

# Lancaster County Council Regular Meeting Agenda

Monday, August 8, 2016

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

1. **Call to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Brian Carnes**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special presentations**
  - a. Kasie Faulkenbery, Miss Teen Lancaster - Timothy Griffin presenting
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**
  - a. Minutes of the July 18, 2016 Council Meeting – pgs.5-11
  - b. **2nd Reading of Ordinance 2016-1403 regarding a Moratorium**

Ordinance Title: An Ordinance to impose a Moratorium on the acceptance and processing of applications for district boundary amendments to the Unified Development Ordinance of Lancaster County in the area of the county north of Highway 5. *(Favorable recommendation – I&R Committee and Planning Commission) Passed 1<sup>st</sup> Reading July 18, 2016 7-0. John Weaver and Penelope Karagounis – pgs. 12-15*
8. **Non-Consent Agenda**
  - a. Correction of the Minutes of the June 27, 2016 Meeting. – Chairman Bob Bundy pgs. 16-26
  - b. **Resolution 0927-R2016 Resolution Amending the Motor Vehicle Use and Operation Policy**

Resolution Title: A Resolution amending the motor vehicle use and operation policy – as adopted by Resolution 562 and amended by Resolutions 705,792, and 0862-R2015. *(Favorable – Administration Committee) Steve Willis – pgs. 27-29*

c. **Public Hearing and 2nd Reading of Ordinance 2016-1402 regarding a Local Hospitality Tax**

Ordinance Title: An Ordinance to establish a local hospitality tax to apply to all establishments which sell prepared meals and beverages located in the unincorporated areas of the Lancaster County. *Council passed 5-2 at the June 13, 2016 meeting. Jack Estridge and Bob Bundy opposed. Steve Willis and Hal Hiott – pgs. 30-53*

d. **1st Reading of Ordinance 2016-1405 Fee Agreement by and among Lancaster County, (Red Ventures) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC**

Ordinance Title: An Ordinance to authorize the execution and delivery of a Fee Agreement by and among Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, providing for the payment of a fee-in-lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. *(Favorable – Administration Committee) John Weaver – pgs. 54-86*

e. **1st Reading of Ordinance 2016-1406 removal of property from the Chester County Multi-County Park Agreement**

Ordinance Title: An Ordinance to authorize and approve the removal of property from the Agreement for the Development of a Joint Industrial and Business Park by and between Lancaster County, South Carolina and Chester County, South Carolina, dated December 5, 2005; and to provide for other matters related thereto. *(Favorable – Administration Committee) John Weaver – pgs. 87-91*

f. **1st Reading of Ordinance 2016-1407 add property to the Multi-County Park Agreement for Chesterfield County**

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through January 11, 2016, so as to add to the agreement properties located in Lancaster County (Project Streetcar); and to provide for other matters related thereto. *(Favorable – Administration Committee) John Weaver – pgs. 92-95*

g. **1st Reading of Ordinance 2016-1410 rezoning of property of Sergey V. Kalashnick, 4309 Great Falls Highway to B-2 Community Business District**

Ordinance Title: An ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property owned by Sergey V. Kalashnick, located at 4309 Great Falls Highway from R-30, Low Density Residential/Agricultural District to B-2 Community Business District; and to



provide for other matters related thereto. ***Planning Commission approved 7-0. Penelope Karagounis – pgs. 96-104***

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

- a. Justice Assistance Grant (JAC) and public comments. *(Favorable Recommendation – Public Safety Committee) Sheriff Faile – pgs. 105-110*
- b. Motion to Rescind the Motion to Renew Ordinance 2015-1369 (establish the Avondale PDD-27) – Jack Estridge – pgs. 111  
*On June 13, 2016, Council's vote on Ordinance 2015-1369 (PDD-27) had the effect of reactivating this ordinance for Council's subsequent 2<sup>nd</sup> Reading consideration. The motion to rescind will have the effect of stopping any future 2<sup>nd</sup> Reading consideration.*
- c. Motion to Rescind the Motion to Renew Ordinance 2015-1370 (Avondale Development Agreement) – Jack Estridge – pgs. 112  
*On June 13, 2016, Council's vote on Ordinance 2015-1370 (Avondale Development) had the effect of reactivating this ordinance for Council's subsequent 2<sup>nd</sup> Reading consideration. The motion to rescind will have the effect of stopping any future 2<sup>nd</sup> Reading consideration.*
- d. Motion to Rescind the Motion to Rescind Ordinance 2015-1378 (Ansley Park Development Agreement) – Jack Estridge
- e. Motion regarding recording error with Ansley Park Ordinance 650. Jack Estridge – pgs. 113-152
- f. Motion to reconsider the Preliminary Plan of Ansley Park. Jack Estridge – pgs. 153-154

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

- a. Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*
- b. 3rd Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District - *held to redo resolution/ public hearing*
- c. 1<sup>st</sup> Reading of Ordinance 2016-1408 regarding Storm water – *deferred at the July 18, 2016 meeting*
- d. 1<sup>st</sup> Reading of Ordinance 2016-1409 regarding Storm water fees – *deferred at the July 18, 2016 meeting*

## **11. Miscellaneous Reports and Correspondence – pg. 155-157**

- Time Warner Cable

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

**13. Calendar of Events – pg.158**

**14. Executive Session**

- a. *Receipt of legal advice relating to a pending, threatened or potential claim – SC Code §30-4-70(2)*
- b. *Economic Development Matter regarding Project 8 – SC Code §30-4-70(5)*

*Upon returning to open session, action may be taken on the items discussed during executive session.*

**15. Adjournment**

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

*Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastersc.org](http://www.mylancastersc.org)*





*Members of Lancaster County Council*  
*Bob Bundy, District 3, Chairman*  
*Brian Carnes, District 7, Vice Chairman*  
*Steve Harper, District 5, Secretary*  
*Jack Estridge, District 6*  
*Larry Honeycutt, District 4*  
*Larry McCullough, District 1*  
*Charlene McGriff, District 2*

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**Minutes of the Lancaster County Council Regular Meeting**  
101 N. Main Street, Lancaster, SC 29720

Monday, July 18, 2016

Council Members present were Bob Bundy, Larry McCullough, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Veronica Thompson, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

**Call meeting to order**

Chairman Bob Bundy called the meeting of Council to order at 6:30 p.m.

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

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilman Larry Honeycutt led the Pledge of Allegiance to the American Flag and provided the invocation.

**Approval of the agenda**

Larry Honeycutt moved to defer Ordinance 2016-1408 and 2016-1409, the two storm water Ordinances. Seconded by Charlene McGriff. Passed. 7-0.

Mr. Honeycutt noted that there are many issues and questions that are unanswered on the storm water issue. He further stated that the storm water oversight by the county will not become

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effective until 2018. There is sufficient time and the county has sufficient funds to do it right without rushing this through simply to get the necessary funding on the 2016 tax bills.

Jack Estridge requested that he postpone his motion of reconsideration of the Ansley Park Preliminary Plan until August 8. Councilman Bundy noted that he would be happy to postpone that until August 8 agenda.

Steve Willis stated for the record that Council is aware of the timing issues with storm water. He further noted that with the plan we have for DHEC, we are supposed to have staff trained to CPSCI level by June 30, 2017, and we will definitely have to revisit this issue this fiscal year.

Larry Honeycutt moved to approve the agenda as amended. Seconded by Charlene McGriff. Passed 7-0.

### **Special presentations**

#### *Employee of the Quarter*

Bob Bundy presented Jennifer Collins of the Coroner's office with the Employee of the Quarter award.

### **Citizens Comments**

Ben Levine, 5062 Terrier Lane, Indian Land, spoke regarding the rescinding motions of Avondale and distributed the attached schedule A.

J.R. Wilt, 903 Rock Hill Highway, Lancaster, spoke regarding the Avondale and Ansley Park developments.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding the storm water ordinances and Avondale agenda items.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Avondale and distributed comments attached as schedule B.

Phyllis Sklar, 2087 Clover Hill Road, Indian Land, spoke regarding Avondale and distributed comments attached as schedule C.

### **Consent Agenda**

#### **Minutes of the June 27, 2016 Council Meeting**

Larry Honeycutt moved to approve the Consent Agenda Item, Minutes of the June 27, 2016 Council Meeting. Seconded by Charlene McGriff. Passed 7-0.



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## Non-Consent Agenda

### ***Resolution 0926-R2016 approving the acquisition of land for the siting of Public Safety Communications Radio Towers.***

Charlene McGriff moved to approve Resolution 0926-R2016. Seconded by Steve Harper. Passed 7-0.

### ***1<sup>st</sup> Reading of Ordinance 2016-1403 regarding a Moratorium***

Ordinance Title: An Ordinance to impose a Moratorium on the acceptance and processing of applications for district boundary amendments to the Unified Development Ordinance of Lancaster County in the area of the county north of Highway 5.

Charlene McGriff moved to approve 1<sup>st</sup> Reading of Ordinance 2016-1403. Seconded by Larry Honeycutt. Passed 7-0.

Penelope Karagounis gave the following timeline. If Planning Commission hears the matter and forwards to Council without continuing the schedule will be as follows:

- Planning Commission Meeting and Public Hearing on Tuesday, August 23<sup>rd</sup> at 6:30 pm.
- County Council 1<sup>st</sup> reading: Monday, September 12<sup>th</sup> at 6:30 pm.
- County Council 2nd Reading with another Public Hearing: Monday, September 26<sup>th</sup> at 6:30 pm.
- County Council 3<sup>rd</sup> Reading: Monday, October 10<sup>th</sup> at 6:30 pm.

If Planning Commission *continues* the matter, the schedule will be as follows:

- Planning Commission Meeting on Tuesday, September 20<sup>th</sup> at 6:30 pm.
- County Council 1<sup>st</sup> reading: Monday, September 26<sup>th</sup> at 6:30 pm.
- County Council 2<sup>nd</sup> Reading with a Public Hearing: Monday, October 10<sup>th</sup> at 6:30 pm.
- County Council 3<sup>rd</sup> Reading: Monday, October 24<sup>th</sup> at 6:30 pm.

Ms. Karagounis further noted that the dates for Council are tentative under both timeline scenarios since Council has the authority to defer or table. In addition, Ms. Karagounis stated that if the ordinance is not approved by December 31, 2016, Ordinance Readings would need to start over in January.

### **Public Hearing {There were 52 people in the audience during the public hearing portion of the meeting}**

### ***Local Hospitality Tax – (Ordinance 2016-1402)***

Steve Willis noted for the record that this was already advertised for a public hearing on July 18, 2016. However, we will have 2<sup>nd</sup> Reading on August 8, 2016 with another opportunity for a public hearing.



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Chairman Bundy opened the floor to receive public comments regarding the Local Hospitality Tax.

Ben Levine, 5062 Terrier Lane, Indian Land, requested that Council not enforce this tax at this time and noted that it was premature to impose the tax before necessary.

Phyllis Sklar, 2087 Clover Hill Road, Indian Land, stated that Indian Land has a large community of seniors that would be adversely affected by this tax.

Gary Holland, 8728 Collins Road, Indian Land, spoke about how this tax would adversely affect the small merchants in Indian Land.

*Walnut Creek – (0923-R2016). Note: This Resolution requires a Public Hearing only. Resolution 0923-R2016 passed unanimously on June 13, 2016.*

Chairman Bundy opened the floor to receive public comments regarding Walnut Creek.

There were no citizens that spoke during the public hearing.

#### **Discussion / Action Items**

***Motion to Rescind the Motion to Rescind Ordinance 2015-1386. (rezoning several parcels on Harrisburg Road) {2<sup>nd</sup> Reading failed by 3-4 vote on 1/11/16. Motion to Rescind passed 4-3 on 6/13/16}***

Jack Estridge moved to rescind the approved rescission (2015-1386) on June 13 by a vote of 4 to 3. Seconded by Larry McCullough. Passed 4-3. Charlene McGriff, Steve Harper and Larry Honeycutt opposed.

Councilman Estridge read his reasons for his motion as follows:

*“The motion was improper and absurd. Improper because it violated Robert’s Rules of Order, Chapter III, Section 6, page 78, line 15, which I am reading from the book “ the motion to Rescind or to Amend something previously adopted can be applied only to a motion on which the vote was affirmative.” Absurd because you can only rescind something that was adopted or that was passed. Mr. Weaver’s idea that this Ordinance was denied in January and it takes a motion to rescind to change a negative is absurd. The action in June violated UDO Section 18.2.2 – where a 12-month wait period is required for denied rezoning applications. The notice of intent given by Ms. McGriff was amended and should have required a two-third (2/3) majority to pass. Per Robert’s Rules Section 35, page 306, line 16. According to Roberts Rules, the June 13 motion to rescind was out of order, if action has been taken as a result of the January vote a motion to rescind is out of order. I believe failure to address this breach of Council’s adopted procedures would be grounds for litigation for which as a member of Council, I have standing. Please follow the Council’s Parliamentary Procedures protected by UDO Section 2-50 and rescind the action of June 13.”*



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Charlene McGriff asked if John Weaver could explain where we are at with this item with the passage of this motion.

Mr. Weaver explained the rezoning of 2015-1386 has failed.

***Motion to Rescind the Motion to Renew Ordinance 2015-1369 (establish the Avondale PDD-27) {1<sup>st</sup> Reading passed 6-1 on 12/14/15; 2<sup>nd</sup> Reading never acted upon on 1/11/16; Motion to Renew Ordinance 2015-1369 passed 6-1 on June 13, 2016}***

Jack Estridge moved to rescind the approved Renewal of Ordinance 2015-1369 on June 13, by a vote of 6-1. Seconded by Larry McCullough.

Councilman Estridge read his reasons for his motion as follows:

*“The motion was improper and absurd. Improper because it violated Robert’s Rules of Order, Chapter Ten, Section 38, page 336, line 2 which is exactly the way it says in the book, “If a Motion is made and disposed of without being adopted” because you can only renew a motion that was made. Mr. Weaver’s idea that you can make a motion to renew an Ordinance cannot be found in Robert’s Rules of Order and such an attempt to use this process to force this issue is absurd. The minutes from the January 11 meeting and Mr. Weaver admits there was no motion made. He stated in his June 13 summary, the passage of a motion to rescind 1369 or 1370 would have the effect of cancelling Council’s 1<sup>st</sup> Reading passage of both ordinances, because there was no action taken by Council during the 2<sup>nd</sup> Reading. I failed because of a lack of a motion, there was no motion. I have searched the table of contents and Index and the word ordinance is not used in Roberts Rules of Order, not in the index, nowhere.”*

Steve Harper moved to defer until the August 8, 2016 meeting. Seconded by Charlene McGriff. Passed 4-3. Jack Estridge, Brian Carnes and Larry McCullough opposed.

***Motion to Rescind the Motion to Renew Ordinance 2015-1370 (Avondale Development Agreement) {1<sup>st</sup> Reading passed 7-0 on 12/14/15; 2<sup>nd</sup> Reading never acted upon on 1/11/16; Motion to Renew Ordinance 2015-1370 passed 6-1 on 6/13/16}***

Jack Estridge moved to rescind the Renewal of Ordinance 2015-1370 on June 13 by a vote of 6-1. Seconded by Larry McCullough.

*“The motion was improper and absurd. Improper because it violated Roberts Rules of Order, Chapter 10, Section 38, page 336, line 2. That section talks about motions, “A motion is made and disposed of without being adopted....” It’s absurd because you can only renew a motion that was made. Mr. Weaver’s idea that you can make a motion to renew an Ordinance cannot be found in Robert’s Rules of Order and such an attempt to use this process to force the issue is absurd. The minutes from the January 11 meeting and Mr. Weaver admitted there was no motion made. He stated in his June 13 summary – the passage of a motion to rescind either 1369 or*



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*1370 would have the effect of cancelling Council's 1<sup>st</sup> Reading passage of both ordinances, because there was no action taken by Council during the 2<sup>nd</sup> Reading. Therefore, a motion to renew Ordinance 1370 is out of order. I have searched the table of contents and the index and the word "ordinance" is nowhere in this book, so this book don't control ordinances, it controls the motions, the ability to rescind or renew a motions. Again you can't renew a motion that never was made before us."*

Steve Harper moved to defer until the August 8, 2016 meeting. Seconded by Charlene McGriff. Passed 4-3. Brian Carnes, Larry McCullough and Jack Estridge opposed.

***Community Oriented Policing (COPS) Grant - budgeted through grants match fund.***

Steve Willis discussed the COPS Grant application and distributed the attached schedule D.

Larry McCullough moved to approve the Community Oriented Policing (COPS) Grant budgeted through the grants match fund. Seconded by Larry Honeycutt. Passed 7-0.

***Board and Commissions***

***County Transportation Commission (CTC) member nomination***

Jack Estridge moved to nominate Mr. Leonard Sims to the County Transportation Commission (CTC). Seconded by Larry McCullough. Passed 7-0.

This nomination will be sent to the Delegation for consideration of appointment.

***Board Vacancies***

The Clerk to Council explained that the board vacancies listed in the agenda package is for information only.

***Pleasant Valley Fire Fee District Board member appointment***

Brian Carnes moved to approve Robert Luley, Jr., to the Pleasant Valley Fire Fee District Board for a first term expiring June 30, 2019. Seconded by Larry McCullough. Passed 7-0.

**Executive Session**

Larry Honeycutt moved to go into Executive Session to hear a legal briefing regarding a potential litigation matter, an Economic Development matter regarding Project 9, discussions incident to a proposed contractual arrangement and a personnel matter. Seconded by Charlene McGriff. Passed 7-0.

Larry Honeycutt moved to come out of Executive Session. Seconded by Jack Estridge. Passed 7-0.



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John Weaver stated that during the course of Executive Session Council discussed a legal briefing regarding a potential litigation matter, an Economic Development matter regarding Project 9, discussions incident to a proposed contractual arrangement and a personnel matter where there were no votes taken and no motions made.

