aviation Regulations.
- d. Maintenance: Only owners who hold appropriate FAA certificates may provide such services.

The types of services prohibited under this Part are:

- a. All fueling operations governed by another Part of these regulations.
- b. All services not permitted under this Part.

One or more areas for owner servicing of aircraft shall be designated on the Airport Master Plan and by signs on the Airport. All other portions of the Airport are off-limits for owner servicing, except for private hangars leased by the aircraft owner directly from the Airport. Such hangars must meet all requirements of all Codes for aircraft servicing. An aircraft owner may bring a surface vehicle onto the owner service area in connection with owner servicing.

Use of the common owner service area(s) shall be on a first-come basis. Owners using the Owner Service Area shall assume all risk in connection with such use.

VII. Fueling of Aircraft

This Part supersedes any other regulations regarding fueling. No fuel storage and/or dispensing shall take place at the Airport or on private property subject to an access agreement except in accordance with this Part. Any person failing to comply with these regulations shall be charged under any applicable section of the County Code, including failure to comply with Airport regulations. Repeated violations shall subject the person to cancellation of the privilege of use of the Airport.

Any person desiring to dispense fuel shall first obtain a permit from the Airport Manager. Such permits shall be available to FBO's, holders of Access Agreements, other tenants, and owners of based aircraft. Except for Fixed Base Operations, such permits shall allow servicing only of aircraft owned by the permit holder.

Fueling facilities shall be installed on a leasehold or on property subject to an Access Agreement.

The fueling facilities shall be installed, and all handling practices of combustible materials shall be, in accordance with the appropriate portion of any fire code that may be adopted by the County.

Reasonable fuel flowage fees shall be adopted by the Airport Commission. The basis of such fees shall be the investment in fuel facilities plus a base rate. Fees shall be applied to aviation fuels, including aviation oil and bottled propane (LP gas). Fees shall be payable monthly to the County of Lancaster. Each holder of a permit shall submit a report by the tenth of each month, together with copies of all supporting invoices and payment of the applicable fee covering the previous calendar month.

No aircraft shall be fueled or drained while the aircraft engine is running or while the aircraft is in a hangar or an enclosed area. During all fuel operations, the aircraft shall be grounded by an approved method.

Smoking or lighting of an open flame is prohibited within 50 feet of any fueling operation. Fueling operations shall be conducted and fuel trucks shall be parked at least fifty feet from any hangar or building.

An aircraft owner, including the holder of Supplemental Type Certificate for auto gas, may fuel his aircraft with approved fuels only at a designated owner service area or on his leasehold, providing all procedures required by these regulations, including payment of a fuel flowage fee, are followed.

VIII. Ground Operations

Unless authorized by the Airport Manager, no surface vehicle shall be operated on the Airport except on roadways, parking areas, et cetera, that are specifically designated for such vehicles. Such vehicles shall be parked in the manner prescribed by the Airport Manager while on the Airport and as indicated by posted signs.

No surface vehicles shall be permitted on the runways or taxiways without the express permission of the Airport Manager. Vehicles may be operated on the ramp or apron in accordance with prior agreement to accomplish a necessary Airport purpose, service, or inspection.

No surface vehicle shall be driven between the loading gate or fence and an aircraft parked and in the process of loading or unloading, except where an area is designated for such activity by the Airport Manager. Surface vehicles may enter the ramp for loading and unloading of passengers, baggage and cargo following posted advisory signs. Surface vehicles shall not be left unattended on the ramp, including at tie downs leased by the vehicle operation. Surface vehicles may be parked in a leased hangar space if the aircraft is in use.

No person shall operate any vehicle in a careless or negligent manner or without regard for the safety of others, or in excess of posted speed limits. Surface vehicles shall follow taxi lanes in traversing the ramp. All surface vehicles shall yield to aircraft at all times.

Every accident involving injury or property damage shall be reported promptly to the Airport Manager.

No person or persons, except pilots, duly authorized personnel, passengers going to or from aircraft, or persons being properly escorted shall be permitted to enter the airside of the Airport, including the landing area proper, taxi space, or aprons. No person or persons so excepted has the privilege of unrestricted use of the Airport. These privileges are confined to the necessary use of these spaces in connection with the flights, inspections, and routine duties.

DC. Concessionaires

Statement of Concept. Non-aviation services, such as food sales, rental cars, telecommunications, souvenir sales, aircraft cleaning and the like are not subject to the Fixed Base Operation requirements but must obtain a concession agreement or lease with the Airport and pay fees. Such services may be licensed on an exclusive basis.

Leasehold and Improvements. The tenant shall provide for parking and loading of surface vehicles as appropriate. Such areas may be shared with other tenants or users.

Fees. Payment shall be on a non-discriminatory, reasonable basis as determined by the Airport Commission.

X. Security

The Airport manager may establish such security procedures as are necessary from time to time. Security procedure information shall be posted or provided by training or orientation session as appropriate.

All Airport users shall observe any security procedures in effect.

All Airport users shall cooperate with security personnel and procedures and shall diligently aid in enforcing such procedures.

XL Enforcement

Any person violating any of the Airport rules and regulations may be charged with a misdemeanor in Municipal Court or, at the discretion of the Airport Manager, may be deprived of the use of the Airport facilities for such period of time as may be necessary to be effective.

If any portion of these regulations shall be invalidated by competent authority, all other parts shall remain in full force and effect.

Where any requirement of these regulations differs from a similar requirement of a lease, access agreement, code or other document, the more stringent requirement shall apply.

The forbearance or neglect of the Owner to insist on the adherence to or performance of these minimum standards, in case of its violation by the Operation, shall not constitute a waiver of any of the minimum standards required hereunder.

XH. Insurance Requirements

XJI.10. All insurance provided under these Regulations shall

- a. Be with a company licensed to do business in South Carolina and acceptable to the County.
- b. Be verified by the insurer furnishing the County a certificate of insurance.
- c. Provide the County with an unqualified written statement by the insurer or the insured that no insurance will be cancelled, reduced in amount or materially changed prior to giving 10 days notice in writing to the County.
- d. All insurance documents required shall be mailed to the Lancaster County, Attention: Risk Management Division, P. O. Box 1809, Lancaster SC 29720.

XI1.11. AIRCRAFT INSURANCE

- a. Insurance required of owners of aircraft who are direct tenants or permittees of the Airport: \$500,000 combined single limit liability.
- b. Insurance required of Single-service commercial operations: single-limit liability, including products coverage, if applicable, of \$1,000,000.
- c. Insurance required of multiple service commercial operations: single limit liability, including products coverage, of \$1,000,000.
- d. Any hangar-keeper, in addition to other insurance: hangar keeper's liability in the amount of \$500,000 per aircraft and \$1,000,000 per occurrence with a maximum deductible of \$1,000 per aircraft or \$1,000 per occurrence. Subtenants of aircraft storage operations (hangar keepers) are not required to furnish evidence of insurance to the County, since only the primary operation is responsible to the County. Any hangar-keeper shall also maintain records of insurance carried by aircraft owners to whom services are provided.
- e. Any holder of a fuel dispensing permit: single limit liability, including products coverage, in the amount of \$1,000,000.
- f. Flying clubs: single limit liability in the amount of \$1,000,000 for each aircraft owned by the club.

XI1.12. OTHER INSURANCE

Any operation listed under b, c, and d above will be required to meet the requirements for auto liability insurance and worker's compensation insurance listed following. The following operations engaged in commercial activity at the airport including, but not limited to, coin operated vending machines of any sort, fueling services, concessionaires, auto leasing/rental, catering operations, and

related shall maintain:

- a. Worker's Compensation insurance meeting the requirements of S. C. law.
- b. Auto liability insurance with a combined single-limit of not less than \$100,000.
- c. General liability insurance including contractual liability cover and products/completed operations cover with combined single-limit not less than \$500,000.

X11.13. The Airport Commission shall review these limits frequently and shall make such changes as may be reasonable and necessary. The Airport Commission may adjust such limits on the recommendation of the County Risk Manager at any time or to be applicable to any operation. Where any proposed service or use is not contemplated by these Regulations, the Airport Commission shall set reasonable requirements.

XIII. Other Laws and Regulations

Numerous other laws and regulations apply to the Airport. This section calls some of them to the reader's attention. It is not intended to be a complete list of such requirements.

X111.14.Federal Aviation Regulations (FAR)

Regulations promulgated by the FAA, some of which include:

- Part 61 Certification: Pilots and Flight Instructors
- Part 67 Medical Standards and Certification
- Part 91 General Operating and Flight Rules
- Part 93 Special Air Traffic Rules and Airport Traffic Patterns
- Part 103 Ultralight Vehicles Part 105 Parachute
Jumping Part 135 Air Taxi Operations and Commercial
Operations
- Part 137 Agricultural Aircraft Operations
- Part 141 Pilot Schools
- Part 145 Repair Stations
- Part 211 Aeronautical charts and Flight Information

XIII.15.National Transportation Safety Board Regulations

Part 830 Rules Pertaining to the Notification and Reporting of Aircraft Accidents or Incidents and Overdue Aircraft, and Preservation of Aircraft Wreckage, Mail, Cargo, and Records

XIII.16.South Carolina Code

Title 55 Aeronautics

X111.17.Height and Hazard Controls

County Council adopted an ordinance regarding height and hazard control. It is codified as Chapter 7 of the Zoning Code.

XIII.18.Pollution Prevention Plan

This plan provides guidance in complying with the storm water permit under the National Pollution Discharge Elimination System program.

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, February 24, 2020, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2020-1646, an ordinance titled **"AN ORDINANCE TO AMEND CHAPTER THREE OF THE LANCASTER COUNTY CODE RELATED TO AIRPORTS AND AVIATION AND TO ADOPT DIVISION EIGHT OF ARTICLE ELEVEN OF CHAPTER TWO OF THE LANCASTER COUNTY CODE RELATED TO THE AIRPORT ADVISORY COMMITTEE; AND TO PROVIDE FOR MATTERS RELATED THERETO."** At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *February 5, 2020*

Berita G. Gumbly

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1647
Contact Person / Sponsor: Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Granting a power line easement so that Comporium Communications can install a new line to the radio tower.

Points to Consider:

This is a standard easement for a new communications line necessary to serve the radio tower.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the Ordinance.

Recommendation:

Approve the Ordinance. This is a routine easement and has not been before any of the Council Standing Committees.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1647	1/23/2020	Ordinance
Exhibit A to Ordinance 2020-1647 - Easement Form	1/21/2020	Exhibit
Notice of Public Hearing for Ordinance 2020-1647	2/16/2020	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2020 - 1647

AN ORDINANCE

TO APPROVE AN AGREEMENT BETWEEN LANCASTER COUNTY AND COMPORIUM COMMUNICATIONS, PROVIDING AN EASEMENT TO COMPORIUM COMMUNICATIONS TO BE LOCATED ACROSS COUNTY OWNED PROPERTY AT 2057 PAGELAND HIGHWAY; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County (the “County”) owns the land at 2057 Pageland Highway identified further as Tax Map No. 0069-00-076.00;

(2) Comporium Communications (“Comporium”) is the provider of telephone and data service to portions of Lancaster County and Comporium proposes to install lines to serve the radio tower adjacent to the Public Safety Communications office; and

(3) it is the purpose of this ordinance to approve an agreement providing an easement to so that the Comporium may serve the radio tower with a new line.

Section 2. Approval of right-of-ways agreement.

(A) Council authorizes and approves the Agreement granting an easement to Comporium as described in Section 1. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated herein by reference as if the Agreement were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Agreement on behalf of the County. By adoption of this ordinance, Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved,

or with such minor changes therein as shall be approved by the officials of the County executing the Agreement, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Agreement attached to this ordinance.

(B) Council approves the granting of an easement as described and provided for in the Agreement.

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, the Deputy County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, 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 _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 27, 2020
Second Reading: February 10, 2020
Public Hearing: February 24, 2020
Third Reading: February 24, 2020

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2020 - 1647

**Form of Easement Agreement
Lancaster County and Comporium Communications
2057 Pageland Highway Easement**

See attached.

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E-7
(02/17)

GENERAL EASEMENT

STATE SOUTH)
CAROLINA)
COUNTY OF Lancaster)

\$ 1.00

Project/Job Order # 20-20-0805

Received of COMPORIUM COMMUNICATIONS

One and 00/100 Dollars, in consideration of which the undersigned hereby grants unto said Company, its respective successors, assigns, lessees, and agents, a right-of-way and easement to construct, reconstruct, and maintain lines for communications purposes consisting of such wires and cables mounted on poles, placed in conduit, and/or buried, and such poles, guys, anchors, conduits, terminal housings, and other fixtures and appurtenances as the grantee may from time to time require upon, across, over, and/or under the property which they own or in which they have any interest in the Township of Lancaster County of Lancaster, State of South Carolina, said right-of-way and easement to be located as follows: Permission to place communications equipment and facilities onto the property of 2057 Pageland Hwy Lancaster SC, 29720 See "Exhibit A" attachment for more detailed information.

and upon, along, and/or under the roads, streets, or highways adjoining or through said property, together with the following rights: to clear and keep clear all trees, under-growth, or other obstructions within said right of way; to trim any trees along said lines so as to keep the wires and cables cleared at least thirty-six inches; to permit the attachment of, and/or carry in conduit, wires and cables of any other person or company for communication purposes or for the transmission and distribution of electric power; and, on the property adjacent to said line for any and all anchors and guy wires that may be reasonably necessary; and of ingress and egress to said line at all times for the purposes herein granted. The grantor for his, her heirs, executors, administrators, successors, and assigns hereby covenants that no wire line will be erected or permitted on said property which in the judgment of the grantee, its successors, and assigns, will interfere with its service or endanger its lines. Reserving however, to the grantor the right to cultivate and use the ground within the limits of said right of way, provided that such use does not interfere with or obstruct the rights herein granted, and provided further, that the grantor shall not build, create, or construct, nor permit others to build, create or construct, any building or other structure or obstruction on, over, or under said line or lines which may interfere with the construction, operation, or maintenance thereof. Said sum being received in full payment for the rights herein granted.

The undersigned warrants that it is the sole, fee simple owner of the Property, that it has the unqualified right and power regarding the Property to grant the easement and right-of-way set forth herein and that it will defend and indemnify the grantee against any and all persons who may claim otherwise.

WITNESS his/her hand and seal as of the _____ day of _____, 2020.

(Post Office Address of first Grantor)

Witness:

(1st Witness Signature)

By: (sign) _____
(Grantor)

(2nd Witness Signature)

(print name) _____
(Grantor)

STATE OF SOUTH)
CAROLINA)
COUNTY OF YORK)

PROBATE

Personally appeared before me _____ and made
(1st Witness Name)
oath that he saw the within named _____
(Grantor)
sign, seal, and as their act and deed deliver the within written instrument; and that together he/she
with the other witness who signed above witnessed the execution thereof.