Upon returning to open session, the following actions were taken on items discussed during Executive Session:

*Regarding the Economic Development matter:*

Larry McCullough moved that the Economic Development Director proceed in conjunction with the County Attorney as discussed in Executive Session. Seconded by Charlene McGriff. Passed 7-0.

*Regarding the litigation matter:*

Larry McCullough moved for the County Attorney to proceed as discussed in Executive Session. Seconded Larry Honeycutt. Passed 7-0.

### **Adjournment**

Councilman Larry Honeycutt moved to adjourn. Seconded by Councilwoman Charlene McGriff. Passed 7-0.


Respectfully Submitted:                      Approved by Council August 8, 2016

Debbie C. Hardin  
Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary



**Memo**

**To:** Steve Willis, Lancaster County Administrator  
**From:** Penelope G. Karagounis, Lancaster County Planning Director   
**Date:** Monday, July 25, 2016  
**Re:** New Moratorium Recommendation from Planning Commission

**Message:**

On Tuesday, July 19, 2016, the Lancaster County Planning Commission held their public hearing for Moratorium Ordinance Number 2016-1403. This was a consideration to enact an ordinance that would create a new Moratorium for processing applications for district boundary amendments in Lancaster County, north of Highway 5 to the state line. The Planning Commission made a recommendation to approve the moratorium request until December 31, 2016 or sooner if the UDO rewrite becomes adopted before December 31<sup>st</sup> by a vote of (7-0).

Thank you.



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STATE OF SOUTH CAROLINA       )  
  )  
COUNTY OF LANCASTER        )

ORDINANCE NO.2016-1403

**AN ORDINANCE**

**TO IMPOSE A MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR DISTRICT BOUNDARY AMENDMENTS TO THE UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY IN THE AREA OF THE COUNTY NORTH OF HIGHWAY 5**

**WHEREAS**, on July 13, 2015, Council passed Ordinance 2015-1351, local legislation that established a moratorium on district boundary amendments in the area of the county north of Highway 5; and

**WHEREAS**, the purpose of Ordinance 2015-1351 was to allow Lancaster County to develop a new Unified Development Ordinance and Zoning Map to implement the Comprehensive Plan Guiding Principles, Plan Implementation and provide recommendations as to the appropriate land use, zoning district designations and development regulations for all properties; and

**WHEREAS**, notwithstanding diligent efforts by Lancaster County staff in meeting their responsibilities associated with the development of the new Unified Development Ordinance (UDO), the project has proven to be more complex and time consuming than originally contemplated and will require additional time to prepare the new UDO and Zoning Map necessary to adequately manage growth in both the urban and rural areas in Lancaster County, and

**WHEREAS**, in order to accomplish the stated goal of an updated Unified Development Ordinance with the development of new zoning district designations and development regulations, Council deems it necessary and appropriate to impose and extend the Moratorium, effective Friday, September 1, 2016, on the County's acceptance and processing of applications for district boundary amendments to the UDO for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then preceding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period not to exceed four (4) months so as to preserve the status quo until the Planning Commission and Planning Department staff have completed their work and come forward with the recommendations called for in this ordinance.



**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:

1a. **New UDO and Zoning Map Initiated Provision for Recommendations.** The Lancaster County Planning Commission and Planning Department staff shall review and consider a new UDO and Zoning Map and make recommendations to County Council for new zoning district designations, development regulations and appropriate zoning necessary to adequately manage growth throughout the County.

1b. **Four (4) Month Moratorium Adopted.** Effective September 1, 2016, no applications for district boundary map amendments to the UDO shall be accepted and processed by the Planning Department staff for **all real properties located in Lancaster County north of the following boundary: from a point at the western boundary with York County along Highway 5 until its intersection with Highway 521, then proceeding in a northeastern direction along Old Church Road until its intersection with the Union County, NC state line, then further northward to the North Carolina state line** for a period of four (4) months (the "Moratorium") beginning September 1, 2016 as the effective date and not later than December 31, 2016 as the end date. The Moratorium is imposed in order to allow the Lancaster County Planning Commission and Planning Department staff time to conduct the work specified in Section 1a. above. The Moratorium shall not affect development in progress that has already received approval from County Council and shall not affect rezoning applications and development agreements that were submitted to the Planning Department as of Second Reading of Ordinance 2015-1351, that date being June 22, 2015. In the event of a natural disaster, the County Administrator may suspend the Moratorium to the extent necessary to protect and preserve the public health, safety and general welfare.

1c. **Termination of Moratorium.** As noted above, this moratorium shall not extend beyond December 31, 2016. However, in anticipation of the new UDO possibly being reviewed and recommended by the Planning Commission and, thereafter, being reviewed and passed by County Council, it is to be understood and is ordained that should passage of the UDO occur prior to December 31, 2016 then, in that event, the present Uniform Development Ordinance and Zoning Map under which Lancaster County now operates shall be automatically and simultaneously deemed to be voided and rescinded without the necessity of further action of Council.

2. **Severability:** If a Section, Sub-section, or part of the Ordinance shall be deemed or found to conflict with a provision of South Carolina law, or other pre-emptive legal principle, then that Section, Sub-section, or part of the Ordinance shall be deemed ineffective, but the remaining parts of this Ordinance shall remain in full force and effect.

3. **Conflict with Preceding Ordinances:** If a Section, Sub-section or provision of this Ordinance shall conflict with the provisions of a Section, Sub-section or part of a preceding Ordinance of Lancaster County, then the preceding Section, Sub-section, or part shall be deemed repealed and no longer in effect.



4. **Effective Date:** This Ordinance shall become effective on Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	July 18, 2016	Passed 7-0
Second Reading:	August 8, 2016	Tentative
Third Reading:	August 22, 2016	Tentative



*Members of Lancaster County Council*

*Bob Bundy, District 3, Chairman*  
*Brian Carnes, District 7, Vice Chairman*  
*Steve Harper, District 5, Secretary*  
*Jack Estridge, District 6*  
*Larry Honeycutt, District 4*  
*Larry McCullough, District 1*  
*Charlene McGriff, District 2*

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

101 N. Main Street, Lancaster, SC 29720

Monday, June 27, 2016

Council Members present were Bob Bundy, Larry McCullough, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Veronica Thompson, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

**Call meeting to order**

Chairman Bob Bundy called the meeting of Council to order at 6:30 p.m.

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

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilman Larry McCullough led the Pledge of Allegiance to the American Flag and provided the invocation.

**Approval of the agenda**

Larry Honeycutt moved to approve the agenda as written. Seconded by Charlene McGriff. Passed 7-0.



### **Learning Lancaster Graduation**

The Clerk to Council explained that Learning Lancaster was a free 9-week civics course offered to the citizens of Lancaster County. Some of the topics were Form of Government, County Budget, Taxes, Growth, Law Enforcement and Public Safety Communications, Fire Service, Emergency Management, EMS, Clerk of Court, Solicitor, Public Defender, Roads and Bridges, CTC, Solid Waste Recycling, Fleet Operations, Coroner, Airport, Library and Veterans Affairs. Twenty-four people participated and completed the course.

### **Special presentations**

Chairman Bob Bundy and Hal Hiott, Recreation Director, recognized Mr. Booby Olsen with a metal Thumbs Up award for a job well done with the Eagle Scouts project at the Buford Battleground.

Sheriff Faile presented Deputy Back with the Lifesaving Award for pulling a man out of a burning vehicle.

### **Citizens Comments**

#### ***The following citizens spoke regarding the Animal Shelter***

Wanda Johnson, 1098 Honeycomb Drive, Lancaster  
Mary Reimers, 2007 Green Peach Road, Lancaster  
Doris Macomson, 718 Will Jones Circle, Catawba  
Sarge Douglas, 2306 Ebenezer Road, Rock Hill (comments attached as schedule A)  
Meta Wasson, 9823 Black Horse Run, Indian Land  
Janine Gross, 15155 Legend Oaks Court, Indian Land

#### ***The following citizens spoke regarding the Ansley Park (PDD 21)***

Gary Holland, 8728 Collins Road, Indian Land (comments attached as schedule B)  
Melvin Stroble, 1203 E. Arrow Lake Road, Indian Land  
Jane Tanner, 7041 Whittingham Drive, Indian Land (comments attached as schedule C)  
Wanda Rosa, 86614 Arrington Road, Lancaster  
Phyllis Skylar, 2087 Clover Hill Road, Indian Land (comments attached as schedule D)  
Lynn Jakub, 1106 Tanner Crossing Lane, Indian Land  
Waylon Wilson, 15117 Legend Oaks Court, Indian Land

#### ***The following citizens spoke regarding other topics:***

Wanda Rosa, 86614 Arrington Road, Lancaster, spoke regarding Avondale Development.

Kristen Blanchard, 704 Mayfield Court, Fort Mill, SC 29715, spoke on behalf of the Chamber of Commerce regarding the hospitality tax.

### **Consent Agenda**

Larry Honeycutt moved to approve the Consent Agenda items a, b, c, d, and e. Seconded by Charlene McGriff. Passed 7-0.

- a. Minutes of the June 13, 2016 Council Meeting
- b. 3rd Reading of Ordinance 2016-1400 regarding adoption of 2015 Building Codes
- c. 3rd Reading of Ordinance 2016-1396 – Transfer of 10 acres located in the 600 block of Marion Street to the Town of Kershaw
- d. 3rd Reading of Ordinance 2016-1397 – Transfer of approximately 00.42 acres of land to the Lancaster County School District
- e. 3rd Reading of Ordinance 2016-1401 Procurement Code

### **Non-Consent Agenda**

**Resolution 0924-R2016** – A Resolution approving the lease of the land from Duke Energy for additional amenities at the Springs Park Boat landing.

Charlene McGriff moved to approve Resolution 0924-R2016. Seconded by Brian Carnes. Passed 7-0

### **3<sup>rd</sup> Reading of Ordinance 2016-1398 regarding the FY2016-2017 Budget**

Ordinance Title: An Ordinance to appropriate funds and approve a detailed budget for Lancaster County for the fiscal year beginning July 1, 2016 and ending June 30, 2017 (FY 2016-17); to set millage rates for the levy of ad valorem taxes; to approve a schedule of taxes, fees and charges for FY 2016-17; and to provide for matters related thereto.

Kimberly Hill discussed the changes to the 3<sup>rd</sup> Reading Ordinance as recommended by the Administration Committee in the table as follows:

Fund	Change	Additional Funds
General Fund	EMS 8 sinkhole will need to be taken care of. Recommend funding through fund balance.	\$350,000
	The library received additional lottery money. It has also received an additional allocation from the state for next	\$69,095



	year (about \$20,000) above prior years.  We will not have all expenses complete on the convenience site by June 30. We will have to move that money forward to complete.	\$334,135
Capital Projects Sales Tax 1	Currently only Tax 2 is on the ordinance. The Clerk of Court will be unable to procure all the Courthouse money by the end of the Fiscal Year and the remaining amount will need to be carried forward.	\$2,076,679
Debt Service	We have updated debt service numbers and a final millage rate.	-\$29,950
CTC	Additional revenue from the state	\$950,000

Ms. Hill also noted that the Solicitor, Public Defender and Soil and Water have also asked for staff salary increases totaling \$28,823, which would affect the General Fund. The Administration Committee made no recommendation regarding this increase.

Brian Carnes moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1398. Seconded by Charlene McGriff.

Larry Honeycutt moved to amend Ordinance 2016-1398 to include the recommended items included in the table. Seconded by Charlene McGriff. Passed 7-0.

Larry Honeycutt moved to amend Ordinance 2016-1398 approving the allocation for staff salary increases to the Solicitor, Public Defender and Soil and Water totaling \$28,823. Seconded by Charlene McGriff. Passed 7-0.

Council voted on the main motion to approve 3<sup>rd</sup> Reading of Ordinance 2016-1398 as amended. Passed 7-0.

**3<sup>rd</sup> Reading of Ordinance 2016-1399 regarding an amendment to the Financial Policy to reflect new fund balance limits**

Ordinance Title: An Ordinance to amend Article 6 Budget Reserves, Sections 6.101 and 6.102 of the Financial Policies and Procedures for the county, relating to fund balances, so as to update the section to reflect new standards promulgated by the Government Finance Officers Association.

Brian Carnes moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1399. Seconded by Charlene McGriff. Passed 7-0.

## **Discussion and Action Items**

### ***Discussion regarding Ordinance No. 1099.***

Councilman Jack Estridge stated that we have a Procurement Code, which contains Section 2-289 Disposal of Real Property Procedures and 2-296 Acquisition of Real Property Procedures and Section 2-254 regarding legal counsel contract review and other duties to provide legal counsel to the procurement officer to review the terms. He further stated that we are bound to follow those regulations no matter if we are buying, selling or swapping properties. If buying Council must approve the purchase after getting an environmental assessment of a certified appraiser. If selling Council must consider it surplus before we start talking about selling. Council voted to allow Mr. Weaver to proceed with the outlined plan on May 23, 2016. Mr. Estridge requested that the I&R Committee also be included in any proceedings dealing with real property before we get to far down the path.

Jack Estridge moved to authorize the I&R Committee along with the County Attorney to proceed with the outlined plan discussed during the May 23 Executive Session. Seconded by Larry McCullough. Passed 5-2. Larry Honeycutt and Steve Harper opposed.

The Highway 521 & Recreation Center at Collins Road is the property that was discussed at the June 13, 2016 meeting. John Weaver noted currently, there are no contacts on the matter and it will go to the Planning Commission, I&R Committee, Administration Committee and then to Council before any action is taken.

### ***Motion to Rescind the Ansley Park Development Agreement.***

Jack Estridge stated that he was placed on the Action Item Agenda to make a Motion on Ansley Park and he had intended to make a Motion to Rescind, however, in light of this new information and staff not being able to locate anything that he had asked for he is not prepared to make that motion. He further stated that until he gets all of the information and has time to examine it he requested that his Motion to Rescind the November 23, 2015 approval of 1378 Ansley Park Development Agreement be deferred until the July 18<sup>th</sup> agenda.

Chairman Bundy asked Councilman Estridge what items he needed.

Councilman Estridge stated that he believes Mr. Weaver included the information in his package. He further stated listening here tonight to what all was said by the citizens, the only way to guarantee that PDD 21 is in complete compliance with state law, Ordinance 650, the Master Plan and the UDO is to amend the Preliminary Plan of Ansley Park. He also wanted to give notice so that he may be on the July 18, 2016 Action Item Agenda for a Motion to Amend or for Reconsideration of the February 9, 2016 Preliminary Plan approval SD-016-001 Ansley Park. He stated the he does not believe he needs a reason other than this is the way to correct this PDD



before houses, roads, and sidewalks are put in place. PDD-21 adopted in 2005 established vested regulations that are not included in this Plan and cannot proceed until the authority of the 2005 Master Plan Ordinance 650 are re-established. Forestar does not have to build a bridge and they can have two lot widths but they must be willing to align the main collector for future connectivity. He further noted that according to the current UDO there are some seven to ten sections that grant authority to the governing body (Council) to take such action.

Chairman Bundy asked for clarification from Councilman Estridge as to what he was requesting. Councilman Estridge stated moving his Motion to Rescind to the July 18 meeting and gave notice to have a Motion to Amend or Reconsider the February 9, 2016 decision of the Preliminary Plan Approval SD-016-001 Ansley Park.

Councilwoman McGriff asked what items has he not received from the staff in order to make the motion.

Councilman Estridge stated that he received a letter dated October 15, 2015 that raised questions about changes to the Ordinance #650 and he is asking for the notice of decision letter from Planning to Pulte Homes regarding the 2015 / 2013 Preliminary Plan Conditional approval. He stated that he has not received it.

Steve Harper made a motion to rescind the Ansley Park Development Agreement. Seconded by Brian Carnes. Motion FAILED 0-6. Jack Estridge abstained.

Steve Harper requested that our legal counsel give an update on the County's legal responsibility with this Development Agreement.

Charlene McGriff stated that legal counsel for the county, Mr. Weaver, put together information in the agenda package that we cannot break a contract. We have an obligation to abide by our contract to listen to our legal counsel.

John Weaver, County Attorney, stated in today's newspaper there is a two page article about Ansley Park, it is filled with all kinds of opinions and all kinds of statements and it is not complete and this is not the reporters problem but it is the conception that we have about taking about little pieces of information and saying this and saying that and what we come out with is ill founded talking points that are not accurate, concise or complete.

For the last nine months, we have talked about Ansley Park. Planning Commission, County Council and I have heard from various concerned citizens particularly in Indian Land. The Indian Land Action Council has gotten an attorney's opinion that is not accurate and is based on facts that he knows nothing about. He stated that he is not always right and always ready to admit wrong, but stated that with the help of the Planning Department has access to more documents than any person does in this county to address this issue. We have heard from citizens about this portion or that portion but nobody has been clear and concise. We have talked

about the letter dated October 15, 2015, and how it takes out the bridge and as the paper said we must have tricked County Council either on purpose or accidentally, because we put it in the Development Agreement. Mr. Weaver stated that he wrote the letter and it was signed by Mr. Willis. We had no discussion and no comments in this letter dealing with the bridge. This letter dealt with two minor changes. A bridge is a major change. The two minor changes were (through Mr. Willis's signature and the Administrative authority given in PDD 650) a reduction in the number of lots and amended lots sizes. This is all this letter does, it has no reference whatsoever to the bridge. As to rescinding of the Ansley Park Development Agreement, contained in your book are several pages of minutes highlighted of my comments as to why that should not be done. I put those in the book so that we would not have to go over everything again and I have not changed my opinion. I do not recommend that the Ansley Park Development Agreement be rescinded.

Mr. Weaver reviewed slides attached to these minutes as schedule E and explained as follows:

Slide 1 is the face of Development Ordinance 650, a 23-page document. He stated that this is not a development agreement. It is nothing more than a rezoning ordinance. The Developer is required to do nothing more than that which is called for in this document.