SWORN to before me this _____
day of _____ A.D. 20 _____
(1st Witness Signature)

(SEAL)
Notary Public (affix seal)
My commission expires: _____

STATE OF SOUTH)
CAROLINA)
COUNTY OF YORK)
PROBATE

TELEPHONE COMPANY REFERENCE DATA

Serial No. _____ File No. _____
Name and Address of Grantor(s) _____
Location _____
Line _____ from _____ to _____

Exhibit A

Legend:

 = 10'



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, February 24, 2020, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2020-1647, an ordinance titled "**AN ORDINANCE TO APPROVE AN AGREEMENT BETWEEN LANCASTER COUNTY AND COMPORIUM COMMUNICATIONS, PROVIDING AN EASEMENT TO COMPORIUM COMMUNICATIONS TO BE LOCATED ACROSS COUNTY OWNED PROPERTY AT 2057 PAGELAND HIGHWAY; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.**" At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *February 5, 2020*

Benita G. Gault

Notary Public of South Carolina

My Commission Expires
January 13, 2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2020-1650

Contact Person / Sponsor: Steve Willis/Administration and Veronica Thompson/CFO

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

To amend the code to change an automatic designation for the 30% setaside and the compensation of the committee.

Points to Consider:

The first change would be to end the automatic designation of the Olde English Tourism District for the 30% set-aside funding. The change would allow County Council to designate one or more recipients as part of the annual budget process.

The second change would be to amend the composition of the committee to add three (3) residents to the committee. When we first started we stuck with only the state statute designations but have seen that other counties use the allowed flexibility in the state code to add local residents to the group which recommends allocations to the Council.

The 3 would be be:

1. A resident from the unincorporated area north of SC 5; and
2. A resident from the unincorporated area south of SC 5; and
3. A resident from Lancaster County at-large who could be a resident of a municipality or the unincorporated area.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the Ordinance.

Recommendation:

Approve the Ordinance. The Administration Committee moved the Ordinance up to Council with a favorable recommendation at their February 11, 2020 meeting.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1650	2/16/2020	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO. 2020-1650

COUNTY OF LANCASTER

)

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND SECTIONS 2-380, 2-381, AND 2-382 OF THE LANCASTER COUNTY CODE RELATED TO THE ACCOMMODATIONS TAX ADVISORY COMMITTEE.

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

Section 1. Amendment to Sections 2-380, 2-381, and 2-382 of the Lancaster County Code.

Sections 2-380, 2-381, and 2-382 of the Lancaster County Code are amended as follows:

Sec. 2-380. - Establishment and statement of purpose.

Lancaster County Council hereby establishes the Lancaster County Accommodations Tax Advisory Committee and charges said committee with the sole responsibility of making recommendations to the county council on the expenditure of the revenue received from the state accommodations tax that is received by the County. Additionally, ~~the Olde English District, a nonprofit organization with an ongoing tourist promotion program, hereby is designated as the organization~~ as part of the annual budgetary process the County Council shall select one or more organizations to receive the thirty (30) percent monies as required by the South Carolina statutory law noted herein.

(Ord. No. 2017-1467, § 1, 9-25-17)

Sec. 2-381. - Use of funds.

Pursuant to South Carolina Code Section 6-4-10, the funds collected by Lancaster County shall be allocated in the manner noted therein. In making its

recommendations, particular attention by the accommodations tax advisory committee shall be given to subsection (4)(a) therein so as to insure compliance with the remaining allocation being used for those tourism-related expenditures noted in subsection (4)(b).

(Ord. No. 2017-1467, § 1, 9-25-17)

Sec. 2-382. - Membership.

The Lancaster County Accommodations Tax Advisory Committee shall be composed of seven (7) regular members. Membership shall be in compliance with the applicable state statute, with the majority of the membership being selected from the hospitality industry of Lancaster County, including two (2) from the lodging industry and one from a cultural organization. To that end, the committee shall be composed of the following:

Two (2) representatives from the lodging industry whose business is located in Lancaster County;

~~Three (3)~~ One (1) representatives from the food and beverage industry whose business is located in Lancaster County;

One (1) representative from a cultural organization located in Lancaster County;

~~One (1) representative from the Lancaster County Chamber of Commerce;~~
One (1) representative of unincorporated Lancaster County who resides north of SC Highway 5;

One (1) representative of unincorporated Lancaster County who resides south of SC Highway 5;

One (1) representative who resides in Lancaster County at-large.

(Ord. No. 2017-1467, § 1, 9-25-17; Ord. No. 2019-1589, § 1, 5-13-19)

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2020.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: February 24, 2020
Second Reading: March 9, 2020
Third Reading: March 23, 2020

Approved as to form:

John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Rox Burhans, Development Services Director

Department: Planning

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Update regarding progress made at the Carolina Thread Trail (CTT) Advisory Committee involving formation of a Lancaster County subchapter of the CTT organization that would be involved in helping organize fundraising, volunteer activities, and trail promotion within the community.

Points to Consider:

Would the Lancaster County Council be interested in helping support the formation and operation of a CTT subchapter.

Funding and Liability Factors:

Council Options:

Recommendation:

The Trail Advisory Committee is recommending Council direct the Committee and staff to coordinate with the Carolina Thread Trail organization to develop the non-profit organization partnership documents.

ATTACHMENTS:

Description	Upload Date	Type
Draft of Proposal for CTT Affiliate Chapters	2/6/2020	Backup Material

DRAFT

CTT Affiliate Chapters

Name: XYZ Chapter of the Carolina Thread Trail

Purpose: Support the Carolina Thread Trail

Geography: Town, County or region

Duties of Chapter:

Operate as Subcommittee of CTT Board

- Provide advocacy, fundraising (proceeds split between Lancaster projects (70%) and operations of CTT (30%)), monitoring, light maintenance and reporting of heavy maintenance needs or other items and issues

Appointments

- Each of CTT Board and municipality appoint 3 members
- Subcommittee may appoint up to 15 additional at-large members
- CTT reps – appointed by CTT Board
- Government reps – staff and/or citizens appointed by the governmental entity that will own and maintain segments of the CTT
- Chair elected by the members of the Subcommittee
- All members will be subject to background checks

Term of office – up to two three year terms

Reporting – provide quarterly reports to the CTT Board

Duties of CTT staff:

Support for meetings and questions

Guidance regarding best practices, Board priorities, past practices and future plans

Duties of CTT Board: Appointment of Subcommittee members

Oversight of Subcommittee

Receive and act upon reports of the Subcommittee

Provide overall strategy for the CTT and all Subcommittees of the Board

Role of County or Municipality:

Appointment of Subcommittee members

Own and maintain CTT trail segments in its jurisdiction

Provide an ex officio member for the Subcommittee who is well versed in the operations of the County or Municipality

Attachment: CTT Bylaws

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Whether to appoint Claude J. Ellis to the Fire Commission as the Gooches Fire Department representative and Michael J. Tropea to the Economic Development Advisory Board as the Manufacturing representative.

Points to Consider:

The letter from the Fire Commission regarding Claude J. Ellis and Michael J. Tropea's application are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointments.

Recommendation:

Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Letter from Fire Commission regarding Claude J. Ellis	2/17/2020	Backup Material
Application from Michael Tropea for the Economic Development Advisory Board	2/17/2020	Backup Material



**Lancaster
County
Fire Rescue**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFR@compurium.net



Proud and Progressive

TO: Sherrie Simpson, Clerk to Council

FROM: Butch Ghent, Fire Commission Chairman *BG*

DATE: February 17, 2020

SUBJECT: Replacement for Fire Commission—Gooches

The Lancaster County Fire Commission respectfully submits the name of a new member from the Gooches Fire District for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2023.

Gooches Fire Department
Claude J. Ellis
Lancaster, SC 29720

If you have questions or need any additional information, please contact the Fire Rescue office.

BG/dmg

cc: Darren Player, Lancaster County Fire Rescue

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name MICHAEL J. TROPEA County Council District 2

Mailing Address _____ City/Zip LANCASTER 29720

Street Address _____ Registered Voter yes X no _____

Tel. Number (home) N/A (work) _____ (other) _____

Email: TROPEAM@COOLEYGROUP.COM

Occupation PLANT MANAGER Place of employment COOLEY GROUP

Address 861 QUALITY DRIVE, LANCASTER Normal working hours 6AM-5PM
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested
LANCASTER COUNTY ECONOMIC

1st choice DEVELOPMENT ADVISORY BOARD 2nd choice _____

3rd choice _____

- Reason for interest
- ① REPRESENT SMALL INDUSTRY BUSINESS WITH GROSS SALES < \$150M
 - ② CONTRIBUTE TOWARD THE CONTINUED GROWTH AND IMPROVEMENT OF THE LANCASTER COUNTY MANUFACTURING COMMUNITY.
 - ③ ROLE MODEL TO ENTICE OTHER COMPANIES LEADERSHIP TO TAKE AN ACTIVE ROLE WITHIN THE COUNTY BEYOND THEIR OWN COMPANY.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

- ① ALMOST 40 YEARS OF MANUFACTURING EXPERIENCE (DuPont, Koch Industries, GEORGIA-PACIFIC AND COOLEY GROUP).
- ② A WILLINGNESS TO SHARE KNOWLEDGE AND HELP OTHER COMPANIES IMPROVE OR ESTABLISH THEMSELVES WITHIN THE COUNTY.

Do you presently serve any State, County or Municipal Boards? NO If yes, list N/A

Have you ever served on a county board? NO If yes, list N/A

Additional pertinent information

CURRENTLY AN ACTIVE PARTICIPANT ON THE LANCASTER ADVANCED MANUFACTURING PARTNERSHIP (LAMP).

Applicant's signature Michael Tropea Date 2/12/2020
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration and Hal Hiott/Parks and Recreation

Department: Parks and Recreation

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

To approve conversion of five parks that have LWCF restrictions into New Regional Park Property.

Woodland Hills Tennis Courts

Country Club Drive Park

Laurie Brice Park

Dixie Baseball Concession

Flat Creek Park

Points to Consider:

These parks were developed in the mid-70's using Land and Water Conservation Fund (LWCF) grant dollars. This included deed restrictions on the property, which limits what can be done with these parcels.

Some of these parcels no longer meet the recreational needs of the community and/or are under-utilized.

By transferring the deed restrictions to the new Regional Complex, County Council will have the ability to determine in the future if these parks need to stay in use or be converted to some other use. This action does not change anything regarding current use but gives County Council full flexibility to make a decision on the parcel in the future. Currently Council lacks the ability to make a decision due to the deed restriction.

Funding and Liability Factors:

The conversion process requires a certified commercial appraisal (Yellow Book) on the parcels. Should Council approve staff will engage an appraiser for this.

There is a review fee that will be charged by the SC Parks, Recreation, and Tourism Department for this. Funding for this will be likely be provided from the Administrator's budget. There is no funding in Parks and Recreation for this project.

Council Options:

Convert the deed restrictions from the individual parks to the Regional Complex or leave them in place.

Recommendation:

The I&R Committee recommends that the LWCF deed restrictions be transferred to the new Regional Complex and that staff be authorized to proceed with this process.

ATTACHMENTS:

Description	Upload Date	Type
Laurie Brice Park	1/30/2020	Exhibit
Woodland Hills Tennis Courts	1/30/2020	Exhibit
Country Club Park	1/30/2020	Exhibit
Flat Creek Park	1/30/2020	Exhibit
Dixie Baseball Concession Building	1/30/2020	Exhibit





SUTTLE RD

BRENDAL DR

COURTSIDE DR

1197

1139

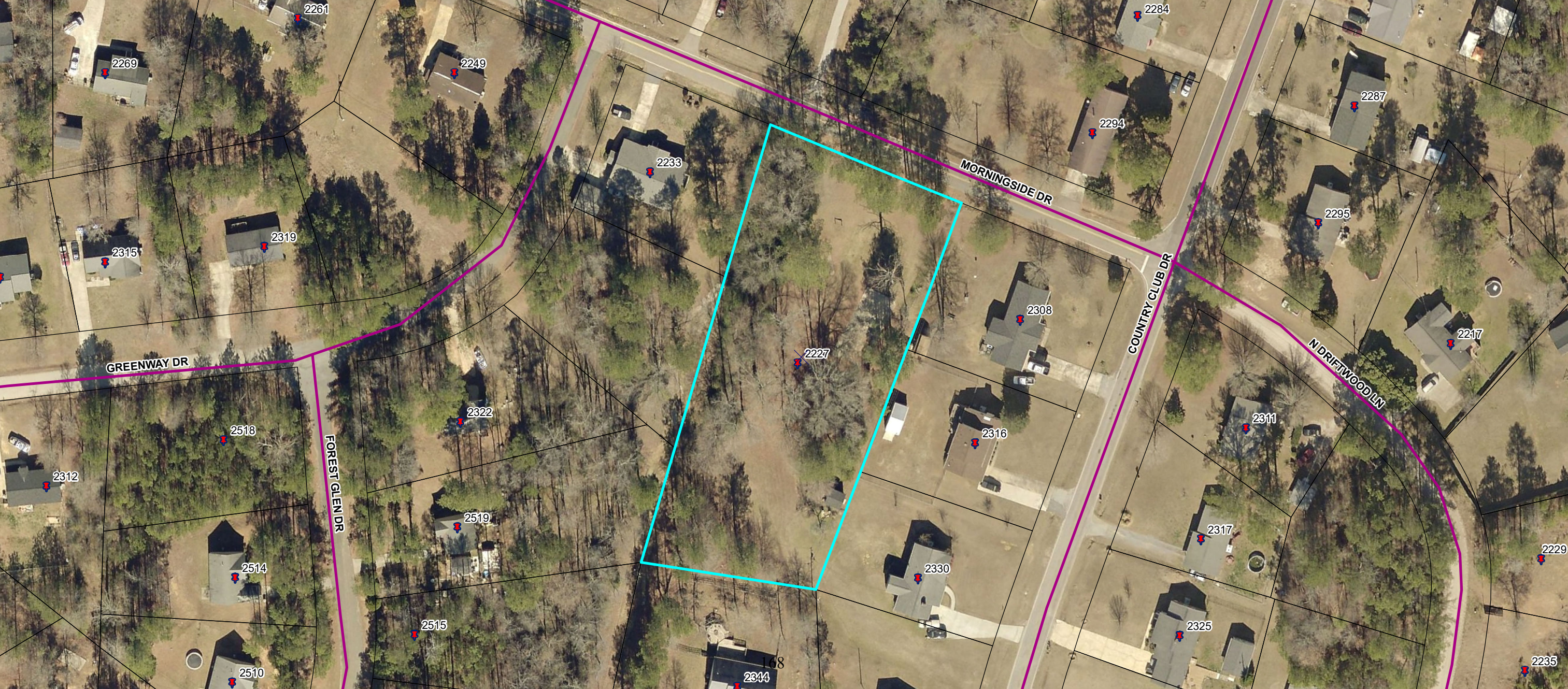
1121

1158

2841

2853

2839



GREENWAY DR

FOREST GLEN DR

MORNINGSIDE DR

COUNTRY CLUB DR

N DRIFTWOOD LN

2269

2261

2249

2233

2294

2284

2287

2295

2217

2229

2235

2312

2315

2319

2518

2514

2510

2322

2519

2515

2227

2308

2316

2330

2344

2317

2325

2311



3350

3404

3416

3430

3424

3464

3500

169

3457

3433

3411

1411

KENNINGTON RD

ROLL LN

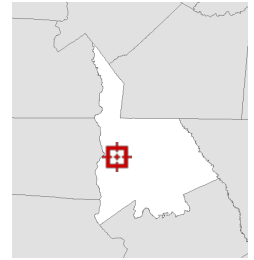
LEE DEESERD

GOLD MINE HWY

BOSEWAY



Overview



Legend

- Parcels
- Roads
- Railroad

Parcel ID 0082D-0F-002.02
Class Code Exempt
Taxing District County
Lancaster
Land Size 0.23 ACRES
(Note: Not to be used on legal documents)

Owner LANCASTER COUNTY
PO BOX 1809
LANCASTER, SC 29721
Physical Address ROBERTS DRIVE
Assessed Value

Last 2 Sales			
Date	Price	Reason	Qual
8/28/1987	\$2000	n/a	U
n/a	0	n/a	n/a

Date created: 1/30/2020
Last Data Uploaded: 1/30/2020 1:08:35 AM

Developed by Schneider
GEOSPATIAL

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration and Scott Edgar/Stormwater Director

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Reporting on 100% Palmetto Pride grant.

Points to Consider:

This is a 100% grant so no action by Council is needed. We like to report on such grants to keep Council informed.

Grant coordinators will be Elizabeth Evans in Stormwater and Mandy Catoe, Keep Lancaster County Beautiful Coordinator.

Funding and Liability Factors:

The following items were approved:

\$1,500 - Palmetto Pride State Conference

\$300 - Trash baggers

\$400 - Trash reachers

\$6,750 - Litterbug surveillance camera system

Council Options:

N/A

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Grant Notice	2/12/2020	Exhibit



PO Box 50217
Columbia, SC 29250
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
Fax 1.803.758.6032
www.palmettopride.org

January 14, 2020

Elizabeth Evans
Lancaster County Stormwater
8451 Charlotte Highway
Fort Mill, SC 29707

Dear Ms. Evans:

It gives us great pleasure to inform you that Lancaster County Stormwater has been awarded a 2020 Litter Prevention Grant in the amount of \$8,950.00.

Below is the list of items that are approved for funding:

- \$ 1,500.00 Palmetto Pride State Conference
- \$ 300.00 Garbo Grabber: Trash Bagger
- \$ 400.00 Garbo Grabber: The Reacher
- \$ 6,750.00 Litterbug Surveillance Camera System

Please find enclosed the Litter Prevention Grant Guidelines. You will need to fill out the attached Guidelines Acknowledgement page. Please return the signed document via fax at (803) 758-6032 or e-mail at sjenkins@palmettopride.org. Maintain original documents in your files. **You will not receive your grant check until I receive this signed page.**

If you have any outstanding 2019 grants, you will not receive your 2020 grant award check until you have submitted all necessary reports for your previous grant.

We are excited about the opportunity of collaborating with your organization. Your litter eradication efforts make a difference in your community and benefit all South Carolinians. If you have any questions, please contact me toll-free at (877) 725-7733 or at sjenkins@palmettopride.org.

Sincerely,

Sherryl Jenkins
Grants Manager

Enclosure



**Litter
Trashes
Everyone.**
Don't litter.

LITTER PREVENTION GRANT GUIDELINES ACKNOWLEDGEMENT

The Litter Prevention grants will be awarded for one year. The grant period will begin on **January 1**, and end on **December 31**. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. Any changes to your budget must be requested in writing or via e-mail and approved by PalmettoPride.
2. All grantees must participate in either the litter reduction related Great American Cleanup of SC (March – May) or the litter enforcement related Zero Tolerance for Litter Campaign (April).
3. All grant reports will be submitted through the Submittable website. Reporting deadlines are as follows:

ENFORCEMENT AGENCIES REPORTS

- ☐ Zero Tolerance for Litter Campaign report is due **May 15**.
- ☐ Quarterly Ticketing reports are due **April 15, August 15, November 15 and December 31**.
- ☐ Mid-year Progress report is due **June 30**.
- ☐ Final Summary and Expenditures report is due **December 31**.

ALL OTHER ORGANIZATIONS REPORTS

- ☐ Great American Cleanup report is due June 15.
- ☐ Mid-year Progress report is due June 30.
- ☐ Final Summary and Expenditures report is due December 31.

Final Summary and Expenditures report supportive documentation should include the following:

- i. Expense receipts or purchase orders.
 - ii. Before and after photos.
 - iii. Copies of all related newspaper articles.
 - iv. All letters of commendation and other related documents.
4. Beautification projects must be maintained by a local governmental entity, established business, or volunteer organization. Grant funds may not be used for any horticultural purposes unless a long-term maintenance agreement has been reached between the recipient and a local governmental entity or established business. Recipients must submit a letter of commitment from the entity providing long-term maintenance.
 5. Grant recipients are required to produce and submit opinion editorials (op-ed) for publication in a local newspaper. The op-ed should concentrate on the importance of litter reduction and beautification activities. The statewide work of PalmettoPride can be referenced in the op-ed as an example of the type of consciousness raising activities necessary to bring about change in the public's attitude about these issues. The final op-ed piece must be included in the grant recipient's final report.
 6. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. tee shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication to ensure that all slogans, logos and messages associated with the grant project are consistent with the PalmettoPride mission. Bumper stickers created by the recipient using grant funds shall only contain local messages. Local initiatives shall not duplicate ongoing PalmettoPride programs, such as Litter Busters Hotline. Local campaigns should enhance and support statewide initiatives. To get a copy of the logo, contact Sherry Jenkins via email at sjenkins@palmettopride.org.

If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.

Please sign and return this page via fax (803) 758-6032 or email: sjenkins@palmettopride.org. Please maintain original in your files.

Organization

Signature of Grant Administrator

Date

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Jamie Gilbert/Economic Development Director and Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Grant from South Carolina Department of Commerce to assist in developing a Prospectus for the two Lancaster County Opportunity Zones.

Acceptance of a 25% grant from the South Carolina Department of Commerce and providing a \$3,750 grant match from the Grant Match account.

Points to Consider:

The US Senate and South Carolina Department of Commerce recommend the development of a Prospectus to attract investors to Opportunity Zones.

Economic Development is heading this up as they were instrumental in getting the Opportunity Zone designations.

The final product will be a marketing tool to attract investment within the two zones; which are Census Tract 107 (eastern City of Lancaster and unincorporated area south to the reservoir) and Census Tract 108 (western City of Lancaster south of Gills Creek and including the unincorporated areas of Midway and Brooklyn).

Funding and Liability Factors:

The 25% grant is for \$2,500.

The 75% grant match will be split between Lancaster County and the City of Lancaster at \$3,750 each.

Council Options:

Approve or reject the grant.

Recommendation:

Approve the grant. This has not been to Committee due to time constraints. The following motion is respectfully requested:

MOTION: That County staff be authorized to accept the Opportunity Zone Prospectus grant with the county portion of the grant match to come from the grant match account.

ATTACHMENTS:

Description	Upload Date	Type
Grant Match Notice	2/12/2020	Exhibit



Henry McMaster
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

February 4, 2020

Mr. Jamie Gilbert
Director of Economic Development
Lancaster County
Post Office Box 1809
Lancaster, SC 29721

**Re: Opportunity Zone Grant Fund – OZ Prospectus Development
Grant #RIF-TRS-014-Lancaster County**

Dear Mr. Gilbert:

The Advisory Committee of the *South Carolina Opportunity Zone Grant Application Fund* has approved the use of Opportunity Zone Grant funds for development of a prospectus to identify and highlight investment opportunities for Lancaster County and the City of Lancaster's Opportunity Zone Tracts. The Grant Award, not to exceed \$2,500.00, has been approved for the above referenced project with receipt of prospectus invoices, a copy of the final prospectus and documented proof the County has met the required 75% match. Any costs exceeding the submitted application project amount will not be the responsibility of the State of South Carolina.

Enclosed for signature are two copies of the Opportunity Zone Grant Award Agreement between the South Carolina Department of Commerce and Lancaster County. The agreements must be signed by an official (or his/her authorized designee) with legal authority to execute the agreement for the Grantee (Lancaster County). Once signed, please return one copy to the attention of Peggy McLean within fourteen (14) days. Once received, the appropriate form for requesting reimbursement under this grant will be sent to your attention.

If you have any questions, please feel free to contact us.

Sincerely,



Chris Huffman
Chief Financial Officer

Enclosures

cc: Robert M Hitt III (w/o enclosures)
Peggy McLean (w/o enclosures)

DEPARTMENT OF COMMERCE
1201 Main Street, Suite 1600
Columbia, South Carolina 29201

OPPORTUNITY ZONE GRANT AWARD

Grantee: Lancaster County

Date of Award: January 30, 2020

Grant Title: OZ Prospectus Development

Award Amount: Not to exceed \$2,500.00

Grant Period: August 1, 2020


Grant Number: RIF-TRS-014

The South Carolina Department of Commerce ("SCDOC") hereby awards funds to the above named Grantee, in the amount shown above, to assist with the costs of obtaining an outside vendor to assist in the structuring of a competitive Opportunity Zone Prospectus inclusive of project identification. The acceptance of this award creates a contract between the State of South Carolina and the Grantee legally binding the Grantee to complete a prospectus in accordance with the program.

This contract shall become effective, as of the date of award, upon return of two copies of this grant award which have been signed in the space provided below. Both copies must have original signatures and must be returned within 14 days from the date above.


Chris Huffman

ACCEPTANCE FOR THE GRANTEE:


Signature of Official with authority to execute this contract

1-2-2020
Date

STEVE WILLIS, COUNTY ADMINISTRATOR
Typed Name and Title of Authorized Official

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Alison Alexander/Deputy County Administrator

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

In 2019 the County participated in the Chamber's branding initiative. During

In 2019 the County participated in the Chamber's branding initiative. During this process, County staff asked if the logo associated with the work could be used by the County, and the Chamber said it would be possible to gift one of the work products, the logo, to the County for its use. Other entities would not use the same logo as the County.

The Chamber's community branding efforts will proceed whether or not the County adopts the use of a new logo, and the County will continue to work with the Chamber on other initiatives.

Points to Consider:

n/a

Funding and Liability Factors:

Staff time has been spent updating forms, but minimal funds have been spent on placing a logo on items as they are replaced or needed, i.e. uniforms or business cards. The County did not spend funds on the logo design.

Council Options:

At the February 11, 2020 meeting, the Administration Committee voted to send the item to Council for full discussion, without a recommendation.

Council has three options:

- A. To continue to use the current yellow, red and blue logo.
- B. To proceed with implementing the gifted logo.
- C. To initiate a process within the FY 21 budget to develop a different new logo.

Recommendation:

To select any of the options above so staff will have clarity on which logo to use on documents, vehicles, uniforms, signage, etc.

ATTACHMENTS:

Description	Upload Date	Type
Logo illustrations	2/13/2020	Backup Material



LANCASTER
COUNTY



Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Review of 3rd party analysis on information submitted by Kelvin Alexander and Aiken Cost Estimators. All items in this summary, until the *Recommendation*, is what was provided to the Administration Committee.

Points to Consider:

After Council expressed displeasure with the cost estimates for EMS Headquarters at the Strategic Plan meeting I asked local builder Chad Catledge to review both the revised plans from Kelvin and the cost estimates from Aiken. Chad is familiar with this building as he did the work making all of the interior renovations when it was owned by Founders Federal Credit Union.

The report is attached but in closing Chad notes that he does not see any waste or methods of construction that would yield significant savings.

Chad listed several items that we would certainly consider if we move forward.

Funding and Liability Factors:

See below.

Council Options:

I am hearing from multiple sources that we simply cannot complete this project with the budget number Council has established. I didn't work with either Mosley or the cost estimators but I have been very impressed with Kelvin's work in the short time he has been with us. I have known Chad for many years and my opinion is that his take on commercial construction is the gospel.

This is now presented back to Administration for a recommendation to Council as we are in need of a policy decision. I am firmly convinced the project cannot be completed within the budget allocated. Potential options include:

1. Revise the scope of the project. If we eliminate Training and Logistics and just move Administration and Billing functions we may be able to complete this. The downside is that I have been instructed Training was our priority focus.
2. Revise the budget to meet the estimated costs. I don't want to get started on this knowing that I have no confidence we can complete the project within the allocated budget.
3. Cancel the project. At that point we still face a critical need to address what is needed for EMS.

Recommendation:

I recommend revising the budget to meet the estimated costs as presented by Kelvin and Aiken Cost Estimators.

Up until this point the information in this coversheet is exactly what was presented to the Administration Committee. At the February 11, 2020 meeting I covered an idea for addressing several issues which is provided to Council on a separate attachment. This is for discussion at this meeting, as any action would require an Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Total Budget for EMS Headquarters	2/4/2020	Backup Material
Concept Sheet for EMS HQ	2/16/2020	Exhibit
Report from Chad Catledge	2/3/2020	Exhibit
Actual Expenditures for EMS Headquarters	2/4/2020	Backup Material
Aiken Cost Consultants Estimate	2/4/2020	Backup Material



Total Cost of Project (TCP)
Lancaster EMS Head Quarters
 3758 Charlotte Highway Lancaster South Carolina

A. Funding Sources		Amount	Notes
Previous Project Budget approved by the County Concil		\$ 1,000,000.00	
Total Funding		\$ 1,000,000.00	
B. Expenditures		Amount	Notes
A Preliminary Investigation / Due Diligence			
Sketch Plan Creation			
B Land Acquisition			not included
C Professional Services			
Architect			
1. Moseley Architects		\$ 60,000.00	did not include civil in their contract.
Engineering / Consultants			
1. D.H. Hagins & Associates		\$ 7,000.00	civil engineering
2. Aiken Cost Consultants		\$ 2,160.00	cost estimation for the building only
D Building & Site Work			
Permits			
Lancaster County Building and Codes		\$ -	
Lancaster County Water & Sewer		\$ -	
General Contractor			
Building: Not yet selected (estimate only)		\$ 990,695.00	Base bid only. Estimate from Aiken Cost Consultants: Does not include civil / parking lot.
		\$ 236,948.00	Alternate #1 \$236,948 additional
		\$ -	Alternate #2 \$500,297 additional
Parking Lot: Not yet selected		\$ 100,000.00	Allowance, design has not been completed yet. Add new section at the rear of the building, repair damages to existing areas, kill grass and restrip parking
Direct Speciality Venders / sub-contractors			
Lancaster I.T.		\$ 100,000.00	allowance, cameras, I.T. room servers, misc. wiring
E Furniture, fixtures, and equipment (FF&E)			
Furniture		\$ 40,000.00	allowance for offices and training rooms
Fixtures			
Equipment		\$ 1,000.00	Kitchen appliances. 320 KW Generator already included in the budget of the base bid under special electrical systems.
F Contingency			
construction contingency		\$ 155,000.00	
Total Expenditures		\$ 1,692,803.00	
C. Balance		Amount	Notes
Balance		\$ (692,803.00)	Funding Sources - Total Expenditures. There is a negative balance, additional funding must be approved to complete construction phase.

Issue: We have two projects (EMS Headquarters renovation of former Founders building and new Fleet Maintenance facility) that are underfunded for the work required; a likely project coming up soon (acquisition of LCW&SD property that will include construction of a new recycling center, renovation of an office and work buildings, and possible renovation/ addition of a fleet maintenance building), and a ticking clock (12 to 18 month window) on the expenditure of \$2.75 million in bond funding currently earmarked for a new Fleet Maintenance facility.