Slide 2 - there has been discussion that it should be considered as a contract with the county. He called attention to the last page of that document that was signed by the Chairman, Secretary of County Council, Mr. Sims the County Attorney and the Clerk, and nowhere on there is there the signature or the agreement of the Developer. The document does nothing more than tell the developer how he may develop the acreage known as Ansley Park.

Slide 3 is the letter that we have talked about for 9 months that you can generate \$41,000. That is the letter that they say obligates the developer to do all of these things. He stated that it meant nothing then and in his opinion, it means nothing now. It is nothing more than a draft. It has not been incorporated into the ordinance. Nowhere in the language of the ordinance is that information contained. If they have gotten the developer to sign the ordinance, perhaps there would be some argument that he was required to do that but that did not happen. It is nothing that requires this developer and nothing that the county can do to require any developer associated with this to carry out anything related to that letter.

Slide 4 – This is a highlighted portion from page two (2) in the Development Agreement. Mr. Weaver read the following “The Master Plan shall serve as the official map, showing the locations of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this ordinance as established and as they may be amended under Section 7.”

Slide 5 – Ansley Park Preliminary Plan. This is what was in the paper and what everyone has referred to. What we seem to want to talk about more than anything is the bridge.



Mr. Weaver stated that by the time that this was passed by Council in 2005 and 2013 the whole acreage lay dormant. In October of 2013, Cisco Garcia and others came and wanted to develop the western side, that portion between Six Mile Creek and Highway 521.

Slide 6 – Mr. Weaver noted that he had colored Six Mile Creek in blue and in yellow is the Lancaster Highway leading northward to Charlotte. This subdivision relates only to the western portion of PDD-21. The plan shows no bridge across Six Mile Creek that would connect to the other side of Ansley Park, the eastern side that Forestar now owns. No reference whatsoever to the creek.

Slide 7 is nothing more than the face of the Planning Commission minutes. Those minutes pertain to Ansley Park II. There was a motion made by Mr. Holt and a second made by Mr. Pappas. There were five (5) conditions and those conditions said nothing about a bridge, although it was discussed substantially. The bridge was not a mystery, it was not a surprise, and it was not forgotten. It was not put into the motion. The motion had five conditions – open space, existing trees, a cul-de-sac, the amenity parking area and the requirement that there be no access on 521 from the commercial area. Therefore, because this was Planning Commissions approval of that plan, it did not have to come to Council, as it is their responsibility. There has been all kind of talk about how Planning Commission passed it on to the County Council, the County Council let it get by them, and they talked about Penelope's (Karagounis) letter and how Steve (Willis) snuck in the bridge. This never came to County Council and that is the important thing to remember when I talk about newspaper articles and people adding a little bit here and a little bit there.

So let us get back to the issue about the bridge, in 2013 the bridge was not included in that plan. In 2013, the bridge was neither included, nor excluded. Therefore, does that mean that the bridge was in there because it was not taken out in 2005 nor does it mean that it was not in there because it was not done by the Planning Commission. Which one is it – either in or out and that is the issue that we are all confronted with being addressed here.

Mr. Weaver referred to the next slide – slide 8 (which was previously shown to Council as slide 5). He stated that this is what we are talking about, the broken thick line that runs from Henry Harris Road over to 521. Particularly you can see to the left – the blue, Six Mile Creek and if there were a bridge that is where it would be in that blue coloring, it would connect Village C and Village E.

Slide 9 – “The Master Plan shall serve as the official map, showing the locations of all land use designations and the boundaries ....” - this is a 26 page document. How many times tonight have we heard the word connectivity – got to have that bridge to connect east to west. Got to have that connectivity. Collector road – I have read every word of this document. Nowhere in that document is the word connectivity ever written. That is the word that makes the bridge a

requirement. This word that requires the east side and the west side to be hooked together. That is the word that makes the bold dotted line across Six Mile Creek more than just a picture. It makes it a real collector road, if it is in this document. Nowhere in the document is the word connectivity used. The Master Site Plan is a conceptual plan for the development of the property. He defined conceptual as an adjective that means it is related or based on something that you have thought up mentally and have reduced it to writing. The Developer thought about what he wanted to do and reduced that plan or decision to a document, that map – the Master Site Plan, but it is not what is controlling.

Slide 10 –Mr. Weaver read the highlighted information from the Master Plan/PDD-21: “The Preliminary Master Plan, induces design concepts that illustrate the Petitioner’s intent in terms of overall development of the site. The Preliminary Master Plan is not intended to be used during the development review process to determine actual building locations, lot lines, details of the open space area design, land uses, villages, project components, entrance locations, or exact private street alignment. For specific regulations that guide the development of this project, please refer to PDD-21 ordinance.

Slide 11 – Mr. Weaver stated that unknown to him when putting this together, he was given an email from Mike Ey, who was the attorney for the County at that time, an email addressed to Penelope Karagounis dated April 4, 2013, six months before the Planning Commission considered that western portion. The email stated, *“I have looked through ordinance 650, PDD 21 and did not see anything about crossing Six Mile Creek.”*

Mr. Weaver noted in his opinion, he does not recommend that you rescind the Ansley Park Development Agreement for the reasons that he has now cited twice. Whatever the Planning Commission did in 2013 whether it was in or out does not make any difference – it is irrelevant because according to Ordinance 650, the ordinance talks about the land use and the boundaries, it talks about the dirt, and how far out it goes north, east, south and west. There never will be a bridge unless Council takes action to force it in there, but they cannot force it on the Development Agreement, that I am recommending stay in place.

Charlene McGriff asked that folks to stop assuming and noted that as Council members we have to go by the advice of our attorney. We have an ordinance in place and rules to go by and cant go by what should have been – just let it go.

Jack Estridge asked would it hurt the developer to align the road up so that one day there could be connectivity.

Larry Honeycutt discussed the Carolina Heelsplitter and Six Mile Creek.

John Weaver updated Council that Forestar has not avoided the Heelsplitter fees. They have a meeting the 26<sup>th</sup> of this month with Fish and Wildlife. He further stated that he received a letter



from their attorney, which was immediately passed on to the Fish & Wildlife. If Fish & Wildlife prevail, then they will be required to pay all fees, buy credits for that subdivision.

### ***Monthly budget report.***

Kimberly Hill presented the monthly budget report for May 2016.

### ***Committee reports***

#### ***Public Safety***

Councilman Steve Harper reported that the Committee discussed the Animal Shelter at the June 14, 2016. He further reported that the new shelter manager would work toward new policies and procedures. Chairman Bundy stated that he had visited the Chesterfield County Animal Shelter and discussed setting 1-year, 3-year and 5-year goals. He informed everyone that changes will be made but will it not happen overnight. Steve Willis stated that the shelter assistant position has been posted. He further noted that the cat facility is being built as authorized by Council.

#### ***Infrastructure and Regulation***

Councilman Honeycutt informed the Council at the June 14<sup>th</sup> meeting the Committee discussed storm water and Mr. John Gast, engineer from Keck & Wood was there to discuss the progress. They also discussed the lease to Duke Energy for Springs Park. He reported that the status of the Fleet Operations facility. He noted that MCON Construction is reviewing the plans and would have more information soon regarding this project.

#### ***Administration***

Councilman Carnes stated that the Administration Committee discussed the social media policy, the Facebook page and the motor vehicle policy – which was deferred until the next meeting. He also thanked the Finance staff for a successful budget year.

### ***Board and Commission appointments***

#### ***Library Board member***

Jack Estridge moved to appoint Margaret Gamble to the Library Board for an unexpired term ending June 30, 2019, representing District 6. Seconded by Larry McCullough. Passed 6-1. Larry Honeycutt opposed.

#### ***Charlotte Regional Partnership member***

Brian Carnes moved to appoint Bob Bundy to the Charlotte Regional Partnership. Seconded by Charlene McGriff. Passed 7-0.

## **Miscellaneous Reports and Correspondence**

### *Letter regarding Motions to Rescind by Councilman Estridge*

Chairman Bundy noted that we have motions from Councilman Estridge that will be considered at the next meeting.

### *Fox Hole verbal update*

Steve Willis informed Council that the Indian Land Sheriff's Office Substation will be handling the issuance of permits. Jeff Catoe noted that permits may also be obtained by mailing in the form (as found on the website site [www.mylancastersc.org](http://www.mylancastersc.org)) . Permits will be issued to Indian Land residents, one per household.

## **Executive Session**

Brian Carnes moved to go into Executive Session to hear a personnel matter and two Economic Development matters. Seconded by Charlene McGriff Passed 7-0.

Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Passed 7-0.

John Weaver stated that Council went into Executive Session to discuss a personnel matter, and two Economic Development matters where there were no votes taken and no decisions were made.

Steve Willis read into the record the cost benefit analysis numbers regarding Project 8 that was verified with the Department of Commerce. On the 5 year SSRC – 1<sup>st</sup> year cost benefit is \$33.53 to every dollar invested; year 2 and after \$50.22 for the six year SSRC.

## **Adjournment**

Councilman Larry Honeycutt moved to adjourn. Seconded by Councilwoman Charlene McGriff. Passed 7-0.

Respectfully Submitted:                      Approved by Council July 18, 2016

Debbie C. Hardin  
Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary



## Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0927-R2016
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	July Admin Committee August 8, 2016 Council Meeting

### **Issue for Consideration:**

Allowing for one of the Economic Development vehicles to be unmarked.

### **Points to Consider:**

This department will have two vehicles. The one utilized for Existing Business Retention/ Expansion would be marked. We propose to have the one used for the Director to be unmarked.

Often the Director will be escorting clients to various sites. In almost all cases confidentiality is a key concern for these clients.

We would also utilize a non-white color for this vehicle.

An amendment to the current Vehicle Use Policy would be needed and is proposed.

### **FOLLOW-UP INFORMATION:**

I spoke with Jamie and he confirmed an unmarked vehicle is preferable. He did note that a 4 wheel drive would be needed for showing unimproved sites. Given the available color choices on state contract he preferred a white vehicle.

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

N/A

### **Council Options:**

Accept or reject the Resolution

### **Staff Recommendation:**

Approve the Resolution.

### **Committee Recommendation:**

Approve the Resolution.

RESOLUTION # 0927-R2016

**AMENDED BY RESOLUTIONS 705, 792, AND 0862-R2015**

**WHEREAS**, Lancaster County Council desires to amend the Motor Vehicle Use policy to allow for one unmarked vehicle use for economic development purposes;

**NOW, THEREFORE, BE IT RESOLVED** by the County Council of Lancaster, South Carolina, that the “County Vehicles To Be Marked” section of the Vehicle Use and Operation Policy is amended as attached hereto and included herein by reference.

**AND IT IS SO RESOLVED** this \_\_\_\_ day of \_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to County Council



## Motor Vehicle Use and Operations

### County Vehicles To Be Marked

All county vehicles, with the exception of unmarked law enforcement vehicles and one each tax enforcement vehicle and economic development vehicle, will be clearly marked as such. The vehicle shall have the county seal or similar markings affixed to the side of the vehicle to clearly identify it as a Lancaster County vehicle. The vehicle number, or similar vehicle identifier, will be clearly affixed to both sides of the vehicle and rear of the vehicle if feasible. With the exception of unmarked law enforcement vehicles, all county vehicles will display the permanent "CG" state license plate.

No bumper stickers, window decals, or the like shall be affixed to a County vehicle without the appropriate department head's approval.

# 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, August 8, 2016 at 6:30 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 2016-1402 titled **"AN ORDINANCE TO ESTABLISH A LOCAL HOSPITALITY TAX TO APPLY TO ALL ESTABLISHMENTS WHICH SELL PREPARED MEALS AND BEVERAGES LOCATED IN THE UNINCORPORATED AREAS OF LANCASTER COUNTY."** 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 7/17/16

*Karen T. Graham*

Notary Public of South Carolina

My Commission Expires June 29, 2022



## Agenda Item Summary

Ordinance # / Resolution#: Ordinance 2016-1402  
Contact Person / Sponsor: Hal Hiott/ Steve Willis  
Department: Parks and Recreation/ Admin  
Date Requested to be on Agenda: August 8, 2016

**Issue for Consideration:**

Supplemental Hospitality Tax information.

**Points to Consider:**

Hal Hiott has visited some locations to ascertain potential costs on a sports complex.

Obviously there has been no design and scope of work completed at this time. The data is simply comparable costs from similar facilities.

Scope of work would impact costs depending upon number of fields, types of special facilities such as a splash pad, amenities such as concession stands, rest rooms, etc., and support facilities such as maintenance and storage buildings.

Please find attached information from Hartsville's Byerly Park in Darlington County.

**Funding and Liability Factors:**

The first several years of funding would be available for such lawful uses as Council may determine as part of the annual budget. As mentioned previously, potential uses that have been discussed would include upgrades to existing facilities that can host tournaments, such as Walnut Creek; historical tourism such as Buford Battleground, and natural tourism such as 40 Acre Rock. Only uses consistent with state law can be considered.

A potential bond to construct a large recreational complex would not be available during the first few years. Frannie Heizer of the McNair Law Firm, our bond counsel, has advised the municipal bond raters and market firms will want to see 2 to 3 years of collection history before placing a Special Source Revenue bond. This means 3 to 4 years from the date of adoption of a tax.

Please note that cost estimates are just that; estimates. No site has been determined and there will obviously be inflation in construction costs over time. Site preparation is a huge unknown and cannot possibly be calculated at this time as no firm site has been identified.

While the recreational complex has been the main driver in the discussion to date, that decision will be made ultimately by a future County Council due to the timing on a potential bond. The current Council can provide a potential funding source for that future Council.

Please advise if any additional information is desired to assist with your consideration of this concept.

## Possible New Facility for Lancaster County and Hospitality Tax funding

July 18, 2016

Staff for Lancaster County Parks and Recreation has been busy crunching numbers and visiting other Town's and County's Recreation Complexes. We have gotten input from other areas on budgets, things they have done and problems they encountered over the years. Staff will be providing Council with a startup cost for equipment, a detailed budget to include, staffing needs, revenue projections, splash pad revenue and expense projections, and concession revenue and expense projections. These figures are based on a hospitality tax collection of \$800,000 annually.

Staff supports a Countywide Hospitality sales tax as a way of funding this project and upgrades to other sports tourism related facilities that Lancaster County oversees. Staff realizes that there would be a time frame associated with such a tax and collection of revenues would have to be monitored to get an idea of what the tax would actually bring in and how much money would have to be coming in to bond out a large central complex. Staff and the Commission supports such a complex to better serve our Citizens and bring visitors into Lancaster County to participate in activities and events on a regular basis. This would also keep people from Lancaster County from going outside the County to meet their Recreational needs.


Staff proposes that if such a tax is implemented that a search for land take place, approximately 100 to 120 acres. The county would need to hire a recreation landscape architect and give them the parameters that that the Clemson study showed and have them design and cost out such a complex. The landscape designer would also be able to tell us if a particular piece of property would support a complex, land prep and permitting costs involved. Take those numbers and see if they would be acceptable for bonding out such a complex. Then refine, add, or cut from plans to meet budget.

LCPR is also supplying information obtained from Wood and Partners on cost estimates for what the Clemson Study said we needed. The Park amenities are provided along with the estimated costs. This does not include land acquisition or land prep. The estimated cost would be around \$9.8 million which includes a 25% contingency. Predesign, programming, master planning and schematic design services would range from \$55,000 to \$75,000. Detailed design development and construction documents would be in the range of 4.5 % of construction costs and bidding and negotiation and construction administration would be in the range of 1.5% of the construction costs of the proposed improvements.

LCPR has also included estimates for proposed upgrades to 3 existing facilities that promote tourism and recreation in Lancaster County. Buford Recreation Center and Walnut Creek would be top priority. These are our newest and top used facilities. They were ever given the finishing touches and Buford would be the top priority.

LCPR is hopeful that council will support this tax and move forward to make Recreation a top priority for the Citizens of Lancaster County.

Sincerely,



Hal Hiott, Director, LCPR



# Notes

Byerly Park in Hartsville is the best example of what fits Lancaster County needs with a few deletions and a few additions to fit our needs. LCPR has provided you with a detailed Park description and the amenities offered there. This particular Park was constructed in phases starting in 2003. Total acreage is 93 acres. Total cost was \$6.7 million for the complex and \$650,000 for the splash pad. Staff would love to take Council on a tour of this particular complex to see firsthand.

## Recent Tournament Hosted by LCPR

LCPR just finished hosting the District Dixie Softball Tournament. Four different age groups were represented with a total of 31 teams participating. Chester, Union, Kershaw County, Fairfield, Dentsville, Pageland, Jefferson along with Lancaster were all represented. The tournament lasted 5 days with the majority of the games being played on a Saturday and Sunday. LCPR staff did a tremendous job and really put on a good show. Total gate for the event was \$17,500 and concessions grossed \$8,500. The event was held at The Springdale Recreation complex. This is just an example of one tournament. Each team had 12 girls and 3 coaches on the roster. If each participant brought 2.5 spectators along that would be a total of 1,162 visitors coming to Lancaster County just in the opening day of the tournament. Multiply that by 2 and the first two days alone we saw over 2,000 visitors. That is just one example of how a complex will benefit Lancaster County. People will spend their money eating, shopping and buying gas while visiting here.



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## Byerly Park

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### RESIDENTS

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YARD DEBRIS

MOSQUITO CONTROL

#### PAY BILL ONLINE

#### PARKS & FACILITIES >

BURRY PARK

BYERLY PARK &gt;

T.B. THOMAS SPORTS  
CENTER

PIRATESVILLE SPLASH PAD

CENTENNIAL PARK

LAYTON PARK

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THE VISTA

CITY BICYCLE PATHS

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HEALTH CARE

JOB RESOURCES



## Overview

Byerly Park, a 93-acre multi-use recreation complex developed to improve to the quality of life for residents of Hartsville and the surrounding areas, is one of the finest sports facilities in the Southeast. The result of numerous land gifts to the City of Hartsville, the park is named for the Byerly Foundation, a longtime donor to the facility.