Proposed solution:

1. Prioritize the renovation of the former Founders building for a new EMS Headquarters.
 - a. Finalize plans and anticipated costs for basic building needs as well as Administration, Billing, and Training areas. Look at minimal needs to include Logistics. Balance of building to remain shell space and open storage.
 - b. Bring updated plans and cost estimates to Council for approval.
 - c. Work with Procurement and Projects Management to utilize design/ build to maximize potential savings. Adopt ordinance for this project if needed.
 - d. Have \$1 million set-aside; balance to come from reallocation of \$2.75 million.
2. Second priority is likely (no due diligence yet completed) of LCW&SD site on Kershaw Camden Highway.
 - a. Complete due diligence and make decision on acquisition.
 - b. First priority – design and cost estimation on recycling center on south end of the property to replace the current Lynwood Drive site.
 - c. Second priority – design and cost estimation to rehabilitate buildings for use by Public Services administration, Keep Lancaster Beautiful, Building Maintenance, Grounds Maintenance, and materials storage.
 - d. Third priority – determine if Fleet Maintenance can be accommodated with renovation of an existing building and construction of an addition for ambulances and heavy vehicles. At this time we are not sure there is physical room on the site for this but an analysis is underway.
 - e. Needed funding to come from reallocation of \$2.75 million. No current funding exists for this site.
3. If Fleet Maintenance will not work on the Kershaw Camden site then replace the roof on the current building.
 - a. Finalize a scope of work related to number of bays and related spaces such as parts storage needed in a new facility.
 - b. Once Public Services Administration is relocated explore moving the proposed site of the building. We know the site prep cost for the current plan is in excess of \$800,000 and that will not change no matter how much the building is modified. Perhaps other sites on the property would be more conducive with far less site work needed.
 - c. Once a scope of work and likely cost estimates are completed, return to Council for authorization for future funding at that time.
4. If this concept finds favor with Council, we will need an ordinance (per Frannie) to redirect the \$2.75 million in funding that is currently earmarked for Fleet Maintenance for the new uses identified.

January 21, 2020

Re: Lancaster County EMS Headquarters
Project Budget Evaluation

Dear Kelvin,


Perception Builders, LLC is pleased to offer our review of the EMS Headquarters construction documents and estimate dated December 30, 2019. The purpose of this review is to identify any opportunities to reduce construction cost while achieving the same end goal. It is important to recognize that Perception Builders is reviewing this information without any prior participation in project programming or discussions of any type about the project. The review and recommendations below are simply items to be considered for discussion and may or may not align with ultimate project goals.

1. Observation – The Construction Documents that have been produced appear to deliver a completed facility that would serve the vast needs of an EMS Headquarters. Long term, permanent approaches to Logistics, Training, Administration, etc. appear to have been considered and this facility if constructed should serve the EMS service for many years in the future. In short, this plan does not appear to be a short-term band-aid to serve as a headquarters until future funding became available.
2. Observation – The estimate for construction of the construction documents appears to be a thorough estimation of the construction cost that could be anticipated should this project be submitted to the bid market. However, the current construction market is saturated with available work and subcontractor demand is very high. It would not be unlikely to see bid prices come in higher than this preliminary estimate.
3. Observation – The construction documents and the estimate have been divided into 3 phases. Phase 1 probable cost appear to fall within the desired project budget of \$1MM. However, there are many functions of the EMS Headquarters that are not addressed in Phase 1. A completion of Phase 1 only would require future funding for construction to complete the project program. Our observation is that the project budget that was set does not appear to have accounted for the complete and final project program. In short, the project budget was probably set to low at the start and/or the program grew to exceed the initial project and budget was not adjusted.
4. Opportunity – Evaluate Security System including Cameras and Card Access. I am aware of certain areas and stored items that need tight control. However, the current security budget for this project is at \$94,184.00 based on the Aiken estimate. There could be savings if these systems are evaluated to minimize card readers and cameras.
5. Opportunity – Evaluate the need for backup power and specifically what needs to be on backup power. It appears entire building has been sized for backup power. Possibly a temporary solution to backup power for only critical items could be implemented. (Potential savings in the short term of \$85,000.00)
6. Opportunity – There is potential savings and potential gain in usable space if the area labeled as rooms 102, 013, 105, 106, and 107 could be converted to open office workstations. If privacy is needed a single shared conference room could be developed in that area.

7. Opportunity – Shorten length of wall that separates Future Expansion Space 208 by turned wall 90 degrees to end at door 146A. Reduces constructed wall length and area required for ACT (Potential Savings of \$3,300.00)
8. Opportunity – Delete ACT in rooms 142 and 143. (Potential Savings of \$9,600.00)
9. Possible Opportunity – Investigate condition of existing HVAC units that serve 123,142, and 143. Could potentially reuse existing HVAC units for a short period.

In short, these opportunities above simply address initial cost outlay. Long term these items would need to be realized to achieve the program captured in this plan. I do not see any significant waste or methods of construction that would yield significant project savings. The only opportunity for reduced cost would be reduced scope of the program.

Sincerely,



Chad Catledge
President

	Remaining PO Balance	Actual Spent	Total
Design-Moseley	\$2,000	\$50,114.50	\$52,114.50
Cost Estimation- Aiken Cost Consulting	\$0	\$2,160	\$2,160
Engineering-D H Hagins	\$6,450	\$0	\$6,450
Total	\$8,450	\$52,274.50	\$60,724.50

Aiken Cost Consultants

LETTER OF TRANSMITTAL

30-Dec-19

11:07 AM

RECIPIENT

Name: Kelvin Alexander, Project Manager
Company: Lancaster County Government
Address: 101 N Main St
Lancaster, SC 29720
Ph/FAX: (803) 293-0574
e-mail: kalexander@lancastersc.net

SENDER

Name: Bryan Venable
Company: Aiken Cost Consultants
Address: 19 West Stone Avenue
Greenville, SC 29609
Phone: (864)-232-9342
Fax: (864)-233-2573
e-mail: Bryan@AikenCost.com

PROJECT INFORMATION

Project Title: Lancaster County EMS Headquarters
Location: Lancaster, SC
ACC Project #: LCo1
Estimate Format: ACC Progressive 10
Construction Document Estimate

PURPOSE OF TRANSMITTAL

☒ As Requested ☒ For Your Use ☐ For Your File ☐ For Your Review/Comment ☐ For Your Information

METHOD OF DELIVERY

☐ Direct Express ☐ US Mail ☐ Fax ☐ Hand ☒ e-mail

ITEMS TRANSMITTED

	Number	# Pages
Master Summary	<u>1</u>	<u>2</u>
Summary	<u>1</u>	<u>2</u>
Rationale	<u>1</u>	<u>19</u>
Vendor Quotes	<u> </u>	<u> </u>
Other-	<u> </u>	<u> </u>
Total Items Transmitted (including this page)	<u>4</u>	<u>23</u>

COMMENTS

We have tried to organize the estimate to simplify your review and analysis. Please click on the tabs at the bottom of your screen to navigate through the estimate. We encourage your careful review and appreciate your questions and comments.

MASTER SUMMARY
Construction Document Estimate
 For
Lancaster County EMS Headquarters
 3724 Charlotte Highway
 Lancaster, SC

Owner
 Lancaster County Government
 101 N Main St
 Lancaster, SC 29720

Cost Estimator:
 Aiken Cost Consultants
 19 West Stone Avenue
 Greenville, SC 29609

	Total	
	Cost	%
Base Estimate	990,695	57.3%
Alternate 1	236,948	13.7%
Alternate 2	500,297	29.0%
Total Probable Base Bid	\$1,727,940	100.0%
Construction Phase Contingency	86,397	5.0%
Total Construction Cost (TCC)	\$1,814,337	105.0%

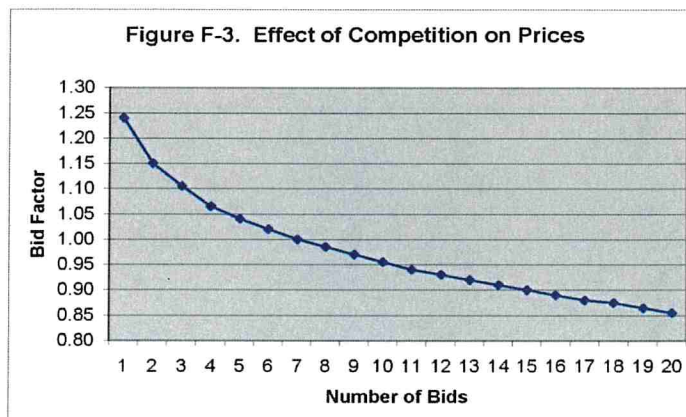
Project Notes / General Comments

This estimate is based upon CD Documents dated 18 November 2019.

This estimate has been prepared in accordance with generally accepted estimating practices and principles. Aiken Cost Consultants' staff is available to discuss our methods, pricing, assumptions, or estimating philosophy with any interested party. Please contact us by phone at (864) 232-9342, by fax at (864) 233-2573, or by e-mail at Brad@AikenCost.com.

Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. We have no control over General or Subcontractor overhead and profit percentages, bidding climates, schedules, contractor's methods of determining prices, continuing design modifications or addenda, etc., therefore, we cannot guarantee that proposals, bids, or actual construction costs will be within a certain range of this, or subsequent, cost estimates.

When preparing each cost estimate submittal Aiken Cost Consultants reviews current market conditions. It is our opinion that current construction market may be less than competitive at both the General Contractor and Sub Contractor levels. One of several resources the Owner should consider when bidding a project is the "Effect of Competition on Prices" chart developed by the U.S. Army Corp of Engineers. Additional project specific factors to consider (when applicable) are; anticipated mid-point of construction, difficult conditions, phasing, Liquidated Damages, limited or set-aside contracting requirements, etc. These multiple factors should also be considered whenever the project is delayed and/or market conditions change significantly.



BUILDING SUMMARY
Construction Document Estimate
 FOR
Lancaster County EMS Headquarters
3724 Charlotte Highway
Lancaster, SC

Owner	Cost Estimator:
Lancaster County Government	Aiken Cost Consultants
101 N Main St	19 West Stone Avenue
Lancaster, SC 29720	Greenville, SC 29609

Project Data	
Project Code:	LCo1
Mid Point of Construction:	Sep 2020
Owners Budget:	Unknown
ACC Last Estimate:	NA

Project	Lancaster County EMS Headquarters			
LEVEL 2 GROUP ELEMENTS	Element			
Level 3 Elements	Quantity	Unit	Rate (\$)	Cost
Base Estimate	9686	SF	102	\$990,695

C10 Interior Partitions & Windows	7301	SF	6.75	49,276
C12 Interior Doors	16	LEF	1,379.06	22,065
C13 Interior Specialties	9686	SF	0.09	860
C30 Finishes	9686	SF	6.65	64,371
D20 Plumbing	9686	SF	3.59	34,733
D30 HVAC	9686	SF	19.62	190,050
D40 Fire Protection	9686	SF	4.72	45,689
D50 Electrical Service & Distribution	9686	SF	10.86	105,184
D52 Lighting & Branch Wiring	9686	SF	12.23	118,474
D53 Communication & Branch Wiring	9686	SF	18.11	175,457
D54 Special Electrical Systems	9686	SF	15.92	154,192
E10/20 Equipment & Furnishings	9686	SF	0.42	4,058
F10/20 Special Const. & Demolition	9686	SF	2.71	26,286

Alternate 1	2736	SF	87	\$236,948
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C10 Interior Partitions & Windows	2762	SF	7.09	19,580
C12 Interior Doors	7	LEF	4,787.57	33,513

Project	Lancaster County EMS Headquarters					
LEVEL 2 GROUP ELEMENTS		Element				
Level 3 Elements		Quantity	Unit	Rate (\$)	Cost	
C13 Interior Specialties		2736	SF	0.25	696	
C30 Finishes		2736	SF	8.62	23,571	
D20 Plumbing		2736	SF	11.50	31,462	
D30 HVAC		2736	SF	12.73	34,839	
D40 Fire Protection		2736	SF	4.72	12,906	
D50 Electrical Service & Distribution		2736	SF	1.98	5,411	
D52 Lighting & Branch Wiring		2736	SF	16.69	45,673	
D53 Communication & Branch Wiring		2736	SF	6.85	18,731	
F10/20 Special Const. & Demolition		2736	SF	3.86	10,567	
Alternate 2		9168	SF	55	\$500,297	

C10 Interior Partitions & Windows	6818	SF	4.53	30,871
C12 Interior Doors	11	LEF	1,450.32	15,954
C30 Finishes	9168	SF	4.28	39,221
D20 Plumbing	9168	SF	0.25	2,293
D30 HVAC	9168	SF	20.84	191,048
D40 Fire Protection	9168	SF	4.72	43,246
D52 Lighting & Branch Wiring	9168	SF	12.43	113,948
D53 Communication & Branch Wiring	9168	SF	4.42	40,499
F10/20 Special Const. & Demolition	9168	SF	2.41	22,130
G10-90 Site	9168	SF	0.12	1,088

Project Costs, not including GC Field Overhead

\$1,727,940

The above unit prices INCLUDE the following:

Fees & Permits		
Bond	Escalation to Mid Point of Construction	Single Prime
State Sales Tax	Non-Competitive Market	

The following items are EXCLUDED from this estimate:

Design Fees
Inhouse Costs
Finance Costs

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Base Estimate						\$990,695
C10 Interior Partitions & Windows	7301	SF	@	6.75	=	49,276
5/8" Gyp Brd-2 sides on 3 5/8" metal studs,taped & fin	5853	SF	1.52	3.00	4.52	26,480
5/8" Gyp Brd-2 sides, taped & fin	1010	SF	1.87	7.82	9.69	9,788
5/8" MR-GWB-2 sides on 3 5/8" met studs	70	SF	2.52	3.58	6.10	427
8" Concrete Block	20	SF	4.13	5.38	9.51	190
Interior Storefront	335	SF	28.75	4.90	33.65	11,273
Fixed Window, lobby	13	SF	73.38	12.59	85.96	1,118
C12 Interior Doors	16	LEF	@	1379.06	=	22,065
3'x 7' SCW door w/ HM frame, paint, & hdwr (4-7/8" D)	9	EA	1,045	318	1,363	12,268
3'x7' HM door w/ frame, paint & hardware (4-7/8" D)	1	EA	1,339	476	1,814	1,814
Pair 3'x7' HM doors w/ frame, paint & hardware (4-7/8" D)	1	PR	2,440	779	3,219	3,219
Pair 3'x 7' SCW door w/ HM frame, paint, & hdwr (4-7/8" D)	2	PR	1,823	559	2,382	4,764
C13 Interior Specialties	9686	SF	@	0.09	=	860
Robe or Coat Hook	1	EA	23.30	5.20	28.49	28.49
Stainless Steel Grab Bars, 18"	1	EA	35.94	20.81	56.75	56.75
Stainless Steel Grab Bars, 36"	1	EA	41.93	25.24	67.17	67.17
Stainless Steel Grab Bars, 42"	1	EA	43.72	25.24	68.97	68.97
Mirror w/ SS Frame, 18"W x36"H	1	EA	147	33.25	181	181
Toilet Tissue Dispenser, Double Roll	1	EA	26.35	20.81	47.16	47.16
Sanitary Napkin Disposal (Surface Mounted)	1	EA	204	76.96	281	281
Soap Dispenser, Chrome, Surface Mounted, Liquid	1	EA	61.09	25.24	86.33	86.33
Shelving, Pine, 1" x 12" deep	4	SFshlf	6.35	4.75	11.10	44.41
C30 Finishes	9686	SF	@	6.65	=	64,371
Paint (low-VOC) drywall, primer & 2 coats- roller work	23247	SF	0.17	0.52	0.69	16,013
Ceramic Tile Walls, 6"x6" thin set w/ low VOC adhesive	70	SF	4.28	4.65	8.93	625
Ceramic Tile Floor, 6"x6" thin set w/ low VOC adhesive	92	SF	6.29	2.72	9.01	829
Seal Coat Concrete (low-VOC)	276	SF	0.26	0.16	0.42	116
Carpet Tile, Cushion Back w/ low VOC adhesive	2484	SF	4.26	0.63	4.89	12,158