Byerly Park offers year-round activities for both youth and adult athletes. Venues such as soccer, softball, baseball, football, basketball, volleyball, tennis, track and field and horseshoes are all inclusive within Byerly Park. Those who want to enjoy the outdoors and be healthy may use out 1.2 mile lighted walking trail, the Terrence J. Herrington Track or the fitness center in the Coach T.B. Thomas Sports Center. In addition, Byerly Park has two playgrounds for our future athletes to play on and be a part of the action.

## Outdoor Facilities

- 6 soccer fields
- 8 softball/baseball fields
- 2 Football fields
- 6 tennis courts
- 400 meter 8-lane track and field facility
- 1.2-mile walking and jogging trail
- 12 horseshoe pits
- Picnic area
- Concessions (during special events and tournaments)
- 2 Playgrounds



## Coach T.B. Thomas Sports Center



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## Recent Posts

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"Cinderella (2015)" Sponsored  
by North Industrial Machine

Commencement of the First  
Inaugural Business Builder  
Certification Class

City of Hartsville Hosts All-  
America City Celebration

Hartsville Safe Communities  
Launches Notified Offender  
Program

We Heart Play Program

## Archives

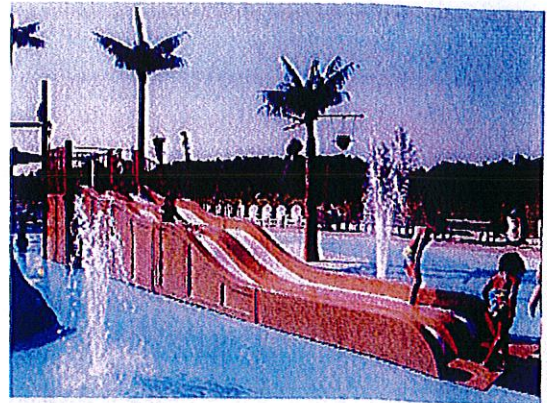
[July 2016](#)[June 2016](#)[May 2016](#)[April 2016](#)[March 2016](#)[February 2016](#)[January 2016](#)[December 2015](#)[November 2015](#)[October 2015](#)[September 2015](#)[August 2015](#)[July 2015](#)[June 2015](#)[May 2015](#)

The Coach T.B. Thomas Sports Center has an indoor basketball gym, indoor rubberized walking track, strength equipment, cardio equipment including treadmills, elliptical machines and more, as well as numerous fitness classes every week.

[FACILITIES, RATES AND CLASS INFO](#)

## Piratesville Splash Pad

Byerly Park's newest addition is a multifunctional water play area including water jets, water cannons, dumping buckets and water slides. Featuring trained staff on duty and concession sales, Piratesville counts among the largest splash pad facilities in South Carolina.



The splash pad operates every day except Monday when Darlington County schools are on summer vacation. One-day fees and season tickets are available during the operating season, as are private rentals before and after regular hours.

[PIRATESVILLE SPLASH PAD RULES, RATES AND OTHER INFO](#)

## Born Learning Trail

Byerly Park is home to the Born Learning Trail, a play feature for young children which gives them a chance to have fun while improving language and literacy skills. The trail is a series of easy-to-construct activities installed along the running and walking path near the tennis courts, helping adults to engage with their children to make a trip to the park a learning experience which enhances school readiness.



The Born Learning Trail has been made possible by the United Way of Hartsville, Darlington County First Steps and Duke Energy.

## Hosted Events

Byerly Park is the most heavily-utilized recreation facility in the City of Hartsville. Beyond regular classes and exercise use, the park plays host to many local youth and adult programs throughout the spring, summer, and fall. This multi-sport complex has also hosted many invitational, district, state, collegiate, and World Series tournaments.

The facility has hosted Coker College's Women's Softball Conference tournament, and has also served as the site for several Dixie Youth, Dixie Boys, and the Dixie Girls





[April 2015](#)[March 2015](#)[February 2015](#)[January 2015](#)[December 2014](#)[November 2014](#)[October 2014](#)

## Categories

[Main Street](#)[News](#)

districts, and states tournaments. In 2012, the complex hosted the Dixie Girls Ponytail World Series, its largest tournament event ever, bringing in athletes from 11 states for 5 days of competition.

Byerly Park also hosts the Beach Blast, bringing together a variety of beach music bands for a day of fun, sun and dancing the Carolina Shag.

## School District Partnerships

Byerly Park's tennis facility and the Terrance Herrington Track and Field facility were created through a partnership between the City of Hartsville and the Darlington County School District.

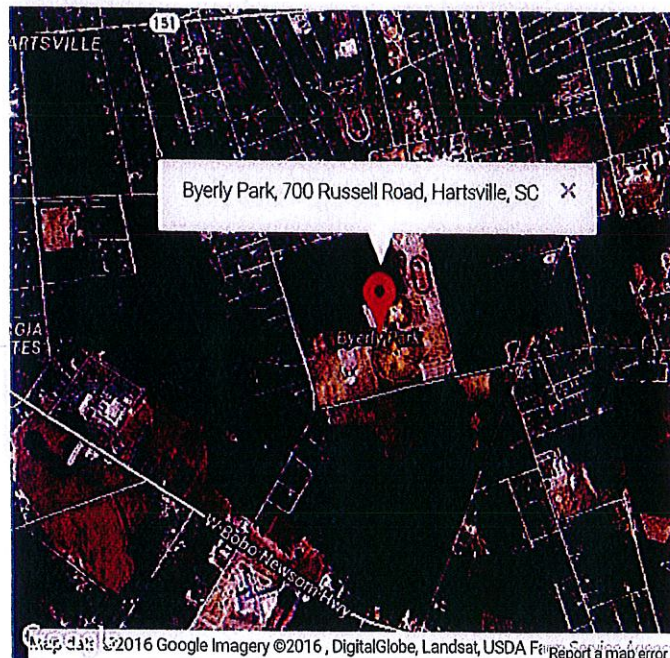
This mutual agreement has allowed the needs of the school district and the community to be met successfully. The Hartsville High School Tennis and Track teams have use of the facilities during their seasons but the facilities are always open to the public as well.



## Location, Contact Information

Phone: 843.339.2878

Facebook: [Byerly Park Recreation Complex on Facebook](#)

[Site Links](#)[Residents](#)[Visitors](#)

### Equipment Startup Costs For New Complex

Part of the plan for a New Complex would call for a maintenance facility to be located there. This would serve as an office area, work area, and equipment storage area for all Park Maintenance. Our idea would be to close down the 15<sup>th</sup> street location and relocate everything to that facility. There would be some new equipment needed along with some extra staff. We would still operate our satellite maintenance facility at Walnut Creek.

Equipment	Two utility type vehicles	\$6,500 ea	\$13,000
	One Small tractor and implements	\$20,000	\$20,000
	Three zero turn Mowers	\$10,000 ea	\$30,000
	Hand Tools rakes, shovels, ect.....	\$ 600	\$ 600
	Blowers, edger, weed eaters	\$ 2,500	\$ 2,500
	Park maintenance vehicle truck	\$30,000	\$30,000
	Misc. equipment	\$ 3,000	\$ 3,000
<hr/>			
Totals			\$99,100

By closing 15<sup>th</sup> street shop there would be a lot of equipment that could be shared. Examples would be air compressor rigged for entire shop, welder, plasma cutter, mower lifts, jacks, jack stands, power tools, drills, saws, drivers, hand tools, wrenches, sockets, hammers, screw drivers, field paint machines, ATV's , mower parts, utility vehicles, tractor implements, sprayers, herbicides, fertilizers, vehicles. Consolidation to one main maintenance area would be a tremendous asset for the Department.

## ANNUAL BUDGET ESTIMATE - REVENUE

### ACCOUNT

Lancaster County Sports Complex

### RECOMMENDED (\$)

### NOTES

#### REVENUE

Tournament Rental Fees	\$80,000.00	See information below
Complex/Facility Advertisements	\$20,000.00	See information below
Gate Admission- LCPR sponsored	\$60,000.00	See information below
Park Shelter/Playground Rentals	\$2,000.00	See information below
Special Event Rentals	\$3,000.00	See information below
40% of Hospitality	\$320,000.00	Based on \$800,000 Hospitality Tax collection

#### TOTAL REVENUE

\$485,000.00

#### Tournament Rental Fees

\$500 per field per day of use  
(Based on 14 weekends of tournaments)

#### Special Events

Will be determined based on event type being held, hours, percentage of park being used, etc.

#### Complex/Facility Advertisements

General Advertisements - \$500 (annually)  
(Panels around restroom and concession buildings)

Playgrounds, Picnic Shelters, & Warm-up Areas - \$3,000 (over 3 years)

Baseball/Softball park - \$9,000 (over 3 years)

Soccer park - \$9,000 (over 3 years)

Walking Track - \$9,000 (over 3 years)

Dog Park - \$9,000 (over 3 years)

Open Area/Amphitheater - \$9,000 (over 3 years)

#### Park Shelter/Playground Rentals

\$50 per hour of use

#### Gate Admission

LCPR Sporting Events:

\$3 per adult

\$2 per child (12 & under)

LCPR runs gate for tournaments, etc.

\$5 per adult

\$4 per child (12 & under)



## ANNUAL BUDGET ESTIMATE - EXPENDITURE

<b>ACCOUNT</b>	<b>RECOMMENDED (\$)</b>	<b>NOTES</b>
Lancaster County Sports Complex		

### EXPENDITURE

Salaries	\$96,000.00	<i>Includes a Facility Manager &amp; 2 FT Maintenance Employees</i>
Overtime	\$0.00	
FICA	\$7,344.00	
Retirement	\$11,097.60	
Workers Comp	\$4,515.36	
Insurance	\$34,352.64	
Office Supplies	\$2,500.00	
Uniforms	\$1,500.00	
Training	\$1,850.00	
Utilities	\$140,000.00	
Building Maintenance	\$24,000.00	
Maintenance Contracts	\$20,000.00	
Advertising	\$2,000.00	
Gasoline	\$8,000.00	
Vehicle Insurance	\$2,500.00	
Vehicle Maintenance	\$5,000.00	
Chemical Supplies	\$1,000.00	
Landscape Materials	\$10,500.00	
Replacement Equipment	\$10,000.00	
Safety Supplies	\$600.00	
Special Projects & Services	\$3,000.00	
Maintenance Supplies	\$12,000.00	
Turf Management	\$25,000.00	
Temporary Personnel	\$30,000.00	
Park Misc Repairs	\$20,000.00	<i>parking lots, irrigation, etc.</i>

<b>TOTAL EXPENDITURE</b>	<b>\$472,759.60</b>
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## ANNUAL BUDGET ESTIMATE - REVENUE

### ACCOUNT

Lancaster County Splash Pad

### RECOMMENDED (\$)

### NOTES

#### REVENUE

Gate Fees/Tickets	\$65,000.00	<i>Fees per day (\$4/kids and \$2/adult)</i>
Season Ticket Sales	\$2,500.00	<i>See information below</i>
Private Party Rentals	\$15,000.00	<i>See information below</i>
Concession Sales	\$40,000.00	
Complex/Facility Advertisements	\$3,000.00	
10% of Hospitality	\$80,000.00	<i>Based on \$800,000 Hospitality Tax collection</i>

#### TOTAL REVENUE

\$205,500.00

#### Season Ticket Sales

##### Season Pass for County residents:

\$30 child, \$15 adults

##### Season Pass for non-County residents:

\$40 child, \$20 adult

##### Family season pass for County residents

(includes 2 children and 2 adults):

\$60, with \$15 for each additional child

##### Family season pass for non-County residents

(includes 2 children, 2 adults):

\$80, \$20 for each additional child

#### Private Party Rentals

##### Up to 50 People

County Resident:

\$100 for one hour or \$150 for two hours

Non-County Resident:

\$120 for one hour or \$180 for two hours

##### More than 50 People

County Resident:

\$130 for one hour or \$180 for two hours

Non-County Resident:

\$150 for one hour or \$210 for two hours

## ANNUAL BUDGET ESTIMATE - EXPENDITURE

ACCOUNT	RECOMMENDED (\$)	NOTES
Lancaster County Splash Pad		

### EXPENDITURE

Salaries (Part-time)	\$50,000.00	
Overtime	\$0.00	
FICA	\$3,825.00	
Retirement	\$0.00	
Workers Comp	\$2,351.75	
Insurance	\$0.00	
Misc Supplies	\$2,000.00	
Uniforms	\$500.00	
Utilities	\$35,000.00	
Facility Maintenance	\$5,000.00	
Advertising	\$1,000.00	
Chemical Supplies	\$1,000.00	
Concession Supplies	\$15,000.00	
Safety Supplies	\$600.00	
Park Misc Repairs	\$20,000.00	<i>parking lots, equipment, etc.</i>

TOTAL EXPENDITURE	\$136,276.75	
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## ANNUAL BUDGET ESTIMATE - EXPENDITURE

ACCOUNT	RECOMMENDED (\$)	NOTES
Lancaster County Sports Complex Concessions		

### EXPENDITURE

Salaries (Part-time)	\$15,000.00	
Overtime	\$0.00	
FICA	\$147.50	
Retirement	\$0.00	
Workers Comp	\$705.53	
Insurance	\$0.00	
Uniforms	\$500.00	
Facility Maintenance	\$7,000.00	
Permit Fees	\$200.00	
Concession Supplies	\$35,000.00	

TOTAL EXPENDITURE	\$58,553.03	
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## ANNUAL BUDGET ESTIMATE - REVENUE

ACCOUNT	RECOMMENDED (\$)	NOTES
Lancaster County Sports Complex Concessions		

### REVENUE

Concession Sales	\$70,000.00	
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TOTAL REVENUE	\$70,000.00	
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April 21, 2016

Hal Hiott  
Lancaster County Park & Recreation Director  
P.O. Box 243  
Lancaster, SC 29721

**Re: Cost Analysis for the Lancaster County Sports Complex**

Via: E-mail to: [hhiott@lanastercountysc.net](mailto:hhiott@lanastercountysc.net)

Hal:

Kyle and I enjoyed talking with you about your possible new sports complex in north Lancaster County.

As discussed, we have prepared a construction cost estimate for a prototypical park including the facilities and program elements outlined in your email and as follows:

1. At least 4 multipurpose diamond fields to accommodate both youth and adult baseball and softball games, practices, and tournaments. Room to add 2 additional fields for future. Fields to have portable fencing so can be used for Youth and Adult. 310 ft. maximum for Adults.
2. At least 4 multiuse rectangle fields that are able to accommodate both youth and adult soccer, football, lacrosse, etc. At least two of these artificial turf. Field sizes 120 X 65 to have room for bleachers. Room to expand for 2 more fields in the future.
3. All athletic fields to have outdoor sports lighting.
4. Open Green space to accommodate a variety of informal Recreation activities and events (everything from family gatherings, festivals, concerts to movies in the park).
5. Paved walking trails through the park property. Not ovals. Potential exercise stations located around trail. Low level lighting for night walking.
6. Picnic Pavilions for family gatherings, birthday parties, etc. Available for rental.
7. Other appropriate amenities to include restrooms, concessions, adequate parking, playgrounds, and some office space for staff (i.e. tower area between fields).
8. Maintenance shed for equipment storage and Park maintenance staff.
9. Maybe a special feature like a splash Pad area, fenced with office and bathhouse.
10. Park should be designed so that there is something for everyone. It should be multiuse and multi-generational, and designed to accommodate people with disabilities

As you can see in the attached estimate, costs for a park including these elements could be in the range of \$9.8 million, which includes a 25% contingency. Generally speaking, you may want to budget somewhere between \$8.5 and \$10.5 million depending on which of the elements outlined above are included. On the other hand, you could get a good start with less if you have a limited budget. The master planning and cost estimating process should be used to help map out phasing alternatives and possible areas for cost savings.

Prices will vary depending on the level in which each facility is developed and the extent of site work required once you have selected a site. We have found it to be worthwhile to conduct site feasibility assessments on potential sites prior to purchase to determine which is most suitable and least expensive to develop.

You also asked for information on what to budget for planning, design and permitting costs, in addition to construction costs listed above. I would suggest you generally budget for the phases as follows, plus reimbursable expenses:

1. Pre-design, programming, master planning and schematic design services would be in the range of \$55,000 to \$75,000 depending on the level of complexity and services provided.





2. Detailed design development and construction documents would be in the range of 4.5% of construction costs.
3. Bidding and Negotiation and Construction Administration will be would be in the range of 1.5% of the construction cost of the proposed improvements.

Permitting, land surveying, testing and geotechnical survey costs would be in addition to the fees listed above and would vary depending on the site selected.

We welcome the opportunity to meet with your Council, County Staff or members of your Joint Recreation Commission to talk in more detail about ranges in costs, the planning and design process, trends in sports complex design, revenue and funding opportunities and lessons learned on other projects.

Feel free to call me or Kyle if you have any questions or need any additional information on this exciting project.

Wood+Partners Inc.

A handwritten signature in black ink, appearing to read "Mark L. Baker".