LCo1	Lancaster County EMS Headquarters						
Construction Document Estimate							
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Vinyl Composition Tile w/ low VOC adhesive	44	SF	4.12	0.68	4.80	211	
Rubber Base, 4", Cove w/ low VOC adhesive	1943	LF	1.43	1.44	2.87	5,572	
Ceramic Tile , Cove Base, 6" w/ low VOC adhesive	40	LF	5.34	8.12	13.46	539	
Paint (low-VOC) Ceiling, 3 coats, Spray	128	SF	0.34	0.65	0.99	127	
Gyp Board Ceiling,taped,finish,paint,susp system	61	SF	2.29	2.93	5.22	318	
ACT (Seismic) 24"X 24", 5/8" Mineral Fiber,Tegular	5329	SF	3.09	1.48	4.57	24,349	
ACT (Seismic) 24"X 24", w/ Plastic Film Face	744	SF	3.38	1.35	4.72	3,514	
D20 Plumbing	9686	SF	@	3.59	=	34,733	
Plumbing Fixtures							
Plumbing, Per Fixture	4	FX	2674.16	1699.41	4373.57	17,494	
Water Closet, Flush Valve, Floor Mtd (WC-1)	1	EA	1394.59	479.11	1873.70	1,874	
Lavatory, Wall Hung, ADA (LA-1)	1	EA	1725.26	677.72	2402.98	2,403	
Electric Water Cooler Bi Level (EWC-1)	1	EA	1545.55	228.29	1773.84	1,774	
Janitor Sink, Corner, Floor (MSB-1)	1	EA	2983.27	908.06	3891.33	3,891	
Domestic Water Specialties							
Domestic Water Tie-Ins To Existing	4	EA	79.07	245.70	324.77	1,299	
Sanitary DWV Specialties							
Sanitary Tie-Ins To Existing	4	EA	93.45	245.70	339.15	1,357	
Plumbing Specialties							
Vibration Isolation & Seismic Restraint	9,686	SF			0.13	1,270	
Submittals and Close Out Documentation	9,686	SF		0.06	0.06	595	
Plumbing Shop Drawings	9,686	SF		0.08	0.08	793	
Plumbing "As Built" Drawings	9,686	SF		0.06	0.06	595	
Pressure Test Domestic / DWV Lines	9,686	SF		0.03	0.03	297	
Disinfect Domestic Water Lines	9,686	SF		0.02	0.02	198	
Pipe Labeling / Tagging	9,686	SF		0.05	0.05	496	
One Year Contractor Service Warranty	9,686	SF		0.04	0.04	397	
D30 HVAC	9686	SF	@	19.62	=	190,050	
Air Package Units							
Split Syst. Heat Pump, Air/Air, 2 Ton (AHU-1 & HP-1)	1	EA	4133.44	1076.98	5210.42	5,210	
Split Syst. Heat Pump, Air/Air, 2½Ton (AHU-2 & HP-2)	1	EA	4399.42	1212.11	5611.53	5,612	
Ductless SS., Cooling Only Wall Mount 2 Ton (DSS-1 & 2)	2	EA	5290.81	722.76	6013.57	12,027	
Air Distribution							
Ductwork							
Galv. Rectangular & Round Duct	9500	LB	1.12	7.00	8.12	77,176	

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Flex Duct	250	LF	5.33	4.59	9.92	2,480
Duct Insulation						
Duct Insulation / Liner, 2" Thk, 1½ Lb Density	6650	SF	1.78	2.04	3.82	25,403
Grilles, Registers & Diffusers						
Ceiling Diffuser & Grilles	51	EA	117.89	39.89	157.78	8,047
Controls System						
Basic DDC Controls System	9,686	SF			3.44	33,332
HVAC Specialties						
Vibration Isolation & Seismic Restraint	9,686	SF		0.43	0.43	4,165
HVAC Shop Drawings	9,686	SF		0.23	0.23	2,231
HVAC "As Built" Drawings	9,686	SF		0.17	0.17	1,636
Submittals and Close Out Documentation	9,686	SF		0.15	0.15	1,487
Operation & Maintenance Manuals (O & M's)	9,686	SF		0.06	0.06	595
Inspection & Limited Commissioning	9,686	SF		0.25	0.25	2,380
Owner Training For Operating Personnel	9,686	SF		0.06	0.06	595
One Year Contractor Service Warranty	9,686	SF		0.08	0.08	744
Piping / Equipment Labeling & Tagging	9,686	SF		0.04	0.04	397
Pressure Test Ductwork	9,686	SF		0.23	0.23	2,231
Air Side Testing & Balancing						
Start-Up, Test & Balance Packaged AHU	2	EA			278.38	557
Start-Up, Test & Balance Ductless Split System	2	EA			278.38	557
Test & Balance Grilles & Diffusers	51	EA			62.53	3,189
D40 Fire Protection	9686	SF	@	4.72	=	45,689
Wet Pipe System						
Wet Pipe Sprinkler System	9686	SF	2.37	2.35	4.72	45,689
D50 Electrical Service & Distribution	9686	SF	@	10.86	=	105,184
Panels						
DP_Main circuit breaker, to 480 volt, 400 amp (MDP)	1	EA	4684.59	988.11	5672.70	5673
Circuit breaker, LA frame, 125-400 amp	2	EA	5246.74	244.40	5491.14	10982
Circuit breaker, KA frame, 70-225 amp	4	EA	2286.08	175.40	2461.49	9846
Circuit breaker, 480 volt, 3 pole, 15 to 60 amp	3	EA	884.45	105.83	990.28	2971
DP_Main circuit breaker, to 208 volt, 800 amp (L1)	1	EA	9856.38	1081.66	10938.04	10938
DP_Main lug only, to 208 volt, 800 amp (L1)	1	EA	2098.70	1040.73	3139.43	3139
Circuit breaker, KA frame, 70-225 amp	3	EA	2286.08	175.40	2461.49	7384
Circuit breaker, 208 volt, 3 pole, 15 to 60 amp	1	EA	846.97	105.83	952.80	953
Circuit breaker, 240 volt, 2 pole, 15 to 60 amp	6	EA	554.66	80.10	634.76	3809

Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Circuit breaker, 120 volt, 1 pole, 15 to 60 amp	60	EA	181.39	70.16	251.55	15093
Distribution Panel steel support	3	EA	106.09	216.33	322.42	967
Relocate Panel H1, 250 amp, 480 volt	1	EA	749.53	2338.73	3088.26	3088
Refeed Panel HVAC	1	EA	37.48	140.32	177.80	178
Refeed Panel H2	1	EA	37.48	140.32	177.80	178
Refeed Panel L4	1	EA	37.48	140.32	177.80	178
Refeed Panel L6	1	EA	37.48	140.32	177.80	178
Panelboard, 100A, 208 volt, MLO, 30 ckt., w/1P brkrs (L8)	1	EA	2435.99	1058.27	3494.26	3494
Panelboard steel support	2	EA	70.73	144.11	214.84	430
Interior Distribution Transformers						
Transformer, 225 KVA, 3 phase, 480/120/208 (Existing)	1	EA	374.77	292.34	667.11	667
Panel Feeders						
4" RGS w/ 11 coup, 2 bends & 2 term. per 100'	20	LF	30.73	28.06	58.80	1176
4" RGS elbow	2	EA	119.18	140.32	259.50	519
4" locknut	4	EA	23.01		23.01	92
4" bushing	2	EA	2.41	62.56	64.97	130
4" RGS support	3	EA	38.98	21.26	60.23	172
4"x12" RGS Nipple, w/ locknuts & bushings	2	EA	208.37	70.16	278.53	557
4" EMT w/ 11 coup, 2 elbows & 2 term. per 100'	10	LF	18.81	14.03	32.85	328
4" EMT elbow	4	EA	62.96	93.55	156.51	626
4" EMT connector	4	EA	152.91	35.08	187.99	752
4" EMT coupling	8	EA	129.67	35.08	164.75	1318
2 1/2" EMT w/ 11 coup, 2 elbows & 2 term. per 100'	100	LF	6.81	9.35	16.16	1616
2 1/2" EMT elbow	8	EA	29.38	46.77	76.16	609
2 1/2" EMT connector	6	EA	71.96	15.61	87.57	525
2 1/2" EMT coupling	16	EA	69.71	23.39	93.09	1490
2" EMT w/ 11 coup, 2 elbows & 2 term. per 100'	10	LF	5.83	7.02	12.85	128
2" EMT elbow	4	EA	10.79	28.06	38.86	155
2" EMT connector	4	EA	28.48	11.23	39.71	159
2" EMT coupling	8	EA	17.76	18.13	35.89	287
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	170	LF	4.54	5.61	10.16	1726
1 1/4" EMT elbow	6	EA	6.37	17.54	23.91	143
1 1/4" EMT connector	4	EA	17.01	8.01	25.02	100
1 1/4" EMT coupling	12	EA	9.07	11.58	20.65	248
1" EMT w/ 11 coup, 2 bends & 2 term. per 100'	90	LF	2.85	4.89	7.74	696
1" EMT connector	2	EA	6.87	6.26	13.12	26
#10 THHN wire, copper	100	LF	0.24	0.56	0.80	80
#8 THHN wire, copper	190	LF	0.43	0.70	1.14	216
#4 THHN wire, copper	510	LF	1.03	1.06	2.10	1070

Lancaster County EMS Headquarters						
Construction Document Estimate				QUOTE/	UNIT	TOTAL
DESCRIPTION		U/M	MAT'L	INSTALL	TOTAL	COST
#3 THHN wire, copper	50	LF	1.45	1.12	2.58	129
#1 THHN wire, copper	760	LF	2.26	1.40	3.67	2787
#2/0 THHN wire, copper	60	LF	3.31	1.94	5.25	315
#3/0 THHN wire, copper	20	LF	4.24	2.25	6.49	130
#4/0 THHN wire, copper	360	LF	5.25	2.55	7.80	2807
250 kcmil THHN wire, copper	80	LF	6.45	2.81	9.25	740
500 kcmil THHN wire, copper	120	LF	12.59	3.51	16.10	1932
600 kcmil THHN wire, copper	80	LF	11.32	4.33	15.64	1252
D52 Lighting & Branch Wiring	9686	SF	@	12.23	=	118,474
Light Fixtures						
Type: A1	4	EA	299.81	93.55	393.36	1573
Type: A2	3	EA	584.64	93.55	678.19	2035
Type: A3	38	EA	224.86	93.55	318.41	12100
Type: A4	7	EA	509.68	93.55	603.23	4223
Type: C1	2	EA	299.81	93.55	393.36	787
Type: J2	4	EA	509.68	93.55	603.23	2413
Type: J4	2	EA	224.86	93.55	318.41	637
Type: L1	6	EA	337.29	93.55	430.84	2585
Type: X1	11	EA	224.86	87.70	312.56	3438
Type: X2	1	EA	224.86	87.70	312.56	313
Type: Z1	4	EA	599.63	111.09	710.72	2843
Type: Relocate lights	4	EA	14.99	70.16	85.15	341
Lighting Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	820	LF	1.77	4.33	6.10	4998
3/4" EMT connector	164	EA	4.81	5.11	9.92	1627
3/4" EMT field bend	164	EA		7.02	7.02	1151
4" Square box w/cover (ring), support	82	EA	11.99	35.08	47.07	3860
#12 THHN wire, copper	3280	LF	0.16	0.51	0.68	2228
Fixture whip, (3) #12THHN	68	EA	13.25	17.54	30.79	2094
Fixture whip, (4) #12THHN	14	EA	19.97	43.32	63.29	886
Lighting Controls						
Switch, 20 amp, 3 way, w/box, ring, cover	3	EA	49.12	70.16	119.29	358
Switch, 20 amp, 4 way, w/box, ring, cover	1	EA	59.66	73.83	133.50	133
Dimmer Switch, LED, w/box, ring, cover	1	EA	226.06	78.66	304.72	305
3-way Dimmer Switch, LED, w/box, ring, cover	1	EA	218.26	75.63	293.90	294
Occupancy Sensor, 1-pole, wall, w/box, ring, cover	1	EA	141.03	67.45	208.48	208
Dimmable Occ Sensor, LED, wall, w/box, ring, cover	10	EA	251.84	67.45	319.29	3193

LCo1

Lancaster County EMS Headquarters

Construction Document Estimate

DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Occ Sensor, ceiling, w/box, ring, cover	8	EA	206.87	86.53	293.40	2347
Remote power pack	3	EA	48.72	56.13	104.85	315
Photo cell	1	EA	38.98	70.16	109.14	109
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	520	LF	1.77	4.33	6.10	3170
3/4" EMT connector	52	EA	4.81	5.11	9.92	516
3/4" EMT field bend	52	EA		7.02	7.02	365
4" Square box w/cover (ring), support	26	EA	11.99	35.08	47.07	1224
#12 THHN wire, copper	2080	LF	0.16	0.51	0.68	1413
Receptacles						
Duplex Receptacle, 20 amp, w/box, ring, cover	63	EA	31.65	67.76	99.41	6263
Floor box	1	EA	395.75	208.15	603.90	604
Poke through	2	EA	335.79	85.13	420.92	842
Under carpet receptacle	30	EA	122.92	22.22	145.14	4354
Under carpet box	30	EA	122.92	28.06	150.99	4530
3 conductor flat cable, #12	200	LF	8.02	0.55	8.57	1714
Under carpet power connection	5	EA	76.45	28.06	104.52	523
Receptacle Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	2130	LF	1.77	4.33	6.10	12984
3/4" EMT connector	142	EA	4.81	5.11	9.92	1409
3/4" EMT field bend	142	EA		7.02	7.02	996
4" Square box w/cover (ring), support	71	EA	11.99	35.08	47.07	3342
#12 THHN wire, copper	8520	LF	0.16	0.51	0.68	5789
Saw cutting, concrete (floor boxes)	10	LF		24.38	24.38	244
Equipment Connections						
Air handling unit - Equipment Connection	2	EA	43.65	108.97	152.63	305
Condensing unit - Equipment Connection	2	EA	43.65	108.97	152.63	305
Ductless split system - Equipment Connection	2	EA	52.39	149.83	202.22	404
Grinder pump - Equipment Connection	1	EA	43.65	102.16	145.81	146
Heat pump - Equipment Connection	2	EA	34.93	102.16	137.08	274
240 volt, 30 amp FDS, 3p, nema 3R, w/fuses	3	EA	229.36	181.25	410.61	1232
240 volt, 60 amp FDS, 3p, nema 3R, w/fuses	1	EA	383.76	254.92	638.68	639
600 volt, 30 amp FDS, 3p, nema 3R, w/fuses	2	EA	367.27	181.25	548.52	1097
Equipment Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	620	LF	1.77	4.33	6.10	3779
3/4" EMT connector	14	EA	4.81	5.11	9.92	139
3/4" EMT field bend	14	EA		7.02	7.02	98
4" Square box w/cover (ring), support	7	EA	11.99	35.08	47.07	330
#12 THHN wire, copper	800	LF	0.16	0.51	0.68	544
#10 THHN wire, copper	1330	LF	0.24	0.56	0.80	1066

Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
#8 THHN wire, copper	390	LF	0.43	0.70	1.14	443
D53 Communication & Branch Wiring	9686	SF	@	18.11	=	175,457
Fire Alarm System						
FACP addressable	1	EA	6895.72	982.27	7877.98	7878
Surge Protection Device	1	EA	149.91	74.25	224.16	224
Smoke Detector, addressable	17	EA	340.29	93.55	433.84	7375
Pull Station, addressable	7	EA	223.36	77.76	301.12	2108
Audio/visual	32	EA	251.84	105.83	357.67	11445
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	1450	LF	1.77	4.33	6.10	8839
3/4" EMT connector	232	EA	4.81	5.11	9.92	2302
3/4" EMT field bend	232	EA		7.02	7.02	1628
4" Square box w/cover (ring), support	116	EA	11.99	35.08	47.07	5461
18/2 fire alarm cable	2900	LF	1.03	0.70	1.74	5034
#14 THHN, copper	5800	LF	0.12	0.43	0.55	3205
Telecom System						
84"x19" 4-post equipment rack - CPI	2	EA	1454.10	257.26	1711.36	3423
4" Vertical Data rack/wire management - HellermannTyton	4	EA	269.83	94.72	364.55	1458
Horizontal Data rack/wire management, 2 RU	6	EA	67.46	11.69	79.15	475
4'x8' plywood Telephone back board	6	EA	101.34	103.37	204.71	1228
Telecomm ground bar	1	EA	386.76	185.93	572.69	573
CAT 6 48 Port Patch Panel	3	EA	472.21	280.65	752.85	2259
CAT 6 Jack (label, test)	86	EA	4.81	8.65	13.47	1158
4 port data plate, plastic	24	EA	4.30	7.78	12.08	290
CAT 6 cable, plenum	13000	LF	0.33	0.81	1.14	14777
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	200	LF	4.54	5.61	10.16	2031
1 1/4" EMT elbow	20	EA	6.37	17.54	23.91	478
1 1/4" EMT connector	40	EA	17.01	8.01	25.02	1001
1 1/4" EMT coupling	40	EA	9.07	11.58	20.65	826
1 1/4" EMT field bend	40	EA		14.79	14.79	592
4 11/16" x 2 1/8"D Square box w/cover (ring), support	20	EA	14.99	35.08	50.07	1001
1" EMT w/ 11 coup, 2 bends & 2 term. per 100'	40	LF	2.85	4.89	7.74	309
1" EMT connector	8	EA	6.87	6.26	13.12	105
1" EMT field bend	8	EA		7.72	7.72	62
4 11/16" Square box w/cover (ring), support	4	EA	14.99	35.08	50.07	200
TV System						
F connector w/plate	7	EA	29.35	24.52	53.87	377
RG 6 cable, plenum	1050	LF	1.41	0.70	2.11	2216

LC01	Lancaster County EMS Headquarters						
Construction Document Estimate							
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
CAT 6 Jack (label, test)	16	EA	4.81	8.65	13.47	215	
4 port data plate, plastic	8	EA	4.30	7.78	12.08	97	
CAT 6 cable, plenum	2400	LF	0.33	0.81	1.14	2728	
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	150	LF	4.54	5.61	10.16	1523	
1 1/4" EMT elbow	15	EA	6.37	17.54	23.91	359	
1 1/4" EMT connector	46	EA	17.01	8.01	25.02	1151	
1 1/4" EMT coupling	30	EA	9.07	11.58	20.65	619	
1 1/4" EMT field bend	46	EA		14.79	14.79	680	
4 11/16" x 2 1/8"D Square box w/cover (ring), support	23	EA	14.99	35.08	50.07	1152	
Security System							
Security equipment rack	1	EA	7495.35	584.68	8080.03	8080	
Monitor	2	EA	1544.64	212.17	1756.81	3514	
Camera	18	EA	1511.06	292.34	1803.40	32461	
Card Reader	10	EA	1499.07	584.68	2083.75	20838	
Electric Door Latch	10	EA	509.68	97.06	606.74	6067	
Request -to-Exit switch	9	EA	175.39	108.75	284.14	2557	
Door switch - Magnetic	9	EA	131.59	108.75	240.34	2163	
Key Pad	1	EA	698.57	216.33	914.90	915	
D54 Special Electrical Systems	9686	SF	@	15.92	=	154,192	
Grounding & Lightning Protection Systems							
Misc. grounding	1	LS	1499.07	584.68	2083.75	2084	
Emergency Generators							
Generator, 320 KW, diesel, w/ enclosure	1	EA	124423	7697	132120	132120	
Generator pad	1	EA	1247	870	2117	2117	
Generator controls	1	EA	1559	1095	2654	2654	
Generator remote annunciator panel	1	EA	1278	347	1625	1625	
ATS, 480V, 3P, 400 amp, nema 3R	1	EA	12892	702	13594	13594	
E10/20 Equipment & Furnishings	9686	SF	@	0.42	=	4,058	
Base Cabinets, plastic laminate	6	LF	443	99.74	543	3,258	
Counter Tops, plastic laminate	12	LF	46.72	19.95	66.67	800	
F10/20 Special Const. & Demolition	9686	SF	@	2.71	=	26,286	
Metal Or Wood Studs, finish on two sides, drywall	1220	SF		2.94	2.94	3,589	
Exterior Doors, single, 3' x 7'	2	EA		31.38	31.38	62.76	

LCo1	Lancaster County EMS Headquarters					
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Base Cabinets	51	LF	12.51	12.51	638	
F2019A Loading, Disposal, and Dump Charges						
Machine Load & Haul Construction Debris, 5-mile	22	CY	16.15	16.15	355	
Dump Charges, Building Construction Materials	6	Ton	83.27	83.27	483	
Plumbing Demolition						
Misc. Plumbing Demolition	9,686	SF	0.23	0.23	2,219	
Remove Water Closet, Flr Mtd	2	EA	97.36	97.36	195	
Lavatory	3	EA	97.36	97.36	292	
Remove Electric Water Cooler	1	EA	130.58	130.58	131	
Remove Floor Drain and Decommission	1	EA	58.15	229.08	287.23	
HVAC Demolition						
Misc. HVAC Demolition	9,686	SF	0.99	0.99	9,615	
Electrical Demolition						
Electrical Demolition	1	LS	8419.42	8419.42	8419	
Alternate 1					\$236,948	
C10 Interior Partitions & Windows	2762	SF	@	7.09	=	19,580
5/8" Gyp Brd-2 sides on 3 5/8" metal studs,taped & fin	1006	SF	1.52	3.00	4.52	4,551
5/8" Gyp Brd-2 sides, taped & fin	1203	SF	1.87	7.82	9.69	11,658
5/8" MR-GWB-2 sides on 3 5/8" met studs w/sound batt	553	SF	2.51	3.58	6.10	3,371
C12 Interior Doors	7	LEF	@	4787.57	=	33,513
3'x 7' SCW door w/ HM frame, paint, & hdwr (4-7/8" D)	1	EA	1,045	318	1,363	1,363
3'x7' HM door w/ frame, paint & hardware (4-7/8" D)	2	EA	1,339	476	1,814	3,628
3'x7' alum./ full glass door w/ alum. frame/panic hdw	4	EA	5,112	2,018	7,130	28,522
C13 Interior Specialties	2736	SF	@	0.25	=	696
Robe or Coat Hook	1	EA	23.30	5.20	28.49	28.49
Stainless Steel Grab Bars, 18"	1	EA	35.94	20.81	56.75	56.75
Stainless Steel Grab Bars, 36"	3	EA	41.93	25.24	67.17	202
Shower Curtain Rod w/curtain	1	EA	37.07	38.43	75.51	75.51
Shower Seat	1	EA	243	90.89	334	334
C30 Finishes	2736	SF	@	8.62	=	23,571

Lancaster County EMS Headquarters							
Construction Document Estimate					QUOTE/	UNIT	TOTAL
DESCRIPTION		U/M	MAT'L	INSTALL		TOTAL	COST
Paint (low-VOC) drywall, primer & 2 coats- roller work	7992	SF	0.17	0.52		0.69	5,505
Ceramic Tile Walls, 6"x6" thin set w/ low VOC adhesive	253	SF	4.28	4.65		8.93	2,259
Seal Coat Concrete (low-VOC)	716	SF	0.26	0.16		0.42	301
Ceramic Tile Floors, 6"x6" w/ low VOC adhesive	407	SF	6.29	2.71		9.00	3,664
Carpet Tile, Cushion Back w/ low VOC adhesive	996	SF	4.26	0.63		4.89	4,875
Rubber Base, 4", Cove w/ low VOC adhesive	573	LF	1.43	1.44		2.87	1,643
Ceramic Tile , Cove Base, 6" w/ low VOC adhesive	198	LF	5.34	8.12		13.46	2,666
Paint (low-VOC) Ceiling, 3 coats, Spray	746	SF	0.34	0.65		0.99	738
Gyp Board Ceiling,taped,finish,paint,susp system	61	SF	2.29	2.93		5.22	318
ACT (Seismic) 24"X 24", 5/8" Mineral Fiber,Tegular	223	SF	3.09	1.48		4.57	1,019
Clean & Repair Existing Lobby Flooring	140	SF	3.49	0.66		4.15	581
D20 Plumbing	2736	SF	@	11.50	=		31,462
Plumbing Fixtures							
Water Closet, Flush Valve, Floor Mtd (WC-2)	2	EA	1394.59	479.11		1873.70	3,747
Electric Water Cooler Bi Level (EWC-1)	1	EA	1545.55	228.29		1773.84	1,774
Shower, Whlchr., Hdcp'd w/Thermostatic Valve (SH-1)	1	EA	4708.53	684.88		5393.42	5,393
Com. Gas Fired Water Heater (GWH-1)	1	EA	6959.87	1357.24		8317.10	8,317
Expansion Tank For Water Heater	1	EA	100.64	39.41		140.05	140
Domestic Water Specialties							
Domestic Water Tie-Ins To Existing	4	EA	79.07	245.70		324.77	1,299
Sanitary DWV Specialties							
Sanitary Tie-Ins To Existing	7	EA	93.45	245.70		339.15	2,374
Floor Drain	2	EA	511.11	126.94		638.05	1,276
Floor Clean Out (FCO)	1	EA	222.56	60.91		283.47	283
Plumbing Specialties							
Vibration Isolation & Seismic Restraint	2,736	SF				0.13	359
Submittals and Close Out Documentation	2,736	SF		0.06		0.06	168
Plumbing Shop Drawings	2,736	SF		0.08		0.08	224
Plumbing "As Built" Drawings	2,736	SF		0.06		0.06	168
Pressure Test Domestic / DWV Lines	2,736	SF		0.03		0.03	84
Disinfect Domestic Water Lines	2,736	SF		0.02		0.02	56
Pipe Labeling / Tagging	2,736	SF		0.05		0.05	140
One Year Contractor Service Warranty	2,736	SF		0.04		0.04	112
Pressure Test Natural Gas Lines	2,736	SF		0.03		0.03	84
Natural Gas Lines Piping Allowance	1	LS				5462.23	5,462

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
D30 HVAC	2736	SF	@	12.73	=	34,839
Air Distribution						
Ductwork						
Galv. Rectangular & Round Duct	2500	LB	1.12	7.00	8.12	20,310
Flex Duct	100	LF	5.33	4.59	9.92	992
Duct Insulation						
Duct Insulation / Liner, 2" Thk, 1½ Lb Density	1750	SF	1.78	2.04	3.82	6,685
Grilles, Registers & Diffusers						
Ceiling Diffuser & Grilles	10	EA	117.89	39.89	157.78	1,578
HVAC Specialties						
Vibration Isolation & Seismic Restraint	2,736	SF		0.43	0.43	1,176
HVAC Shop Drawings	2,736	SF		0.23	0.23	630
HVAC "As Built" Drawings	2,736	SF		0.17	0.17	462
Submittals and Close Out Documentation	2,736	SF		0.15	0.15	420
Operation & Maintenance Manuals (O & M's)	2,736	SF		0.06	0.06	168
Inspection & Limited Commissioning	2,736	SF		0.25	0.25	672
Owner Training For Operating Personnel	2,736	SF		0.06	0.06	168
One Year Contractor Service Warranty	2,736	SF		0.08	0.08	210
Piping / Equipment Labeling & Tagging	2,736	SF		0.04	0.04	112
Pressure Test Ductwork	2,736	SF		0.23	0.23	630
Air Side Testing & Balancing						
Test & Balance Grilles & Diffusers	10	EA			62.53	625
D40 Fire Protection	2736	SF	@	4.72	=	12,906
Wet Pipe System						
Wet Pipe Sprinkler System	2736	SF	2.37	2.35	4.72	12,906
D50 Electrical Service & Distribution	2736	SF	@	1.98	=	5,411
Panels						
Panelboard, 100A, 208 volt, MLO, 30 ckt., w/1P brkrs (L7)	1	EA	2435.99	1058.27	3494.26	3494
Panelboard steel support	1	EA	70.73	144.11	214.84	215
Panel Feeders						
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	50	LF	4.54	5.61	10.16	508
1 1/4" EMT elbow	3	EA	6.37	17.54	23.91	72
1 1/4" EMT connector	2	EA	17.01	8.01	25.02	50
1 1/4" EMT coupling	6	EA	9.07	11.58	20.65	124

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
#8 THHN wire, copper	60	LF	0.43	0.70	1.14	68
#1 THHN wire, copper	240	LF	2.26	1.40	3.67	880
D52 Lighting & Branch Wiring	2736	SF	@	16.69	=	45,673
Light Fixtures						
Type: A1	6	EA	299.81	93.55	393.36	2360
Type: A2	2	EA	584.64	93.55	678.19	1356
Type: A3	11	EA	224.86	93.55	318.41	3503
Type: C1	3	EA	299.81	93.55	393.36	1180
Type: C2	4	EA	584.64	93.55	678.19	2713
Type: H1	4	EA	524.67	116.94	641.61	2566
Type: H2	3	EA	809.50	116.94	926.43	2779
Type: J1	2	EA	224.86	93.55	318.41	637
Type: J2	1	EA	509.68	93.55	603.23	603
Type: X1	4	EA	224.86	87.70	312.56	1250
Lighting Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	400	LF	1.77	4.33	6.10	2438
3/4" EMT connector	80	EA	4.81	5.11	9.92	794
3/4" EMT field bend	80	EA		7.02	7.02	561
4" Square box w/cover (ring), support	40	EA	11.99	35.08	47.07	1883
#12 THHN wire, copper	1600	LF	0.16	0.51	0.68	1087
Fixture whip, (3) #12THHN	30	EA	13.25	17.54	30.79	924
Fixture whip, (4) #12THHN	10	EA	19.97	43.32	63.29	633
Lighting Controls						
Switch, 20 amp 1 pole, w/box, ring, cover	3	EA	37.37	67.12	104.49	313
Switch, 20 amp, 3 way, w/box, ring, cover	2	EA	49.12	70.16	119.29	239
Occupancy Sensor, 1-pole, wall, w/box, ring, cover	3	EA	141.03	67.45	208.48	625
Dimmable Occ Sensor, LED, wall, w/box, ring, cover	5	EA	251.84	67.45	319.29	1596
Occ Sensor, ceiling, w/box, ring, cover	7	EA	206.87	86.53	293.40	2054
Remote power pack	4	EA	48.72	56.13	104.85	419
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	400	LF	1.77	4.33	6.10	2438
3/4" EMT connector	40	EA	4.81	5.11	9.92	397
3/4" EMT field bend	40	EA		7.02	7.02	281
4" Square box w/cover (ring), support	20	EA	11.99	35.08	47.07	941
#12 THHN wire, copper	1600	LF	0.16	0.51	0.68	1087
Receptacles						
Duplex Receptacle, 20 amp, w/box, ring, cover	7	EA	31.65	67.76	99.41	696
Power j-box, 20 amp, w/box, ring, cover	6	EA	20.96	67.76	88.72	532

Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Receptacle Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	510	LF	1.77	4.33	6.10	3109
3/4" EMT connector	26	EA	4.81	5.11	9.92	258
3/4" EMT field bend	26	EA		7.02	7.02	182
4" Square box w/cover (ring), support	13	EA	11.99	35.08	47.07	612
#12 THHN wire, copper	1640	LF	0.16	0.51	0.68	1114
#10 THHN wire, copper	250	LF	0.24	0.56	0.80	200
#8 THHN wire, copper	150	LF	0.43	0.70	1.14	170
Equipment Connections						
Gas water heater - Equipment Connection	1	EA	43.65	108.97	152.63	153
Manual Motor Starter - 120V 1-pole	1	EA	140.57	93.99	234.56	235
Equipment Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	80	LF	1.77	4.33	6.10	488
3/4" EMT connector	2	EA	4.81	5.11	9.92	20
3/4" EMT field bend	2	EA		7.02	7.02	14
4" Square box w/cover (ring), support	1	EA	11.99	35.08	47.07	47
#12 THHN wire, copper	270	LF	0.16	0.51	0.68	183
D53 Communication & Branch Wiring						
	2736	SF	@	6.85	=	18,731
Fire Alarm System						
Audio/visual	1	EA	251.84	105.83	357.67	358
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	20	LF	1.77	4.33	6.10	122
3/4" EMT connector	4	EA	4.81	5.11	9.92	40
3/4" EMT field bend	4	EA		7.02	7.02	28
4" Square box w/cover (ring), support	2	EA	11.99	35.08	47.07	94
#14 THHN, copper	80	LF	0.12	0.43	0.55	44
Telecom System						
CAT 6 Jack (label, test)	26	EA	4.81	8.65	13.47	350
4 port data plate, plastic	7	EA	4.30	7.78	12.08	85
CAT 6 cable, plenum	3900	LF	0.33	0.81	1.14	4433
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	60	LF	4.54	5.61	10.16	609
1 1/4" EMT elbow	6	EA	6.37	17.54	23.91	143
1 1/4" EMT connector	12	EA	17.01	8.01	25.02	300
1 1/4" EMT coupling	12	EA	9.07	11.58	20.65	248
1 1/4" EMT field bend	12	EA		14.79	14.79	178
4 11/16" x 2 1/8"D Square box w/cover (ring), support	6	EA	14.99	35.08	50.07	300
1" EMT w/ 11 coup, 2 bends & 2 term. per 100'	10	LF	2.85	4.89	7.74	77
1" EMT connector	2	EA	6.87	6.26	13.12	26

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
1" EMT field bend	2	EA		7.72	7.72	15
4 11/16" Square box w/cover (ring), support	1	EA	14.99	35.08	50.07	50
TV System						
F connector w/plate	1	EA	29.35	24.52	53.87	54
RG 6 cable, plenum	150	LF	1.41	0.70	2.11	317
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	10	LF	4.54	5.61	10.16	102
1 1/4" EMT elbow	1	EA	6.37	17.54	23.91	24
1 1/4" EMT connector	2	EA	17.01	8.01	25.02	50
1 1/4" EMT coupling	2	EA	9.07	11.58	20.65	41
1 1/4" EMT field bend	2	EA		14.79	14.79	30
4 11/16" x 2 1/8"D Square box w/cover (ring), support	1	EA	14.99	35.08	50.07	50
Security System						
Camera	2	EA	1511.06	292.34	1803.40	3607
Card Reader	2	EA	1499.07	584.68	2083.75	4168
Electric Door Latch	1	EA	509.68	97.06	606.74	607
Request -to-Exit switch	1	EA	175.39	108.75	284.14	284
Door switch - Magnetic	1	EA	131.59	108.75	240.34	240
Key Pad	1	EA	698.57	216.33	914.90	915
Motion detector	1	EA	449.72	292.34	742.06	742
F10/20 Special Const. & Demolition	2736	SF	@	3.86	=	10,567
Interior Demolition						
Interior Doors, single, 3' x 7'	1	EA		25.09	25.09	25.09
Metal Or Wood Studs, finish on two sides, drywall	140	SF		2.94	2.94	412
Machine Load & Haul Construction Debris, 5-mile	18	CY		16.15	16.15	291
Dump Charges, Building Construction Materials	7	Ton		83.27	83.27	583
Plumbing Demolition						
Misc. Plumbing Demolition	2,736	SF		0.23	0.23	627
Remove Water Closet, Flr Mtd	2	EA		97.36	97.36	195
Remove Floor Drain and Cap	1	EA	40.70	65.29	105.99	106
HVAC Demolition						
Misc. HVAC Demolition	2,736	SF		0.99	0.99	2,716
Electrical Demolition						
Electrical Demolition	1	LS		5612.95	5612.95	5613
Alternate 2						\$500,297
C10 Interior Partitions & Windows	6818	SF	@	4.53	=	30,871

LCo1 Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
5/8" Gyp Brd-2 sides on 3 5/8" metal studs,taped & fin	5755	SF	1.52	3.00	4.52	26,037
5/8" X-Gyp Brd-2 sides on 3 5/8" metal studs,taped & fin	1063	SF	1.55	3.00	4.55	4,834
C12 Interior Doors	11	LEF	@	1450.32	=	15,954
3'x7' HM door w/ frame, paint & hardware (4-7/8" D)	3	EA	1,339	476	1,814	5,443
Pair 3'x7' HM doors w/ frame, paint & hardware (4-7/8" D)	3	PR	2,440	779	3,219	9,657
Pair 3'x7' HM frame, paint	2	EA	357	69.74	427	854
C30 Finishes	9168	SF	@	4.28	=	39,221
Paint (low-VOC) drywall, primer & 2 coats- roller work	2960	SF	0.17	0.52	0.69	2,039
Paint (low-VOC) Ceiling, 3 coats, Spray	4046	SF	0.34	0.65	0.99	4,005
Seal Coat Concrete (low-VOC)	6381	SF	0.26	0.16	0.42	2,687
Carpet Tile, Cushion Back w/ low VOC adhesive	761	SF	4.26	0.63	4.89	3,725
Rubber Base, 4", Cove w/ low VOC adhesive	1155	LF	1.43	1.44	2.87	3,312
ACT (Seismic) 24"X 24", 5/8" Mineral Fiber,Tegular	5133	SF	3.09	1.48	4.57	23,453
D20 Plumbing	9168	SF	@	0.25	=	2,293
Domestic Water Specialties						
Freeze Proof Hose Bibb (FPWH)	1	EA	467.26	78.32	545.58	546
Misc Piping	1	LS			1747.92	1,748
D30 HVAC	9168	SF	@	20.84	=	191,048
Air Package Units						
Roof Top DX A/C w/Gas Heat, 10 Ton (GP-1)	1	EA	25748.25	7703.67	33451.92	33,452
Air Distribution						
Ductwork						
Galv. Rectangular & Round Duct	8500	LB	1.12	7.00	8.12	69,053
Flex Duct	150	LF	5.33	4.59	9.92	1,488
Duct Insulation						
Duct Insulation / Liner, 2" Thk, 1½ Lb Density	5950	SF	1.78	2.04	3.82	22,729
Grilles, Registers & Diffusers						
Ceiling Diffuser & Grilles	34	EA	117.89	39.89	157.78	5,364
Supply & Exhaust Fans & Vents						
Inline Fan, 1560 CFM (EF-1)	1	EA	2587.90	1126.12	3714.01	3,714
Wall Exhausters, 2120 CFM (EF-2)	1	EA	2659.78	247.23	2907.02	2,907

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Lancaster County EMS Headquarters

Construction Document Estimate

DESCRIPTION	U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Unit Heaters					
Elect. Unit Heater, 5KW	1 EA	833.88	86.51	920.38	920
Elect. Unit Heater, 7.5KW	1 EA	1301.14	95.21	1396.34	1,396
Controls System					
Basic DDC Controls System	9,168 SF			3.44	31,549
HVAC Specialties					
Vibration Isolation & Seismic Restraint	9,168 SF		0.43	0.43	3,942
HVAC Shop Drawings	9,168 SF		0.23	0.23	2,112
HVAC "As Built" Drawings	9,168 SF		0.17	0.17	1,549
Submittals and Close Out Documentation	9,168 SF		0.15	0.15	1,408
Operation & Maintenance Manuals (O & M's)	9,168 SF		0.06	0.06	563
Inspection & Limited Commissioning	9,168 SF		0.25	0.25	2,253
Owner Training For Operating Personnel	9,168 SF		0.06	0.06	563
One Year Contractor Service Warranty	9,168 SF		0.08	0.08	704
Piping / Equipment Labeling & Tagging	9,168 SF		0.04	0.04	375
Pressure Test Ductwork	9,168 SF		0.23	0.23	2,112
Air Side Testing & Balancing					
Start-Up, Test & Balance Rooftop Unit	1 EA			501.08	501
Start-Up, Test & Balance Inline Fans	1 EA			172.99	173
Start-Up, Test & Balance Wall Exhaust Fans	1 EA			94.65	95
Test & Balance Grilles & Diffusers	34 EA			62.53	2,126
D40 Fire Protection	9168 SF	@	4.72	=	43,246
Wet Pipe System					
Wet Pipe Sprinkler System	9168 SF	2.37	2.35	4.72	43,246
D52 Lighting & Branch Wiring	9168 SF	@	12.43	=	113,948
Light Fixtures					
Type: A1	9 EA	299.81	93.55	393.36	3540.27
Type: A2	6 EA	584.64	93.55	678.19	4069.12
Type: A3	26 EA	224.86	93.55	318.41	8278.65
Type: A4	9 EA	509.68	93.55	603.23	5429.09
Type: C1	2 EA	299.81	93.55	393.36	786.73
Type: H1	26 EA	524.67	116.94	641.61	16681.88
Type: H2	7 EA	809.50	116.94	926.43	6485.04
Type: X1	6 EA	224.86	87.70	312.56	1875.38
Type: X2	1 EA	224.86	87.70	312.56	312.56

Lancaster County EMS Headquarters						
Construction Document Estimate			QUOTE/	UNIT	TOTAL	
DESCRIPTION	U/M	MAT'L	INSTALL	TOTAL	COST	
Lighting Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	1100	LF	1.77	4.33	6.10	6705.10
3/4" EMT connector	184	EA	4.81	5.11	9.92	1825.67
3/4" EMT field bend	184	EA		7.02	7.02	1290.98
4" Square box w/cover (ring), support	92	EA	11.99	35.08	47.07	4330.76
#12 THHN wire, copper	4400	LF	0.16	0.51	0.68	2989.44
Fixture whip, (3) #12THHN	70	EA	13.25	17.54	30.79	2155.46
Fixture whip, (4) #12THHN	22	EA	19.97	43.32	63.29	1392.44
Lighting Controls						
Switch, 20 amp 1 pole, w/box, ring, cover	3	EA	37.37	67.12	104.49	313.48
Switch, 20 amp, 3 way, w/box, ring, cover	5	EA	49.12	70.16	119.29	596.43
Switch, 20 amp, 4 way, w/box, ring, cover	1	EA	59.66	73.83	133.50	133.50
Dimmer Switch, LED, w/box, ring, cover	1	EA	226.06	78.66	304.72	304.72
Occupancy Sensor, 1-pole, wall, w/box, ring, cover	1	EA	141.03	67.45	208.48	208.48
Occ Sensor, ceiling, w/box, ring, cover	19	EA	206.87	86.53	293.40	5574.69
Remote power pack	7	EA	48.72	56.13	104.85	733.94
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	600	LF	1.77	4.33	6.10	3657.33
3/4" EMT connector	60	EA	4.81	5.11	9.92	595.33
3/4" EMT field bend	60	EA		7.02	7.02	420.97
4" Square box w/cover (ring), support	30	EA	11.99	35.08	47.07	1412.20
#12 THHN wire, copper	2400	LF	0.16	0.51	0.68	1630.60
Receptacles						
Duplex Receptacle, 20 amp, w/box, ring, cover	46	EA	31.65	67.76	99.41	4572.86
Receptacle Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	1380	LF	1.77	4.33	6.10	8411.86
3/4" EMT connector	92	EA	4.81	5.11	9.92	912.84
3/4" EMT field bend	92	EA		7.02	7.02	645.49
4" Square box w/cover (ring), support	46	EA	11.99	35.08	47.07	2165.38
#12 THHN wire, copper	5520	LF	0.16	0.51	0.68	3750.39
Equipment Connections						
Electric unit heater - Equipment Connection	2	EA	43.65	102.16	145.81	291.62
Exhaust fan - Equipment Connection	2	EA	26.20	102.16	128.36	256.72
Overhead door - Equipment Connection	2	EA	261.92	340.52	602.44	1204.87
Manual Motor Starter - 120V 1-pole	2	EA	140.57	93.99	234.56	469.12
Equipment Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	800	LF	1.77	4.33	6.10	4876.44
3/4" EMT connector	12	EA	4.81	5.11	9.92	119.07
3/4" EMT field bend	12	EA		7.02	7.02	84.19
4" Square box w/cover (ring), support	6	EA	11.99	35.08	47.07	282.44