Mark L. Baker, ASLA  
President

Cc: Kyle Theodore, ASLA

G:\Marketing\_and\_Job\_Development\Proposals\PARKS\HH\Lancaster County Sports Complex\Proposals & Contracts\Contracts\Lancaster Sports Complex Cost Analysis

# Lancaster County Sports Complex

General Estimate for Park Prototype

Date: April 20, 2016



DESCRIPTION	QUANT.	UNIT	UNIT COST	TOTAL
<b>1. Demolition</b>				
			Subtotal:	\$125,000.00
<b>2. Utilities - Sanitary Sewer &amp; Water</b>				
			Subtotal:	\$275,000.00
<b>3. Grading &amp; Stormwater System</b>				
			Subtotal:	\$750,000.00
<b>4. Concessions, Pavllions, Band shell &amp; Restroom Buildings</b>				
			Subtotal:	\$962,500.00
<b>5. Sidewalks &amp; Trails</b>				
			Subtotal:	\$260,000.00
<b>6. Parking, Roads &amp; Drives</b>				
			Subtotal:	\$715,000.00
<b>7. Open Space Meadow, Landscaping &amp; Grassing</b>				
			Subtotal:	\$525,000.00
<b>8. Site Furnishings &amp; Signage</b>				
			Subtotal:	\$183,500.00
<b>9. Playground, Splash Play Area &amp; Pavilion</b>				
			Subtotal:	\$700,000.00
<b>10. Baseball/Softball Fields (4 Total)</b>				
			Subtotal:	\$1,834,900.00
<b>11. Soccer Fields (2 Grass &amp; 2 Artificial Turf)</b>				
			Subtotal:	\$1,075,000.00
<b>12. Site Electrical/Lighting</b>				
			Subtotal:	\$140,000.00
<b>13. Maintenance, Staff Work Area, Parking &amp; Storage Area</b>				
			Subtotal:	\$274,200.00

## Notes:

1. This estimate is general in nature and includes allowances only
2. No site has been selected and this estimate is for a prototypical park
3. No park plans have been drawn for this estimate
4. Land costs are not included
5. Cost to extend utilities to site are not included
6. Cost to mitigate poor soils or environmental conditions are not included
7. Cost are based on a fairly level site without extensive grading

Subtotal:	\$7,820,100.00
25% Contingency:	\$1,955,025.00
Grand Total:	\$9,775,125.00

# Buford Recreation Center

Add Field Lights	two 200 ft. fields	\$150,000
Add Field Lights	one 300 ft. field	\$100,000
Add Field Lights	one Regulation Soccer/multipurpose	\$100,000
Pave and Finish Parking lots		\$225,000
Add batting cages		\$20,000
Build Restrooms and Concessions for Outdoor use		\$65,000
Add playground and fencing		\$50,000
Outdoor Picnic shelter		\$40,000
Landscaping		\$20,000
Add fencing to soccer/multi purpose		\$60,000
Bleachers and Pads		\$42,000
Shade Structures		\$20,000
Score Boards	10 fields	\$50,000

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Totals		\$942,000
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### Walnut Creek Upgrades

Add field lights	one 300 ft. field	\$100,000
Add field lights	one multipurpose field	\$100,000
Add field lights	Two small T-Ball fields	\$75,000
Add Restrooms	for lower fields	\$40,000
Shade Structures		\$20,000
Score Boards	10 fields	\$50,000
Redo pickle ball courts correctly		\$40,000
Resurface Tennis Courts		\$15,000
Update irrigation		\$8,000
Fence lower multipurpose field		\$10,000
<hr/>		
Totals		\$458,000

### Estimate on Park Upgrade Costs

#### Springdale Park and Melvin Steele Soccer

Re Rock Parking Area at Melvin Steele	\$50,000
New sod for fields (soccer) and irrigation	\$80,000
New fence a Springdale (wire only)	\$30,000
Re Pave Parking and proper drainage	\$190,000
Siding on Concession Restrooms	\$10,000
Heating and Air concession	\$8,000
Remodel Restrooms	\$5,000
Add batting cages	\$20,000
New safety fence topper	\$3,000
Ticket booth	\$4,500
Portable mounds	\$4,800
Shade structures	\$20,000
Landscaping	\$40,000
Totals	\$465,300

AN ORDINANCE

**TO ESTABLISH A LOCAL HOSPITALITY TAX TO APPLY TO ALL ESTABLISHMENTS WHICH SELL PREPARED MEALS AND BEVERAGES LOCATED IN THE UNINCORPORATED AREAS OF LANCASTER COUNTY.**

**WHEREAS**, Lancaster County, South Carolina (the "County") desires to build and enhance the facilities that serve tourists who visit the County; and

**WHEREAS**, the County wants to more strongly support the public services that are available to tourists in order to promote and further encourage tourism in the County; and

**WHEREAS**, Article 7 of Chapter 1 of Title 6 of the Code of Laws of South Carolina 1976, as amended (the "Act"), authorizes local governing bodies by Ordinance to impose a local hospitality tax not to exceed two percent (2%) on the gross proceeds of sales of prepared meals and beverages; and

**WHEREAS**, the County finds that a two percent (2%) Local Hospitality Tax (as defined herein) upon the sales of prepared meals and beverages sold in establishments in the unincorporated areas of the County, will result in revenues which will be used for the dedicated purpose of improving services and facilities for tourists which constitutes a public purpose of the County; and

**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 – Definitions**

- a. "County" means Lancaster County, South Carolina and all of the properties within the unincorporated geographical boundaries of Lancaster County, South Carolina as existing on the date of adoption of this Ordinance.
- b. "County Council" means the governing body of the County.
- c. "Local Hospitality Tax" means a tax on the sales of prepared meals and beverages sold in establishments within the unincorporated areas of Lancaster County.
- d. "Prepared meals and beverages" means the products sold ready for consumption either on-premises or off-premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including, but not limited to, lunch counters, restaurants, drinking places operated as a subordinate facility by other establishments, convenience stores, grocery delicatessens, and bars and restaurants owned by and operated for members of civic, social and fraternal associations.



## **Section 2 – Local Hospitality Tax**

A uniform tax equal to two percent (2%) is hereby imposed on the sales of the prepared meals and beverages sold in establishments within the County.

## **Section 3 – Payment of Local Hospitality Tax**

Payment of the Local Hospitality Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return that shall be utilized by the provider of the services to calculate the amount of the Local Hospitality Tax collected and due to the County. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

The tax provided for in this Ordinance must be remitted to the County Finance Office as follows:

- a. On a monthly basis when the estimated amount of average tax is more than fifty (\$50) dollars a month;
- b. On a quarterly basis when the estimated amount of average tax is twenty-five (\$25) dollars to fifty (\$50) dollars a month;
- c. On an annual basis when the estimated amount of average tax is less than twenty-five (\$25) dollars a month.
- d. 1) The closing date for monthly payments is the last day of the month;  
2) The closing dates for quarterly payments are the last days of the months of March, June, September and December;  
3) The closing date for annual payments is the last day of December.

The provider of the services shall remit the Local Hospitality Tax collected, when due, to the County by the 20th day of the month following the closing date of the period for which the tax payment is to be remitted. A payment is considered to be timely remitted to the County if the return has a U.S. Mail postmark date on or before the date the report form is due. If the twentieth day of the month falls on a Sunday or postal service holiday, then payments mailed on the next business day will be accepted as timely filed.

## **Section 4 – Local Hospitality Tax Special Revenue Fund**

An interest bearing, segregated and restricted account to be known as the "Lancaster County Local Hospitality Tax Special Revenue Fund" (the "Fund") is hereby established. All revenues received from the Local Hospitality Tax shall be deposited into the Fund. The principal and any accrued interest in the Fund shall be expended only as permitted by this Ordinance and the Act.

## **Section 5 – Distribution of Funds**

The County Council shall distribute the Local Hospitality Tax collected and placed in the Fund in accordance with decisions made by a majority of Council through the passage of a subsequent, related Ordinance(s); provided, however, that such purposes are permitted under the Act. These purposes include but are not limited to tourism related capital projects, the support of tourism and tourist services in a manner that will best serve the tourists from whom it was collected including being used as a funding source to pay indebtedness issued by the County for public purposes. It shall be the responsibility of the County Council to ensure that any and all money expended from the Fund shall be spent for the purposes permitted under the Act.

## **Section 6 – Inspections and Audits**

For the purpose of enforcing the provisions of this Ordinance, the County Finance Office or other authorized agent of the County, is empowered to enter upon the premises of any person subject to this Ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours written notice. In the event that an audit reveals that the remitter has filed false information, the cost of the audit shall be added to the correct amount of tax determined to be due. All operational and administrative costs associated with the billing and collection of the Local Hospitality Tax will be charged to the Fund. The County Finance Office or other authorized agent may make systematic inspection of all service providers that are governed by this Ordinance within the County to ensure compliance with this Ordinance. Records of inspections shall not be deemed public records.

## **Section 7- Violation and Penalties**

It shall be a violation of this Ordinance to:

- a. fail to collect the Local Hospitality Tax as provided for in this Ordinance;
- b. fail to remit to the County the Local Hospitality Tax collected, pursuant to this Ordinance,
- c. knowingly provide false information on the form return submitted to the County, or
- d. fail to provide books and records to the County Finance Office for the purpose of an audit upon twenty-four (24) hours written notice.

The penalty for violation of this Ordinance shall be five percent (5%) per month, charged on the original amount of the Local Hospitality Tax due.

## **Section 8 – Indebtedness**

So long as any form of indebtedness outstanding that the County has designated as being payable from Local Hospitality Taxes, the Local Hospitality Tax shall continue to be collected by the County. Indebtedness shall mean any obligation of the County used to finance projects authorized by the Act.

## **Section 9 - Administration**

The County Finance Office shall be responsible for the administration of the Local Hospitality Tax on behalf of the County.

## **Section 10 – Sunset**

Unless subsequently extended by a later Council, the two percent (2%) tax imposed in Section 2 hereof shall expire on the date that is the later of (i) twenty (20) years from the effective date of this Ordinance or (ii) the date the final payment is made on all outstanding indebtedness payable from Local Hospitality Taxes.



## Section 11 – Severability

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

## Section 12 – Effective Date

This Ordinance shall become effective upon Third Reading. The tax referenced herein shall commence being collected by the providers of the on which tax applies, on October 1, 2016 and remittance of amounts due to the County of the tax by the providers of the services which the tax applies shall commence in the manner referenced herein.

### AND IT IS SO ORDAINED

Dated this \_\_\_\_ day of \_\_\_\_, 2016.

### LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie Hardin, Clerk to Council

1 <sup>st</sup> reading:	June 13, 2016	Passed 5-2
2 <sup>nd</sup> reading:	August 8, 2016	Tentative
3 <sup>rd</sup> reading:	August 22, 2016	Tentative

Public Hearing	July 18, 2016
	August 8, 2016



## Agenda Item Summary

**Ordinance # / Resolution#:** Ordinances 2016-1405, 2016-1406, 2016-1407

**Contact Person / Sponsor:** Michael Trotter & John Weaver

**Department:** Director of Economic Development & County Attorney

**Date Requested to be on Agenda:** August 8, 2016

**Committee:** Administration Committee

**Issue for Consideration:**

**Part A:** Whether or not it is appropriate to offer to the businesses located east of Hwy 521 in Indian Land and generally known as Red Ventures certain economic development incentives that previously have been negotiated between the county and the company and detailed in an earlier Inducement Resolution (0908-R2016)?

**Part B:** Whether or not the real properties previously developed by Red Ventures should be removed from the Multi-County Park relationship that Lancaster County has with Chester County and, in turn, those previously developed properties and those additional parcels now being developed should be both incorporated into the Master Multi-County Park that Lancaster County has with Chesterfield County?

**Points to Consider:** The developer has committed to a \$100 Million Dollar investment and the creation of 1,300 new full-time jobs during the seven (7) year investment period

**Funding and Liability Factors:** The Fee Agreement will reduce the assessment ratio to six (6%) percent for a term of thirty years and will provide an additional 50% special source revenue credit for twenty years.

**Council Options:** Approve or reject the three ordinances.

**Recommendation:** The county staff, its Economic Development Director, its Administrator and the South Carolina Department of Commerce all believe that the incentives previously negotiated are fair and reasonable and appropriate for the commitment that Red Ventures has made to Lancaster County.

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STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2016-1405

**AN ORDINANCE**

**TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, RV-IMAGITAS, LLC AND LANCASTER REAL ESTATE GROUP, LLC, PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

(b) the County is authorized by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(c) RV-Imagitas, LLC and Lancaster Real Estate Group, LLC, and one or more affiliates (collectively, the "Company"), is considering investment in personal property and certain real estate improvements located in the County which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be at least approximately One Hundred Million Dollars (\$100,000,000.00) over seven (7) years (the "Project");



(d) the Company indicates the Project will result in the creation of at least one thousand three hundred (1300) new full-time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits;

(e) pursuant to Resolution No. 0908-R2016, adopted January 25, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(f) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio, a fixed millage rate of 289.4 for a period of thirty (30) years for the Project or each component thereof placed in service during the initial investment period and any investment period extension to which the County and the Company agree, and for the Economic Development Property (as defined in the Act), special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service; and

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

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

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate 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. Cost-Benefit Findings.**

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include: (i) investment in personal property and certain real estate improvements of at least \$100,000,000; (ii) an average annual increase in property taxes (FILOT payments) of approximately \$788,724 after application of incentives; (iii) construction benefit of \$7,964,400; (iv) facility operation benefit of \$62,168,028; (v) employee benefit of \$1,084,174; and (vi) visitor benefit of \$0. The total benefit is estimated at \$71,216,602;

(b) The cost of providing the incentives arrangement is estimated at: (i) development costs of \$0; (ii) operational costs of \$24,039,347; and (iii) employee costs of \$997,135. The total cost is estimated at \$25,036,482.

(c) The benefit to cost ratio in year one is estimated at \$2.84:1 and after year one at \$2.53:1.

(d) The value of the FILOT incentive to the Company is estimated at \$8,297,002 and the special source revenue credits at \$17,340,000.

#### **Section 5. Approval and Execution of Fee Agreement.**

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. 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 6. Economic Development Fund.**

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

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the 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 7. Authority to Act.**

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

**Section 8. Severability.**

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

**Section 9. Controlling Provisions.**

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

**Section 10. Effective Date.**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Tentative
Second Reading:	August 22, 2016	Tentative
Public Hearing:	August 22, 2016	Tentative
Third Reading:	September 12, 2016	Tentative

**Exhibit A to Ordinance No. 2016-1405**

**Fee Agreement**

**Lancaster County, RV-Imagitas, LLC and Lancaster Real Estate Group, LLC**

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

RV-IMAGITAS LLC

and

LANCASTER REAL ESTATE GROUP, LLC

Dated as of September 12, 2016

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## FEE-IN-LIEU OF TAX AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of September 12, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), RV-IMAGITAS LLC, a North Carolina limited liability company ("Sponsor"), and LANCASTER REAL ESTATE GROUP, LLC, a North Carolina limited liability company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

### WITNESSETH:

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

WHEREAS, the Companies propose to expand their technology based sales and marketing business operations in the County (the "Project"); and

WHEREAS, the Companies anticipate that the Project will result in the creation of approximately 1,300 new, full time jobs and an investment of \$100,000,000 in the County; and

WHEREAS, the County Council approved on January 25, 2016 Resolution No. 0908-R2016 (the "Inducement Resolution"), an 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 expanding operations 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 encompass the terms surrounding the Project and allowing the Companies to make FILOT payments pursuant to the Act; and

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

WHEREAS, it is presently anticipated, but not required, that Sponsor will hereafter own (if not already so owned), that portion of the Project composed of personal property now or hereafter located on the Land; 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:  
RV-Imagitas LLC; Lancaster Real Estate Group, LLC; Lancaster County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:  
  
Lancaster County, see Exhibit A
3. Minimum investment agreed upon: \$100,000,000
4. Length and term of this Agreement: 30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%



6. Millage rate applicable for each year of this Agreement: 289.4 mills, the millage rate in effect on June 30, 2015
7. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Companies.
8. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Companies.
9. 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 twenty consecutive years following the year in which such portion of the Project is placed in service.
  - (d) Payment will not be modified using a net present value calculation; and
  - (e) Replacement property provisions will apply.
10. Any other feature or aspect of this Agreement which may affect the calculation of items (7) and (8) of this summary. Waived by the County and the Companies.
11. Description of the effect upon the schedules required by items (7) and (8) of this summary of any feature covered by items (9) and (10) not reflected in the schedules for items (7) and (8): Waived by the County and the Companies.
12. Which party or parties to this Agreement are responsible for updating any information contained in this summary: Waived by the County and the Companies.

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

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

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and

execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

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

*"Agreement"* shall mean this Fee Agreement by and among the County and the Companies, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of September 12, 2016.

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

*"Companies"* shall mean Sponsor and Sponsor Affiliate, collectively.

*"Company"* shall mean each of Sponsor and Sponsor Affiliate.

*"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; provided, however, that the County and the Companies specifically agree that such term shall only include property that is used for business purposes other than as retail space, hotels or restaurants. For the avoidance of doubt, the term *"Economic Development Property"* shall include restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees.

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

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

*"Existing Property"* shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and

delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) property acquired or constructed by Sponsor or Sponsor Affiliate 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 (b) modifications which constitute an expansion of Existing Property.

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

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

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

“*Investment Commitment*” shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

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

“*Jobs Commitment*” shall mean the commitment of Sponsor and Sponsor Affiliate to create jobs with respect to the Project as set forth in Section 2.02(e) of this Agreement.

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

“*Multi-County Park 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.

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



used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be "Non-Qualifying Property." The Companies agree that the real estate improvements on the Land as of the date of this Agreement shall constitute Non-Qualifying Property for purposes of this Agreement.

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

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

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

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

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

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

"*State*" shall mean the State of South Carolina.

"*Streamlined FILOT Act*" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

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

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(d) For the Project, Sponsor, along with Sponsor Affiliate, commits to an investment of at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by the Companies for real estate improvements on the land existing as of the date of this Agreement. Investments made by Sponsor Affiliate in Economic Development Property shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to invest in the Project.

(e) For the Project, Sponsor, along with Sponsor Affiliate, commits to create, not later than the end of the Investment Period, not less than one thousand three hundred (1300) new full time jobs (*i.e.*, at least thirty (30) hours per week) with health care benefits. Jobs created by Sponsor Affiliate shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to create jobs.

(f) The income tax year of Sponsor, and accordingly the property tax year, for federal income tax purposes is a 52/53 week fiscal year ending on the Saturday closest to December 31.

(g) 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.

(h) Sponsor intends to operate its portion of the Project as a part of its technology based sales and marketing businesses. The Project constitutes a "project" and "economic development property" as provided under the Act

Section 2.03. Representations and Warranties by Sponsor Affiliate. Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

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

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor Affiliate 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 Affiliate are pending or threatened against or affecting Sponsor Affiliate 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.

### 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, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

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

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

#### ARTICLE IV

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

Section 4.01. Investment by Companies in Project. For the Project, the Companies agree to invest at least One Hundred Million Dollars (\$100,000,000) in Economic Development Property by the end of the initial Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor or Sponsor Affiliate in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project.

Section 4.02. Reporting and Filing.

(a) Sponsor agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor and the County Assessor of the County and any multi-county park partner county not later than 30 days after execution and delivery of this Agreement. Each year during the term of this Agreement, each Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue

(b) (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 paragraph (a) (collectively, "Filings").

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

(c) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies,

their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

#### Section 4.03 Modification of Project.

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

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

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

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i)(1) hereof.

### ARTICLE V

#### PAYMENTS IN LIEU OF TAXES

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

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

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

(i) For the Project:



- (1) With respect to any portion of the Project consisting of 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 Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and
- (2) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 289.4 mils, the millage rate in effect on June 30, 2015, for the entire term of this Agreement, 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 given to the Economic Development Property in amounts equal to 50% of Negotiated FILOT Payments for each of the twenty consecutive years following the year in which such portion of the Project is placed in service.

(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)(1) above, as permitted by Section 4.03(a)(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 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 thirty-year FILOT period for the property which it is replacing.

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

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in

whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i)(1) 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 or Sponsor Affiliate does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the applicable 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) (1) If the Companies satisfy the Act Minimum Investment Requirement but do not satisfy either the Investment Commitment or the Jobs Commitment or both, the Companies shall be required to repay to the County a portion of the Special Source Revenue Credits received and the repayment amount shall be calculated as follows:

Repayment Amount = Total Amount of Special Source Revenue Credits Received  
minus [dollar amount of Special Source Revenue Credits received times Clawback  
Achievement Percentage]

Clawback Achievement Percentage = [(Maximum Investment Achieved During  
Investment Period / \$100,000,000) + (Number of Jobs Meeting Jobs Commitment /  
1300)] ÷ 2. *Provided, however*, that neither of the two computations may be more than  
one hundred percent (100%).

For example, and by way of example only, if the Companies satisfied the Act Minimum Investment Requirement during the Investment Period, created 1400 jobs meeting the Jobs Commitment but only achieved a maximum investment of \$90,000,000, and if the Companies had received \$1,500,000 in Special Source Revenue Credits, the Repayment Amount would be \$75,000, calculated as follows:



Clawback Achievement Percentage =  $(\$90,000,000 / \$100,000,000) + (1400 / 1300) \div 2 = (90\% + 100\%) \div 2 = 190 \div 2 = 95\%$

Repayment Amount =  $\$1,500,000 - (\$1,500,000 \times 95\%) = \$1,500,000 - \$1,425,000 = \$75,000$ .

(2) If the Companies are required to make a repayment to the County pursuant to subsection (j)(1) of this section, then the Companies are not eligible for any Special Source Revenue Credits after the end of the Investment Period.

(3) In the event that both the Investment Commitment and the Jobs Commitment are satisfied by the end of the Investment Period, but following the Investment Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Investment Commitment or the number of new, full-time jobs falls below that set forth in the Jobs Commitment, then the Companies agree that the Companies forfeit the Special Source Revenue Credit for the year in which either the Investment Commitment or the Jobs Commitment, or both, is not maintained. On or before May 31 of the year following the end of the Investment Period, and for each year thereafter that the Companies would be eligible for a Special Source Revenue Credit, the Companies shall certify to the County Auditor that the Companies have complied with the Investment Commitment and Jobs Commitment, and, to the extent that the credit would apply to a year after the end of the Investment Period, that the Companies have maintained the Investment Commitment and Jobs Commitment. If the certification is not made by, or is received after, May 31 of the applicable year, then the Companies agree that the Special Source Revenue Credits are forfeited for the then applicable year.

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

(l) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(l), "cease operations" means permanent closure of the facility. The provisions of Section 5.01(j) relating to clawback apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Companies have achieved the Investment Commitment and Jobs Commitment. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(l), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

## ARTICLE VI

### PAYMENTS BY COMPANIES

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

## ARTICLE VII

### CASUALTY AND CONDEMNATION

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

## ARTICLE VIII

### PARTICULAR COVENANTS AND AGREEMENTS

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

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

Section 8.03. Indemnification. Sponsor and Sponsor Affiliate release 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, agree that the Indemnified Parties shall not be liable for, and agree to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor and Sponsor Affiliate further agree 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 and Sponsor Affiliate shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and the Companies shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and do, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion,



hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

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

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

## ARTICLE IX

### FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such

Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

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

## ARTICLE X

### TERM; TERMINATION

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

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

Section 5.01(j) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

## ARTICLE XI

### EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies. (a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Companies:

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

(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 (a), 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 (b) 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; or

(3) a cessation of operations at the Project.

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

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

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

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Companies pursuant to Section 4.02(b)(2) and (3); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce



observance or performance of any covenant, condition, or agreement of the Companies under this Agreement.

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

## ARTICLE XII

### MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses.

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee 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 (\$1000.00).

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

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

(a) As to the County:

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

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

John Weaver  
County Attorney, Lancaster County  
101 N. Main St. (29720)  
P.O. Box 1809 (29721-1809)  
Lancaster, South Carolina  
Telephone: (803) 416 - 9426  
Fax: (803) 285 - 3361  
Email: [jweaver@lancastercountysc.net](mailto:jweaver@lancastercountysc.net)

(b) As to the Sponsor:

RV-Imagitas LLC  
ATTN: Tommy Warlick  
1101 Red Ventures Drive  
Fort Mill, South Carolina 29707  
Telephone: 704-697-1307  
Email: [twarlick@redventures.com](mailto:twarlick@redventures.com)

As to the Sponsor Affiliate:

Lancaster Real Estate Group, LLC  
ATTN: Tommy Warlick  
1101 Red Ventures Drive  
Fort Mill, South Carolina 29707  
Telephone: 704-697-1307  
Email: twarlick@redventures.com

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

Ms. Stephanie L. Yarbrough  
Womble Carlyle Sandridge & Rice, LLP  
5 Exchange Street  
Charleston, South Carolina 29401  
Phone: (843) 720-4621  
Email: styarbrough@wcsr.com

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

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

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

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

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

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

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

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

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



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

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

**RV-IMAGITAS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LANCASTER REAL ESTATE GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Land

The real property on which the Project may be located is identified below. Parcel references are to the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat").

Parcel A, 18.701 acres – Tax Map No. 0.005-00-103.08. Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

Parcel B, 11.416 acres – Tax Map No. 0005-00-103.07. Parcel B is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

Parcel C, 3.083 acres – Tax Map No. 0005-00-103.06. Parcel C is the product of the split of former Tax Map No. 0005-00-103.06.

Parcel D, 5.913 acres – Tax Map No. 0005-00-118.00. In the recombination, Parcel D is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

Parcel E, 7.416 acres – Tax Map No. 0005-00-107.00. Parcel E is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

Parcel F, 21.449 acres – Tax Map No. 0005-00-105.00. In the recombination, Parcel F is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

Parcel G, 94.374 acres – Tax Map No. 0005-00-106.00. In the recombination, Parcel G is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00.

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STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

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)

ORDINANCE NO. 2016-1406

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE REMOVAL OF PROPERTY FROM THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND CHESTER COUNTY, SOUTH CAROLINA, DATED DECEMBER 5, 2005; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

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

(a) The Council finds and determines that:

(1) the County is authorized by Art. VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks;

(2) Lancaster County, by passage of Ordinance No. 701, and Chester County, by passage of Ordinance No. 12-05-05-I, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Lancaster and Chester Counties) which provided for the two counties to develop jointly an industrial and business park (the "Multi-County Park" or "MCP"), and the agreement is dated December 5, 2005 (the "Multi-County Park Agreement" or "MCP Agreement") (Lancaster properties included, but were not limited to, the Bailes Ridge Tract, the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract) (Chester properties included the S.C. 99 Industrial Park, Oliphant Tract No. 1, Oliphant No. 2 Tract, Oliphant – Leeds Tract, Patel No. 1 Tract, Patel No. 2 Tract, Patel (Interco) Site);

(3) In 2006, Lancaster County, by passage of Ordinance No. 759, and Chester County, by passage of Ordinance No. 07-03-06, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Tyndall Tracts One and Two);

(4) In 2007, Lancaster County by passage of Ordinance No. 854, and Chester County, by passage of Ordinance No. 11-05-07, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Lancaster County to be included in the Multi-County Park (Surefin);

(5) In 2009, Lancaster County, by passage of Ordinance No. 969, and Chester County, by passage of Ordinance No. 04-06-09A, approved an amendment to the MCP Agreement and the amendment provided, among other things, for additional properties located in Chester County to be included in the Multi-County Park (Project 0822);

(6) In 2013, Lancaster County, by passage of Ordinance No. 2013-1247, and Chester County, by passage of Ordinance No. 12-02-13, approved an amendment to the MCP Agreement and the amendment provided, among other things, for the diminution of the boundaries of the Multi-County Park by the removal from it of a portion of the land associated with the Bailes Ridge Tract;

(7) The Multi-County Park Agreement, as originally approved, provides in paragraph 3(A), in part, that “[t]he boundaries of the Park may be . . . diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chester County.” The MCP Agreement also provides in paragraph 3(C) that

[p]rior to the adoption by Lancaster County Council and by Chester County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chester County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chester County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notices of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

(8) it is in the best interests of Lancaster County and its citizens to amend the Multi-County Park Agreement to diminish the boundaries of the Multi-County Park by removal from it of the land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

(b) It is the purpose of this ordinance to provide for the amendment of the Multi-County Park Agreement so as to provide for the diminution of the boundaries of the Multi-County Park by the removal from it of land associated with the Wellman Tract, the 521 Corporate Center, LLC Tract and the Six Mile Meadow Investment Associates, LLC Tract.

## **Section 2.      Approval of amendment removing property from Multi-County Park Agreement.**

The Amendment to the Agreement for the Development of a Joint Industrial and Business Park, attached to this ordinance as Exhibit A (the “Amendment”), is authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Amendment is incorporated herein by reference as if the Amendment were set out in this ordinance in its entirety. The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Amendment. The Clerk to Council is authorized to attest the execution of the Amendment by the County officials. The Amendment is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Amendment.

## **Section 3.      Conflicting provisions.**

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



**Section 4. Severability.**

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

**Section 5. Effective date.**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED**, this \_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Tentative
Second Reading:	August 22, 2016	Tentative
Public Hearing:	August 22, 2016	Tentative
Third Reading:	September 12, 2016	Tentative

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**Exhibit A to Ordinance No. 2016-1406**

**Amendment to the Agreement for the Development of a Joint Industrial and Business Park  
Lancaster County, South Carolina and Chester County, South Carolina  
Dated December 5, 2005**

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<b>STATE OF SOUTH CAROLINA</b>	)	<b>AMENDMENT TO THE AGREEMENT</b>
	)	<b>FOR THE DEVELOPMENT OF A JOINT</b>
<b>COUNTY OF LANCASTER</b>	)	<b>INDUSTRIAL AND BUSINESS PARK</b>
<b>COUNTY OF CHESTER</b>	)	<b>(Lancaster and Chester Counties)</b>

An Agreement for the Development of a Joint Industrial and Business Park, dated December 5, 2005, was entered into by and between Lancaster County, South Carolina and Chester County, South Carolina (the "Park Agreement"). Section 3(A) of the Park Agreement provides that the boundaries of the park may be diminished upon approval by passage of an ordinance by the Councils of both Lancaster County and Chester County. By passage of Ordinance No. 2016-\_\_\_\_, by the Lancaster County Council and by passage of Ordinance No. \_\_\_\_\_ by the Chester County Council, the two counties have approved the removal of property from the park as set forth in this amendment.

This **AMENDMENT** (the "Amendment") to the Park Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between the **COUNTY OF LANCASTER, SOUTH CAROLINA** ("Lancaster County") and the **COUNTY OF CHESTER, SOUTH CAROLINA** ("Chester County"), both bodies politic and corporate, political subdivisions of the State of South Carolina. Collectively, Lancaster County and Chester County are referred to as the Parties.

In consideration of the mutual agreement and benefits contained in this Amendment and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, it is agreed by the Parties to this Amendment that:

**Section 1.** The Park Agreement is amended by removing from Exhibit A Lancaster County Properties the property identified in the original Park Agreement as the Wellman Tract (4.375 acres), the 521 Corporate Center, LLC Tract (25.00 acres, Tract 1, Book 2000, Page 581), and the Six Mile Meadow Investment Associates, LLC Tract (42.634 acres, Tract 2, Book 2000, Page 581). The properties removed by this Amendment include, but are not limited to, the following tax map parcels: 0005-00-103.08; 0005-00-103.04; 0005-00-103.01; 0005-00-103.02; 005-00-103.07; 0005-00-118.00; 0005-00-103.06; 0005-00-103.05; 0005-00-103.00; 0005-00-103.03; and 0005-00-109.00.

**Section 2.** Except as expressly amended by this Amendment, the Park Agreement shall remain in full force and effect in accordance with the terms thereof.

**Section 3.** If any section of this Amendment is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Amendment which is not itself void or invalid.

**Section 4.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

SIGNATURES FOLLOW ON NEXT PAGE.

In witness whereof, the Parties have executed this Amendment effective on the Effective Date.

CHESTER COUNTY, SOUTH CAROLINA

Attest:

\_\_\_\_\_  
Shane Stuart, County Supervisor  
\_\_\_\_\_, 2016

\_\_\_\_\_  
, Clerk to Council

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council  
\_\_\_\_\_, 2016

Attest:

\_\_\_\_\_  
Steve Harper, Secretary, County Council  
\_\_\_\_\_, 2016

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2016-1407

**AN ORDINANCE**

**TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH JANUARY 11, 2016, SO AS TO ADD TO THE AGREEMENT PROPERTIES LOCATED IN LANCASTER COUNTY (PROJECT STREETCAR); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

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

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park");

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, Resolution No. 0903-R2015 enacted on December 14, 2015, and Ordinance No. 2015-1381 enacted on January 11, 2016, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, Ordinance No. 15-16-10 enacted on December 16, 2015, and Resolution No. 2016-01 enacted on January 6, 2016, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 with Exhibits Updated Through January 11, 2016 (the "Amended and Restated Park Agreement"); and



(4) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

**Section 2. Approval of amendment.**

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/F. Properties included pursuant to Lancaster County Ordinance No. 2016-\_\_\_\_, enacted on \_\_\_\_\_, 201\_\_\_\_, and Chesterfield County Resolution No. 2016-\_\_\_\_, enacted on \_\_\_\_\_, 2016:

**521 Corporate Center**

**Tax Map No.**

**Owner**

0005-00-103.00

521 Corporate Center LLC

0005-00-103.02

Lancaster County Water and Sewer District

0005-00-103.03

Indian Land Hotel Partners LLC

0005-00-103.05

Sharonview Federal Credit Union

0005-00-109.00

Well Associates LLC

0005-00-103.08

Lancaster Real Estate Group

This is Parcel A on the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat") and Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

0005-00-103.07

Lancaster Real Estate Group

This is Parcel B on the Recombination Plat and it is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

0005-00-103.06

Lancaster Real Estate Group

This is Parcel C on the Recombination Plat and it is the product of the split of former Tax Map No. 0005-00-103.06.

0005-00-118.00

Lancaster Real Estate Group

This is Parcel D on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

0005-00-107.00

Lancaster Real Estate Group

This is Parcel E on the Recombination Plat and it is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

0005-00-105.00

Lancaster Real Estate Group

This is Parcel F on the Recombination Plant and it is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

0005-00-106.00

Lancaster Real Estate Group

This is Parcel G on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00./

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

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

**Section 4.      Conflicting provisions.**

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

**Section 5.      Severability.**

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

**Section 6.      Effective Date.**

This ordinance is effective upon third reading.

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And it is so ordained, this \_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	August 8, 2016	Tentative
Second Reading:	August 22, 2016	Tentative
Public Hearing:	August 22, 2016	Tentative
Third Reading:	September 12, 2016	Tentative

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## Agenda Item Summary

Ordinance # / Resolution#: 2016-1410

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: August 8, 2016 (County Council Meeting)

### **Issue for Consideration:**

This is a rezoning application of Sergey Kalashnik to rezone  $\pm 0.6$  acres from R-30, Low Density Residential/Agricultural District to B-2, Community Business District. The applicant is proposing a used car lot.

The property is located at 4309 Great Falls Hwy.

### **Points to Consider:**

The facts and findings of this report show that the property is designated as Rural Living on the Future Land Use map. Rural Living is a community type that includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded conservation subdivisions whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. As stated above, the property is  $\pm 0.6$  acres and the applicant lives adjacent to the subject property. Dense woods are located across the road and south of the subject property. Other commercially zoned properties are located approximately 700 feet south of the subject property and north of the subject property at the intersection with Major Evans Road. Highway 200 is a state highway and major thoroughfare in Lancaster County.

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

### **Council Options:**

To approve or deny this rezoning request.

### **Recommendation:**

It is the recommendation of the planning staff that the rezoning request for the property located at 4309 Great Falls Hwy. be **APPROVED**.

At the Lancaster County Planning Commission meeting on Tuesday, July 19, 2016 the Commission voted to **APPROVE** the rezoning application of Sergey Kalashnik by a vote of (7-0).

The entire background information was presented to the Planning Commission and copies may be obtained on the Planning Department's website under Planning Commission Agendas and Minutes.



Date of 1<sup>st</sup> Reading: 8-8-16  
\_\_Approved \_\_Denied \_\_No Action

Date of 2<sup>nd</sup> Reading: 8-22-16  
\_\_Approved \_\_Denied \_\_No Action

Date of 3<sup>rd</sup> Reading: 9-12-16  
\_\_Approved \_\_Denied \_\_No Action

## **PLANNING STAFF REPORT: RZ-016-005**

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### **I. FACTS**

#### **A. GENERAL INFORMATION**

***Proposal:*** This is a rezoning application of Sergey Kalashnik to rezone  $\pm 0.6$  acres from R-30, Low Density Residential/Agricultural District **To** B-2, Community Business District. The applicant is proposing a used car lot.