Lancaster County EMS Headquarters						
Construction Document Estimate						
DESCRIPTION		U/M	MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
#12 THHN wire, copper	3200	LF	0.16	0.51	0.68	2174.14
D53 Communication & Branch Wiring	9168	SF	@	4.42	=	40,499
Fire Alarm System						
Smoke Detector, addressable	6	EA	340.29	93.55	433.84	2603.03
Audio/visual	13	EA	251.84	105.83	357.67	4649.72
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	500	LF	1.77	4.33	6.10	3047.77
3/4" EMT connector	76	EA	4.81	5.11	9.92	754.08
3/4" EMT field bend	76	EA		7.02	7.02	533.23
4" Square box w/cover (ring), support	38	EA	11.99	35.08	47.07	1788.79
#14 THHN, copper	2000	LF	0.12	0.43	0.55	1105.18
Telecom System						
CAT 6 Jack (label, test)	28	EA	4.81	8.65	13.47	377.03
4 port data plate, plastic	10	EA	4.30	7.78	12.08	120.79
CAT 6 cable, plenum	4200	LF	0.33	0.81	1.14	4773.96
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	50	LF	4.54	5.61	10.16	507.76
1 1/4" EMT elbow	5	EA	6.37	17.54	23.91	119.56
1 1/4" EMT connector	10	EA	17.01	8.01	25.02	250.25
1 1/4" EMT coupling	10	EA	9.07	11.58	20.65	206.46
1 1/4" EMT field bend	10	EA		14.79	14.79	147.92
4 11/16" x 2 1/8"D Square box w/cover (ring), support	5	EA	14.99	35.08	50.07	250.36
1" EMT w/ 11 coup, 2 bends & 2 term. per 100'	50	LF	2.85	4.89	7.74	386.81
1" EMT connector	10	EA	6.87	6.26	13.12	131.22
1" EMT field bend	10	EA		7.72	7.72	77.18
4 11/16" Square box w/cover (ring), support	5	EA	14.99	35.08	50.07	250.36
TV System						
F connector w/plate	5	EA	29.35	24.52	53.87	269.37
RG 6 cable, plenum	750	LF	1.41	0.70	2.11	1583.06
CAT 6 Jack (label, test)	2	EA	4.81	8.65	13.47	26.93
4 port data plate, plastic	2	EA	4.30	7.78	12.08	24.16
CAT 6 cable, plenum	300	LF	0.33	0.81	1.14	341.00
1 1/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	50	LF	4.54	5.61	10.16	507.76
1 1/4" EMT elbow	7	EA	6.37	17.54	23.91	167.38
1 1/4" EMT connector	14	EA	17.01	8.01	25.02	350.34
1 1/4" EMT coupling	14	EA	9.07	11.58	20.65	289.05
1 1/4" EMT field bend	14	EA		14.79	14.79	207.09
4 11/16" x 2 1/8"D Square box w/cover (ring), support	7	EA	14.99	35.08	50.07	350.50
Security System						

LCo1 Lancaster County EMS Headquarters							
Construction Document Estimate							
DESCRIPTION		U/M		MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Camera		2	EA	1511.06	292.34	1803.40	3606.81
Card Reader		3	EA	1499.07	584.68	2083.75	6251.25
Electric Door Latch		3	EA	509.68	97.06	606.74	1820.22
Request -to-Exit switch		5	EA	175.39	108.75	284.14	1420.71
Door switch - Magnetic		5	EA	131.59	108.75	240.34	1201.70
F10/20 Special Const. & Demolition		9168	SF	@	2.41	=	22,130
Plumbing Demolition							
Misc. Plumbing Demolition		9,168	SF		0.23	0.23	2,100
Remove Water Closet, Flr Mtd		2	EA		97.36	97.36	195
Remove Gas Lines		1	LS			2021.03	2,021
Remove Compressed Air Lines		1	LS			1310.94	1,311
HVAC Demolition							
Remove Rooftop Units		3	EA		2176.27	2176.27	6,529
Demo HVAC Ductwork		300	LF		3.48	3.48	1,045
Electrical Demolition							
Electrical Demolition		1	LS		8419.42	8419.42	8419.42
Hauling							
Machine Load & Haul Construction Debris, 5-mile		12	CY		16.15	16.15	194
Dump Charges, Building Construction Materials		4	Ton		83.27	83.27	316
G10-90 Site		9168	SF	@	0.12	=	1,088
Site Electric							
4"x4" weatherproof box		2	EA	52.47	35.08	87.55	175.10
#12 THHN wire, copper		400	LF	0.16	0.51	0.68	271.77
#10 THHN wire, copper		800	LF	0.24	0.56	0.80	640.92
PROJECT SUBTOTAL =====>							\$ 1,727,940

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

The pro Forma for Capital Project Sales Tax (CPST) #3 has been questioned.

Points to Consider:

The current Pro Forma will be updated before the Capital Project Sales Tax Committee begins deliberations. The current version shows collections through the second quarter of 2019 (collection date 07-19).

Subsequent to that report we have received two more quarterly collections. \$2,853,530 was received in October 2019 and \$2,770,064 was received in January 2020.

Funding and Liability Factors:

The current Pro Forma forecasts collections of \$2,240,000 in the out years. In addition, the Pro Forma for CPST 3 uses the same forecast of \$2,240,000 for the quarterly collections.

The average collection for the first 14 quarters of the current CPST is \$2,192,622.

Admittedly the most recent 4 quarters have shown an increase but that is too small a sample to determine we have a new trend. Even if you include these last 4 quarters in the average, that comes to \$2,298,383 for 18 quarters.

Council Options:

This is for discussion and information only. We are guided by our Bond Counsel and Economic Advisor on these matters.

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
CPST 2 Pro Forma	2/17/2020	Exhibit

Sales Tax #2 - Referendum General Obligation Bonds, Series 2015A

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Period	Collection Date	Collection Amount**	Cumulative Collections	Principal Amount	Interest Amount	Bid Premium	PAYGO Amounts	Total Expense	Sinking Fund Balance	Annual D/S Amounts	Parity Test
Impositon	07/01/15										
1*	10/28/15	\$2,043,951	\$2,043,951		\$145,255	(\$145,255)		\$0	\$662,803		
2*	02/02/16	\$2,112,505	\$4,156,456		\$396,150	(\$396,150)		\$0	\$2,706,754		
3*	04/25/16	\$2,300,883	\$6,457,339					\$0	\$4,819,259		
4*	07/26/16	\$2,469,533	\$8,926,872		\$396,150	(\$396,150)	\$9,575,000	\$9,575,000	\$7,120,142		
5*	10/28/16	\$1,941,062	\$10,867,935					\$0	\$14,676	\$0	\$14,676
6*	01/26/17	\$2,293,936	\$13,161,871	\$100,000	\$396,150	(\$496,150)		\$0	\$1,955,738		
7*	04/21/17	\$2,195,645	\$15,357,516					\$0	\$4,249,674		
8*	07/05/17	\$2,160,413	\$17,517,929		\$393,650	(\$393,650)	\$5,325,000	\$5,325,000	\$6,445,319		
9*	10/20/17	\$2,152,642	\$19,670,570					\$0	\$3,280,732	\$3,271,171	\$9,561
10*	01/29/18	\$2,245,392	\$21,915,962	\$2,975,000	\$393,650	(\$416,754)		\$2,951,896	\$5,433,373		
11*	04/06/18	\$2,026,679	\$23,942,641					\$0	\$4,726,870		
12*	07/05/18	\$2,171,706	\$26,114,347		\$319,275		\$4,900,000	\$5,219,275	\$6,753,548	\$3,690,300	\$15,679
13*	10/15/18	\$2,289,967	\$28,404,314		\$319,275			\$0	\$3,705,979		
14*	01/23/19	\$2,292,395	\$30,696,708	\$3,130,000				\$0	\$5,995,946		
15*	04/15/19	\$2,552,224	\$33,248,932		\$241,025		\$5,400,000	\$3,449,275	\$4,839,065		
16*	07/15/19	\$2,498,372	\$35,747,304		\$241,025			\$0	\$7,391,289		
17	10/15/19	\$2,240,000	\$37,987,304					\$5,641,025	\$4,248,636	\$3,686,650	\$561,986
18	01/15/20	\$2,240,000	\$40,227,304	\$3,270,000	\$241,025			\$0	\$6,488,636		
19	04/15/20	\$2,240,000	\$42,467,304					\$3,511,025	\$5,217,611		
20	07/15/20	\$2,240,000	\$44,707,304		\$175,625		\$5,400,000	\$5,575,625	\$7,457,611	\$3,690,625	\$431,361
21	10/15/20	\$2,240,000	\$46,947,304		\$175,625			\$0	\$4,121,986		
22	01/15/21	\$2,240,000	\$49,187,304	\$3,425,000				\$3,600,625	\$6,361,986		
23	04/15/21	\$2,240,000	\$51,427,304					\$0	\$5,001,361		
24	07/15/21	\$2,240,000	\$53,667,304		\$90,000		\$5,400,000	\$5,490,000	\$7,241,361	\$3,690,000	\$301,361
25	10/15/21	\$2,240,000	\$55,907,304					\$0	\$3,991,361		
26	01/15/22	\$2,240,000	\$58,147,304	\$3,600,000	\$90,000			\$3,690,000	\$6,231,361		
27	04/15/22	\$2,240,000	\$60,387,304					\$0	\$4,781,361		
28	07/15/22	\$2,240,000	\$62,627,304				\$9,002,989	\$9,002,989	\$7,021,361		
Totals:	---	\$62,627,304	---	\$16,500,000	\$3,772,855	(\$2,244,109)	\$45,002,989	\$63,031,735	---	---	---

* Actual Collection Amount from Lancaster County.

** Term of 7 Years. Voted on November 4, 2014.

Agenda Item Summary

Ordinance # / Resolution #: n/a

Contact Person / Sponsor: Alison Alexander/Deputy County Administrator

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

As staff worked with the Catawba Council of Government on the 2019 Impact Fee Study, it became apparent that we need to do significant revisions and additional legal review prior to implementation. Staff contacted a consulting firm, Tischler-Bise, which has performed Impact Fee Studies in multiple South Carolina jurisdictions. The consultant has reviewed the 2019 study, and concurs with the assessment of staff and legal counsel.

To accomplish this reboot, staff and the firm would like to schedule a workshop with Council to establish the methodology and service area considerations of the new study.

In consultation with the consultant, we can have an Impact Fee Study presented to Council in September 2020.

Concurrently, staff is developing a new CIP based on a facility needs assessment as well as updated equipment costs, which will be coordinated with a new Impact Fee Study CIP.

Points to Consider:

We believe this is the best course forward to meet Council's interest in having a comprehensive impact fee to review.

Funding and Liability Factors:

If Council is accepting of this timeline, staff has identified funding within the current budget. This is possible due to the cost savings in the funds allocated for the Comprehensive Plan update.

Council Options:

n/a

Recommendation:

No formal action is necessary, but staff requests a Council acknowledgement of the proposed timeline. Council will be updated as milestones are met.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2019-1626 - HELD

Contact Person / Sponsor: Jamie Gilbert/Economic Development

Department: Economic Development

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Project Dumping is a well respected corporation that is seeking to invest and create new jobs in Lancaster County. The project is expected to invest \$20,000,000 and create 200 new jobs over five years. The project has looked at locations in Lancaster County, the Charlotte Region and throughout the United States. The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce (SCDOC) have worked with Project Dumping to secure the project in Lancaster County. LCDED has assisted the project with site selection, incentives, transportation issues and other related items.

Three inducement resolutions were passed by County Council on August 27, 2018, November 26, 2018 and April 8, 2019 reflecting the county's commitment to provide property tax and infrastructure incentives for Project Dumping. The following are the recommended incentives for the project:

- 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 ten year investment period.
- A 15 Year Special Source Revenue Credit (SSRC) of 70% for the first six years that the property is placed in service during the investment period, 65% for years seven through eleven, and 60% for years twelve through fifteen.
- A ten-year extension of the term for an existing FILOT agreement between Lancaster County and the company.
- Securing of funds through one or more sources including but not limited to grants, utility tax credits, enhanced property tax credits and general appropriations to assist with the construction of all road improvements required for approval of Project Dumping.
- Reimbursement to the company for road improvement costs the company incurs, up to \$194,500.

Points to Consider:

- Project Dumping will result in a large number of new jobs and substantial investment coming to Lancaster County.
- The company is well respected and a leader in their industry.
- The road improvements will be beneficial to both businesses and residents in the area in which the project is located.
- The direct cost to the County of the road improvements is less than what was initially projected at the time the resolutions were approved.

Funding and Liability Factors:

The only direct funding/liability factors for Lancaster County are associated with the county road improvements. The following outlines the potential funding/liability factors for the County.

- The road improvement costs are estimated to be \$1,195,5000
- LCDED has secured \$350,000 in grant funding from Comporium, South Carolina Department of Commerce and Duke Energy for the road improvements.

- The County has applied to the U.S. Economic Development Administration (EDA) for a grant. If approved the grant could fund up to \$724,400 of the county road improvement costs.
- If the EDA grant is awarded, the balance of the road improvement costs will be approximately \$121,100 which would be paid by County.
- If the EDA grant is not awarded, the County will seek other grants to offset the costs. In the event no other grants are available, the County will provide the balance of the \$845,500 in county road improvement costs.

Council Options:

County Council can approve, deny or table for additional changes, the Project Dumping Incentive Ordinance and Agreement.

Recommendation:

LCDED recommends the County Council approve the Project Dumping Incentive Ordinance and Agreement.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis/Administration, Jeff Catoe/Public Works Director, Alan Williams/Animal Shelter Director

Department: Administration

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

2019 Annual report from the Animal Shelter.

Points to Consider:

The overall euthanasia rate for the Animal Shelter in 2019 was 9.9%. It was 9.4% for dogs and 11% for cats.

This is a result of two main trends:

1. Working with rescue groups. We have to move large numbers of animals and working with the rescue groups is the key here.
2. Trap/ Neuter/ Return for cats is showing good results. We anticipate seeing a reduction in the feral cat population as the number of sterilized cats increases.

We should see even more of a decrease in euthanasia once we are in the new facility. We can sterilize all animals and we will be able to more easily get health screenings/ certificates needed for the rescue groups.

Funding and Liability Factors:

Continued funding of T/N/R and bringing a Veterinarian on staff part-time (per procedure basis. This will be in the budget.

Council Options:

This is information only.

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
2019 Report	2/12/2020	Exhibit



Lancaster County Animal Shelter

Yearly Report

Month: Jan-Dec 2019

Revenue:

Intake: **Total** **Dogs** **Cats** **Other**

ACO Pick up:	868	680	150	38
Owner Surrender:	450	329	114	7
Citizen Drop Off:	1125	300	823	2

Total intake: **2443** **1309** **1087** **47**

Outcome: **Total** **Dogs** **Cats** **Other**

Returned to Owner:	307	275	27	5
Adopted:	542	178	352	12
Transferred:	940	641	297	2
Returned to Field:	359	36	323	
Euthanized:	244	124	120	
Died/DOA	20	12	6	2
Escaped:				
Requested Euthanasia:	62	54	8	
Euthanasia %	9.9	9.4	11	

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Rox Burhans/Development Services Director

Department: Planning

Date Requested to be on Agenda: 2/24/2020

Issue for Consideration:

Staff will brief the County Council on an upcoming comprehensive update to the Unified Development Ordinance (UDO).

Points to Consider:

Funding and Liability Factors:

General funds will be used to pay for consulting services associated with the update project.

Council Options:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Summary Memo	2/18/2020	Ordinance



DATE: 2/18/2020

TO: COUNTY COUNCIL

FROM: ROX BURHANS, DEVELOPMENT SERVICES DIRECTOR

RE: PROPOSED STRATEGIC UPDATE TO UNIFIED DEVELOPMENT ORDINANCE

At the February 24, 2020 County Council meeting, Planning staff will brief the Council on an upcoming strategic update to the Unified Development Ordinance (UDO). The proposed update is intended to address the immediate issues with the UDO and will not be a comprehensive rewrite of the ordinance. Staff intends to use consultant resources to facilitate the proposed update.

Please feel free to contact me at 416-9422 should you have any questions.