***Property Location:*** The property is located at 4309 Great Falls Hwy.

***Legal Description:*** TMS # 0107-00-046.00

***Zoning Classification:*** Current: R-30, Low Density Residential/Agricultural District

***Voting District:*** District 4, Larry Honeycutt

#### **B. SITE INFORMATION**

***Site Description:*** The property consists of  $\pm 0.6$  acres and is located on the east side of Great Falls Hwy. It is approximately 1,000 ft. south of the intersection with Major Evans Rd. A small garage is currently located on the subject property.

#### **C. VICINITY DATA**

***Surrounding Conditions:*** The adjacent properties are all zoned R-30, Low Density Residential/Agricultural District. The applicant lives on the adjacent parcel to the north of the subject property. There are B-2 properties located approximately 700 ft. away from the subject property on the west side of Great Falls Hwy.

#### **D. EXHIBITS**

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Future Land Use Map
5. Tax Inquiry Sheet
6. UDO Section 4.1.27 & Adjacent Signatures
7. Table of Uses – B2

### **II. FINDINGS**

#### **CODE CONSIDERATIONS**

**The R-30, Low Density Residential/Agricultural District,** is designed to accommodate single-family residential developments (not including manufactured

Date of 1<sup>st</sup> Reading: 8-8-16  
\_\_\_Approved \_\_\_Denied \_\_\_No Action

Date of 2<sup>nd</sup> Reading: 8-22-16  
\_\_\_Approved \_\_\_Denied \_\_\_No Action

Date of 3<sup>rd</sup> Reading: 9-12-16  
\_\_\_Approved \_\_\_Denied \_\_\_No Action

housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

**The B-2, Community Business District**, is designed to accommodate small-scale independent businesses or small-scale commercial centers (excluding automobile-service and repair businesses), which are oriented primarily toward retail and personal service activities. This district also serves as a transitional land use between residential areas and more intense commercial and industrial land uses. Such businesses are limited to 6,000 square feet or less of floor space. Uses appropriate in this district serve localized market areas, provide for smaller scale items not requiring large storage areas or deliveries to customers and generally do not generate high volumes of vehicular traffic. The outdoor storage or display of merchandise, materials or inventory is prohibited except for the storage or display of plant and garden supplies, farmer's markets and open air markets. Such areas shall be screened with a Type 3 Buffer yard when adjacent to a residential district or use, and all such areas shall be located completely behind the rear of the building. No storage area shall be allowed in any required or not required front or side yard.

### III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Rural Living on the Future Land Use map. Rural Living is a community type that includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded conservation subdivisions whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. As stated above, the property is ±0.6 acres and the applicant lives adjacent to the subject property. Dense woods are located across the road and south of the subject property. Other commercially zoned properties are located approximately 700 feet south of the subject property and north of the subject property at the intersection with Major Evans Road. Highway 200 is a state highway and major thoroughfare in Lancaster County.

### IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 4309 Great Falls Hwy. be **APPROVED**.

Date of 1<sup>st</sup> Reading: 8-8-16      Date of 2<sup>nd</sup> Reading: 8-22-16      Date of 3<sup>rd</sup> Reading: 9-12-16  
\_\_Approved \_\_Denied \_\_No Action    \_\_Approved \_\_Denied \_\_No Action    \_\_Approved \_\_Denied \_\_No Action

## **V. RECOMMENDATION FROM PLANNING COMMISSION MEETING**

At the Lancaster County Planning Commission meeting on Tuesday, July 19, 2016 the Commission voted to **APPROVE** the rezoning application of Sergey Kalashnik by a vote of (7-0).



Location Map RZ 015-005



Lancaster  
County  
South Carolina

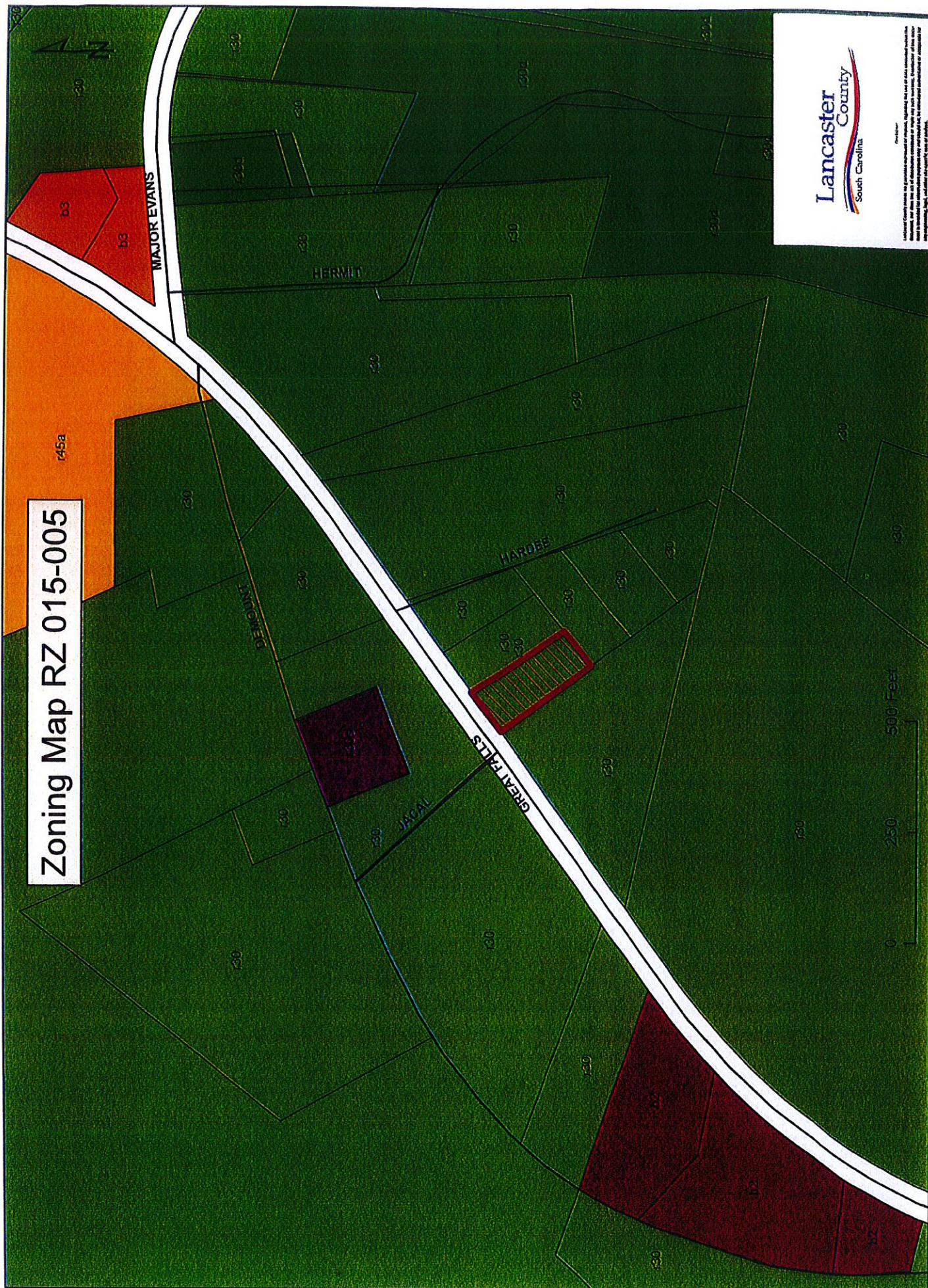
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**Zoning Map RZ 015-005**



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This is a detailed land use map for Lancaster County, South Carolina, titled "Future Land Use Map RZ 015-005". The map displays various land use zones, including "TRANSITIONAL" (orange), "RURAL LIVING" (light green), "HERMIT" (light blue), "JACAL" (dark blue), "DEMOMUNITION" (yellow), and "HERMIT" (light blue). A specific area is highlighted in red with diagonal hatching. The map includes a north arrow, a scale bar (0 to 500 feet), and the Lancaster County logo. A disclaimer at the bottom states: "Lancaster County does not warrant the accuracy of the information presented on this map. The user of this map assumes all liability for any errors or omissions. The map is for informational purposes only and should not be used for any other purpose." The map also shows major roads like "MAJOR EVANS" and "GREAT FALLS".

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1410

COUNTY OF LANCASTER

)

)

**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SERGEY V. KALASHNIK, LOCATED AT 4309 GREAT FALLS HIGHWAY FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO B-2, COMMUNITY BUSINESS DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Sergey V. Kalashnik applied to rezone property located at 4309 Great Falls Highway from R-30, Low Density Residential/Agricultural District to B-2, Community Business District.

(b) On July 19, 2016, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to B-2, Community Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0107-00-046.00

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon third reading.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 8-8-16	Tentative
Second Reading: 8-22-16	Tentative
Third Reading: 9-12-16	Tentative

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## Agenda Item Summary

Ordinance # / Resolution#:	Grant Information
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	July Public Safety Meeting August 8, 2016 Council Meeting

### **Issue for Consideration:**

Federal Justice Assistance Grant program for 2016.

### **Points to Consider:**

This is an annual, formula driven, non-competitive 100% grant through the Justice Department.

The Sheriff determines what capital items the money would be best used for.

A Public Comment section (not a full Public Hearing) will be part of the Council meeting.

The grant abstract is attached as information.

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

Total grant award of \$22,107. Items to be procured include:

Laptop computers - \$5,307

Simunition (training ammunition) - \$4,800

SWAT Training - \$7,500

Crime Scene Camera - \$4,500

### **Council Options:**

Council may vote to accept the recommendation of the Sheriff or ask him to reconsider the entire package;

Council may not amend the selections or amount.

### **Staff Recommendation:**

Accept the recommendations.

### **Committee Recommendation:**

Presented as information to the Committee for such advice they may desire to give full Council.

## ABSTRACT

**Applicant's Name:** Lancaster County Sheriff's Office

**Title of Project:** Law Enforcement Technology, Special Weapons and Tactics Team Improvement Training and Equipment Project

**Goals of Project:** Purchase equipment to provide them with equipment needed to perform their jobs and also to purchase items so that all Officers have the same equipment (laptops) while performing their daily duties on the beat. Provide the Special Weapons and Tactics Team training to improve their responses and preparedness for critical incident responses. Purchase Simunitions to use during training.

Goals to achieve with the purchase of equipment: 1) High quality digital camera for one of the Crime Scene Investigators so that he can photograph evidence, scenes, property and etc that could be used in court. This camera will be used to improve evidence photographs for arrest and prosecution. 2) We have several laptops that our patrol division uses that have needed repairs and because of their age, it has been more cost efficient to replace them rather than spend lots of money just to repair. So, with these laptops, we will be able to continue to provide all officers with a laptop to use while out on their beat. 3) Simunitions are to be used during training for more realistic scenarios.

Goal to be achieved with Special Weapons and Tactics Team (SWAT) Improvement Training: 1) Provide SWAT with training that will improve their responses and better prepare them for critical incident responses.

**Strategies to be used:** The Sheriff's Office will follow the procurement procedures and will either bid or purchase the needed equipment under state contract (if available) to ensure that we receive the best possible equipment for the most competitive price. Once purchased, the equipment will be issued to the officers that are in need of the specific equipment. This equipment will be documented as to which officer has been assigned to the specific equipment.

**Project Identifiers:** Computer software/hardware, Crime Laboratory, Officer Safety, Violence School Violence, Violent Crime

## 2016 JAG Budget

Laptops (6)	\$5,307.00
Simunitions	\$4,800.00
Special Weapons and Tactics Team Improvement Training	\$7,500.00
Crime Scene Camera with accessories (Flash, lens, cords, speed light, batteries, memory cards and case)	\$4,500.00

**Grand Total     \$22,107.00**

## Program Narrative

Like many other agencies across South Carolina and nation, the Lancaster County Sheriff's Office has been impacted by the tough current economic conditions. The state has reduced funding for the State Law Enforcement Division which is an assisting agency to local law enforcement agencies like the Lancaster County Sheriff's Office. In addition, the state has also reduced the funding being provided to local government as well. However, the state and federal government continues to mandate local law enforcement to perform more and more functions. As a result, Lancaster County Sheriff's Office has been forced to do more with less. These circumstances have forced the Sheriff's Office to reduce from its budget much needed equipment. Below is a list of equipment needs, which will be obtained with the funds by this grant.

### Laptops:

Five (6) laptops will be purchased with the funds. The main goal to achieve with the purchase of laptops is to equip the officers with the needed equipment to be efficient. Having the laptops, the officers, investigators and/or command staff will have internet access to motor vehicle records, previous reports filed thru our office, access to other reports filed within the state and all other "law enforcement websites" that they can use via internet ,while on the beat. Also with these laptops, reports will be able to be completed and submitted by the officers while on the street, instead of the officers having to come into the office to submit the reports. This again is more efficient and it keeps more officers on the road versus officers in the station doing paperwork.

### Crime Scene Camera:

A digital high definition camera and accessories will be ordered. This camera will be used by a Crime Scene Investigator so that he can document crime scenes, evidence and lab results to be produced during court. Having this high definition camera will produce very detailed photos and by using different camera flashes and lens, it will provide more realistic photographs.

### Simunitions:

Simunitions will be ordered so that officers receive the most effective close range, reality based training. By using Simunitions during training, they receive in depth, hands on scenario based training. This gives critical experience to the officers and using the training aides and Simunitions makes it very realistic and also officer safe.



### Special Weapons and Tactics Team (SWAT) Improvement Training:

Our SWAT Team will attend or Host training designed to help build critical skills that officers acting as first responders need to effectively respond to mass consequence events (Active Shooter), including criminal acts dealing with the unknown, violent extremism, and critical incident response. This training would include guidelines and resources to address issues such as using a system of command to achieve a coordinated and effective incident response.

In conclusion, it is with great appreciation that these direct grant funds are being made available to the Lancaster County Sheriff's Office. These funds will be used to purchase much needed equipment so that we can provide efficiency to the officers and our citizens. Protecting and serving our citizens and officer safety is a priority that we strive to meet on a daily basis.

## Review Narrative

The Lancaster County Sheriff's Office made the JAG application available for review on 6/30/2016 to the Lancaster County Administrator. He will present it to the Public Safety Council for its review and comment on 7/12/2016 and once approved, it will be presented to Lancaster County Council Members (Governing Body) on 8/8/2016.

On 8/8/2016 this will also be presented for public review and comments.

Once the County Council approves the application, we will provide BJA with the approval date in writing.

10b. Agenda Item;

July 18, 2016 Jack Estridge Comments – Avondale 2015-1369 PDD-21.

***Mr. Chairman, I make a motion to rescind the approved “Renewal of Ordinance 2015-1369” on June 13 by a vote of 6 to 1. For the following reasons:***

- 1. The motion was improper and absurd. Improper because it violated Robert’s Rules of Order, Chapter Ten, Section 38, page 336, line 2 which I am reading from the book “If a “MOTION” is MADE and disposed of without being adopted, ....”. Absurd because you can only renew a motion that was made. Mr. Weaver’s idea that you can make a motion to “renew an Ordinance” cannot be found in Robert’s Rules of Order and such an attempt to use this process to force the issue is absurd.***
- 2. The minutes from the January 11 meeting and Mr. Weaver admit there was no motion made. He stated in his June 13<sup>th</sup> summary – The passage of a motion to rescind either 1369 or 1370 would have the effect of cancelling Council’s 1<sup>st</sup> reading passage of both ordinances, because there was no action taken by Council during the 2<sup>nd</sup> reading. Therefore a motion to renew Ordinance 1369 is out of order.***
- 3. I have searched the Table of Contents and the Index and the word “ordinance” is nowhere in this book, nowhere.***

***I believe failure to address this breach of Council’s adopted procedures would be grounds for litigation for which as a member of Council - I have standing . Please follow the Council’s Parliamentary Procedures protected by UDO Section 2-50 and rescind the action of June 13.***

***Jack Estridge***

***Council member District 6***



10c. Agenda Item;

July 18, 2016 Jack Estridge Comments – Avondale 2015-1370 PDD-21.

***Mr. Chairman, I make a motion to rescind the approved “Renewal of Ordinance 2015-1370” on June 13 by a vote of 6 to 1. For the following reasons:***

- 1. The motion was improper and absurd. Improper because it violated Robert’s Rules of Order, Chapter Ten, Section 38, page 336, line 2 which I am reading from the book “If a “MOTION” is MADE and disposed of without being adopted, ....”. Absurd because you can only renew a motion that was made. Mr. Weaver’s idea that you can make a motion to “renew an Ordinance” cannot be found in Robert’s Rules of Order and such an attempt to use this process to force the issue is absurd.***
- 2. The minutes from the January 11 meeting and Mr. Weaver admit there was no motion made. He stated in his June 13<sup>th</sup> summary – The passage of a motion to rescind either 1369 or 1370 would have the effect of cancelling Council’s 1<sup>st</sup> reading passage of both ordinances, because there was no action taken by Council during the 2<sup>nd</sup> reading. Therefore a motion to renew Ordinance 1370 ~~1369~~ is out of order.***
- 3. I have searched the Table of Contents and the Index and the word “ordinance” is nowhere in this book, nowhere.***

***I believe failure to address this breach of Council’s adopted procedures would be grounds for litigation for which as a member of Council - I have standing . Please follow the Council’s Parliamentary Procedures protected by UDO Section 2-50 and rescind the action of June 13.***

***Jack Estridge***

***Council member District 6***

August 8, 2016 Agenda Item.

Motion for Council to direct the County Attorney to draft a Resolution "To acknowledge a recording error and to correct the mistake so as to authorize and approve the recording of the correct version of Ordinance No. 650, PDD-21."

This Ordinance was amended on the second and third reading (1/31/05) to include the terms of Cambridge Home's one page Agreement dated 12/27/2004. The version that was recorded is the first reading version which does not include the amendment and was a recording error.

I intend to make a motion to direct because - I remember we just went through this with the Ordinance 2015-1327 this past August. That resolution precedence is what Council should be following now and not trying to come up with some reason not to be consistent or to rewrite history, I was there and the minutes show Rudy Carter made the motion to amend and it passed 7-0 and that third reading version is the law, not what is recorded now.

Here is a comparison, the only difference I see at this point is the resolution in step number 5, and that is the reason I intend to make a motion to direct:

1. Second reading amendment voted on and passed.
  - a. Ordinance 1327 amendment made on January 26, 2015, Second reading passed. To add Section 2-105.
  - b. In comparison - Ordinance 650 amendment made on December 14, 2004, Second reading passed. To add the terms of the Cambridge Homes Dec. 27, 2004 one page Agreement letter.
2. Third reading amendment voted on and passed.
  - a. Ordinance 1327 amendment made on February 9, 2015, Third reading passed. To add Section 2-105.
  - b. In comparison - Ordinance 650 amendment made on January 31, 2005, Third reading passed. To add the terms of the Cambridge Homes Dec. 27, 2004 one page Agreement letter.
3. First reading version recorded in error.
  - a. Ordinance 1327 recorded first reading version on February 11, 2015. Does not include Section 2-105.

- b. In comparison - Ordinance 650 recorded first reading version on June 27, 2011 (when Ms. Hardin took office). Does not include the terms of the Cambridge Homes Dec. 27, 2004 one page Agreement letter.
- 4. Brought to the attention of the County Attorney on:
  - a. Ordinance 1327 was brought to the attention of the County Attorney by Councilman McCullough, who was there during the vote. This was done on July 18, 2015.
  - b. In comparison - Ordinance 650 was brought to the attention of County Attorney (via Mr. Willis) by Councilman Estridge, who was there during the vote. This was done on July 12, 2016.
- 5. Recording error was corrected by:
  - a. Ordinance 1327 recording error was corrected by RS0885 on August 24, 2015 by a single vote: "To acknowledge a recording error and to correct the mistake so as to authorize and approve the recording of the correct version of Ordinance No. 2015-1327." Passed 7-0.
  - b. In comparison - The County Attorney has some other idea about how to correct or not correct this similar ordinance recording error. Mr. Weaver said in March, 2016 the ordinance was invalid because the 2005 Council failed to amend the ordinance and now claims that it was never retyped and signed by the Chairman. (if it had been retyped and signed it would have probably been recorded properly). In comparison Ordinance 1327 was never retyped and signed either until August 2015.

According to UDO Section 2-50(8) – "In all particulars not determined by these rules. Or by law, the chair or other presiding officer shall be guided by the previous usage of Council or by parliamentary law and procedure as it may be collected from the current edition of Robert's Rules of Order Newly Revised.

***Jack Estridge***



2011 JUN 27 PM 12:41

STATE OF SOUTH CAROLINA )  
COUNTY OF LANCASTER )

Cambridge Homes  
Ansley Park-Single Family  
District, PDD-21 LANCASTER, SC  
Development Ordinance # 650

## **I. PURPOSE, AUTHORITY & JURISDICTION**

### **1.1 Purpose**

The purpose of the Ansley Park Development Ordinance ("Ordinance") is to establish certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

### **1.2 Authority**

Sections of the South Carolina Local Government Code ("Code") and Lancaster County's Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

### **1.3 Jurisdiction**

This Ordinance shall govern development of the Six Mile Creek ("Property") identified on the Master Site Plan for Ansley Park attached here to, which consists of approximately 190.87 acres more or less.

## **2. THE MASTER SITE PLAN**

The Master Site Plan proposes a residential community with an overall gross density of up to 3.5 dwelling units per acre. The community will be a mixed-use master planned residential community with non-residential and commercial components. The community may include up to 550 for-sale residential dwelling units, of which 130 shall be Single Family attached type units.

- The single-family residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall gross maximum density is maintained.
- A minimum of 130 Single Family Attached for sale units shall be located in the vicinity of Hwy 521 (Charlotte Highway), west of Six Mile Creek.

- A minimum of (20%) common open space shall be provided
- A non-residential component shall be provided in the eastern portion of the site at the entrance from Highway 521.
- Area, along Six Mile Creek may be utilized by the county for a greenway trail if desired.

The Master Plan shall serve as the official map, showing the locations of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this ordinance as established and as they may be amended under Section 7.

Cambridge Homes -- Ansley Park (PDD-21) may be expanded with additional acreage and / or land uses subject to the provisions stipulated herein.

### **3. REGULATIONS**

#### **3.1 Applicable Regulations**

Except for the following described and specific exclusions, and except to the extent an express waiver or variance is set out in this Ordinance or subsequent amendments to the Ordinance, all development shall comply with the Unified Development Ordinance, as it exists and is currently in effect as of the date of adoption of this Ordinance (PDD-21). The provisions of the Unified Development Ordinance applicable to the Property under this Section shall be referred to in this Ordinance as the Applicable Regulations. If there is a conflict between the express provisions of this Ordinance and the Applicable Regulations, the provisions of this Ordinance are intended to be controlling and shall supersede the inconsistent Applicable Regulations.

Buildings constructed within the Property shall be constructed in accordance with uniform building codes adopted by the County and their respective local amendments, as those uniform building codes may exist and be uniformly enforced Countywide at the time plans for buildings are submitted to the County for review.

With the exception of the International Building Code (IBC), the Uniform Building Code or any other State delegated programs, ordinances or authorizations that the County has agreed to enforce on behalf of the State of South Carolina, the Property shall not be subject to any future planned development ordinances adopted by the County. Furthermore, no other ordinance, code provision, regulation, or rule adopted and enforced by the County, relating to development and zoning shall be applicable to the development of all or any part of the property unless expressly made applicable by this Ordinance, as specified herein or by written consent of the Property Owner with jurisdiction over an area of the property affected by the ordinance, code provision, regulation, or rule.

#### **3.2 Amendments to the Applicable Regulations**

One or more amendments to the Applicable Regulations may be appropriate to facilitate planned developments of large acreage tracts such as the Property. If such a determination is made by the County, the County shall adopt such an ordinance considering input from the Property Owner as to the appropriate characteristics of such



an ordinance. The Property Owner may elect, at its sole and exclusive option, by written notice to County to subject some or all of the Property to all, or any one or more, future amendments or revisions to, or restatements or substitutions of, the Applicable Regulations.

### **3.3 Permits**

Permits and approvals required from governmental agencies for any development permitted by this Ordinance shall be obtained. The property shall not be substantially altered through excavation, construction of substantial structures or other activities that result in substantial changes prior to the issuance of such permits and approvals.

### **3.4 Fees**

Any fees due to the County under the Applicable Regulations in connection with any application required by or requested in accordance with this Ordinance shall be paid to the County. The fees shall be the fees generally charged by the County for similar applications filed with the County, as adopted by ordinance of uniform application throughout the County. Fees shall be paid upon submission of a signed application or notice of appeal.

### **3.5 Permitted Uses**

The uses permitted shall be those identified in Section 10 of this Ordinance.

## **4. ADMINISTRATIVE BODIES**

### **4.1 Building and Zoning Department of Lancaster County**

The Building and Zoning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to zoning under the provisions of Section 7.1.1 of the Unified Development Ordinance and as applicable, Chapters 7 and 9 of the Code of Ordinances.

### **4.2 Joint Planning Department of Lancaster County**

The Joint Planning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to land development and subdivisions of land under the provisions of Section 7.1.2 of the Unified Development Ordinance.

## **5. DEVELOPMENT APPROVAL**

All requests and procedures for development approval shall be in conformance with Chapter 20 of the Unified Development Ordinance unless otherwise specified herein. The permit issuing authority may require more information or accept as sufficient less information according to the circumstances of the particular case.



## **6. WAIVERS, VARIANCES AND APPEALS**

### **6.1 Waivers & Variances from Applicable Regulations**

Lancaster County Ordinances and State of South Carolina Statutes provide that the County may modify any requirement imposed by the County's Unified Development Ordinance or any other ordinance. The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County:

- (a) **Access of Lots** - For the purposes of the development of this Property, a variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance requiring each lot in a subdivision within the Property to abut either a dedicated public street or a private street.
- (b) **Lot Line, access to lots and flag lots**- for the purposes of the development of this property, a variance is granted from the County's Unified Development Ordinance to allow variation in the configuration of the lots and the width of each lot's minimum street frontage due to the site's topography and water features
- (c) **Block and Roadway Configuration** - A variance is granted from the County's Unified Development Ordinance to permit cul-de-sac roads as well as varying block lengths and widths, without any further approval from the County. A variance shall be granted from the minimum and maximum cul-de-sac length standards to allow cul-de-sacs of at least a minimum of 50 feet up to a maximum of 2000 feet provided that adequate fire protection criteria is maintained (e.g. required fire hydrant spacing).
- (d) **Driveways** - A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to allow the unrestricted location of driveways for residential and non-residential uses provided that they satisfy SCDOT permitting criteria. However, in no event will there be more than two (2) access points from the site to Highway 521.
- (e) **Sidewalks and Public Crosswalks** – Connectivity will be provided through the use of sidewalks to link the various areas of the site. A variance shall be granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to permit deletion of sidewalks on cul-de-sac streets only within the radial bulb area of the cul-de-sac. Sidewalks of at least four feet in width will be provided on both sides of all collector and through streets and on one side of minor streets.
- (f) **Waterbodies and Watercourses**- The water bodies within the site shall at the developer's discretion, be owned and maintained by the developer and/or the Homeowners Association rather than the owners of the adjacent lots. The petitioner retains the right to deed ownership and maintenance responsibility of all, or some of the water bodies to the Catawba Land Trust.
- (g) **Buffers** – A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to reduce or eliminate buffers between

the projects various land uses that abut one another both within the development and around the perimeter.

- h) **Parking** – Parking and loading and other requirements for each permitted use and platted lot will comply with the parking requirements of the Lancaster County Zoning Ordinance subject to the petitioner's ability to include parking spaces located within units with garages as eligible spaces meeting said requirements.
- i) **Parking** – A variance is granted from the minimum parking space requirements within the County Unified Development Ordinance and /or Subdivision Ordinance for the high volume traffic no outdoor storage permitted standard of one (1) space per 150 square feet of gross floor area and the high volume traffic outdoor storage permitted standard of one (1) space per 200 square feet of gross floor area to allowing a minimum of one (1) space per 400 square feet of gross floor area for either type of land use.
- j) **Parking** – A second parking space standards variance is granted to eliminate any additional parking requirements or additional potentially unnecessary standards for restaurants, which require parking based on proposed seating. This is requested based on an acknowledgement that the site will share parking based on the proposed mixture of uses that will be oriented towards serving the overall development with a mixture of "neighborhood service type" uses. Pedestrian scale development and full pedestrian access to the commercial village is perceived as a basis to further limit a typical B-3 parking standard for this type of development. Parking space standards for restaurants will be based on a minimum of one (1) space per 400 square feet of gross floor area since parking space areas will be shared between proposed land uses in the proposed 9.0 +/- acre commercial area.

Note: Parking space variances will not reduce or compromise the following requirements

- 1. **Parking Accessibility standards** - Standards for handicapped accessible parking will be maintained throughout the retail commercial and other required publicly accessible parking areas based on the current edition of the IBC and/or ADA requirements, whichever is more stringent and in effect at the time of the adoption of this ordinance.
- 2. **Fire Code Occupancy** - Standards for building code and fire occupancy will be adhered to based on fire code occupancy guidelines and requirements for individual uses.
- k) **Parking** – A variance is granted from the County's Unified Development Ordinance and /or Subdivision Ordinance to allow parking along private streets, drives or roadways to serve the attached, non residential and commercial areas of the development.
- l) **Minimum acreage requirements** – A variance is granted from section 13.12 (4) of the County's Unified Development Ordinance to allow a waiver from requirements stipulating that at least 20% of the development will need to be used for non-residential development. Whereas, concurrent with this requirement the



County Council has approved via first reading (10.4.04) a pending text amendment, at the time this project is being considered, certain requirement, which stipulate the following:

*A minimum of 20 percent of the gross acreage of the PDD shall be used for residential development and a minimum of 20% of the gross acreage of the development will be used for non-residential development such as commercial, office industrial, warehousing etc.*

1. Petitioner, requests a variance in anticipation of either requirement, as an alternative, in order to insure and in recognition of the fact that the Ansley Park PDD Project is providing a "mixture of land uses or components". The petitioner/developer and/or their assignees will be required to provide an increase in either total open space, non residential uses in return for a decrease in the total other commercial or non residential use areas that may be required, based on the current or proposed text amendment and interpretation of Section 13.12 (4) of the County's Unified Development Ordinance. The following process and acknowledgements for achieving this requirement, as varied herein, shall be based on the following guidelines, processes, principles and/or methods of calculation:
2. *Whereas* the Lancaster County Council approved a first reading on October 4, 2004 an amendment to Section 13.12 (4) of the County's Unified Development Ordinance PDD Section" to include text

*A minimum of 20 percent of the gross acreage of the PDD shall be used for residential development and a minimum of 20% of the gross acreage of the development will be used for non-residential development such as commercial, office industrial, warehousing etc.*

3. *Whereas* the Lancaster County Joint Planning Commission met on October 19, 2004 to discuss an update and interpretation of Section 13.12 (4) of the County's Unified Development "PDD Section" regarding specific topics as presented by staff.
4. *Whereas* on October 19, 2004 the Lancaster County Joint Planning Commission discussed interpretations of this proposed text amendment considered by the Lancaster County Council to the "PDD Section", Section 13.12 (4) of the County's Unified Development Ordinance, and as presented petitioners for PDD-20 and 21, as part of their project presentation.



5. *Whereas* the Lancaster County Joint Planning Commission took action to form sub-committees to discuss and consider various topics, as presented by staff, that may result in recommendation for further amendments to Section 13.12 (4) of the County's Unified Development Ordinance the "PDD Section".
6. *Whereas* the Lancaster County Joint Planning Commission concurrent with these actions offered interpretations to recommend that the Petitioner/Developer for PDD-21, "Ansley Park" provide a minimum of a combined 40% nonresidential, opens space, amenity areas, trails, commercial, etc. to satisfy this requirement as described herein and as further edified in Section 13.12 (4) of the County's Unified Development Ordinance "PDD Section".
7. *Now, Therefore be it Ordained*, through these determinations that the Joint Planning Commission has recommended through their action on PDD-21 on November 16, 2004 and by the Lancaster County Council whom, by approving Ordinance 650, grants a specific project variance for PDD-21, "Ansley Park" from Section 13.12 (4) of the County's Unified Development Ordinance "PDD Section" to allow a waiver from requirements stipulating that at least 20% of the development will need to be used for non-residential development, commercial, etc., thereby allowing the following list of land uses and applicable percentages to be utilized to calculate project areas for satisfying this requirement, as hereby presented and amended for Ansley Park. Land Use Area Percentages area described in the Master Plan Development Data.
  - A. The developer may utilize common open space, passive and active recreational facilities, amenity site area and various types of trails, as a basis to achieve the non residential area (percentages) requirements.
  - B. For every percentage of total project area being considered "non-residential" use area the petitioner/developer will provide areas in either open space, passive and/or active recreational facilities, amenity site areas or various types of trails, to satisfy this requirement. It is the intent of the project to have at least 40% of non-residential use / open space.
  - C. A minimum of 20 % open space is to be provided throughout the overall project.

D. A portion of the nonresidential use area, may be reduced to an alternative land use such as single family attached or open space if the petitioner decides to reduce the amount of commercial area within the overall project

- m) One Access Subdivisions and Continuation of Adjoining Street System - because the proposed development is a large master planned community, a variation is granted to allow more than 150 dwelling units per point of access, (along each particular right of way) and to waive any requirements to extend (as applicable) any existing streets on abutting tracts into the project site, provided that adequate fire protection and emergency response criteria are maintained.
- n) Open Space requirements – A variance is granted from section 17.1 2(b) 1. County's Unified Development Ordinance to allow a waiver from requirements stipulating that areas eligible for consideration and incorporation into the project as open space are at least fifty (50) feet in width to allow areas that are less than 50 feet in width. The Petitioner/Developer may, at their discretion, utilize floodplain acreage located within areas of the project to calculate total required project open space.
- o) Open Space requirements – A variance is granted from section 17.1 2 (a) 3. Of the County's Unified Development Ordinance to allow roadway, sidewalk and utility crossings along with any associated improvements required to construct and maintain such crossings, encroachments or facilities as areas acceptable to include in project open space calculations, since these facilities are required to provide connectivity for accessing adjacent open space areas.

6.2 Consideration of additional variances from the applicable regulations may be requested as the Property is developed. Consideration and action on any such variances may be procured under Section 7 of this Ordinance. For requests that cannot be administratively approved under Section 7, the County shall grant variances of requirements or ordinances governing development without unreasonably delaying or withholding its consent.

### 6.3 Appeals

Appeals from decisions of the Administrator or Planning Director, which are adverse to the Property Owner, may be appealed under Section 8.2 of the Unified Development Ordinance.

## 7. AMENDMENTS

### 7.1 Text Amendments

Amendments to the text of the Ordinance may be initiated by the County or the Property Owner, subject to the provisions of Chapter 18 of the Unified Development Ordinance.

### 7.2 Amendments to the Master Site Plan

The Master Site Plan is a conceptual plan for the development of the Property. In response to changes in market conditions or other circumstances, amendments may be made to the Master Site Plan. The Property Owner shall determine the need for such



changes. Changes considered, as a major zoning change or a substantial change under the Unified Development Ordinance (UDO) shall be subject to the criteria and administrative decision-making processes specified in Section 13-12.1 Administrative review Procedures and Review Process, of the UDO. Therefore, each of the changes shall be made by either the Administrator or the Planning Director in accordance with Section 7.3 below without review or approval by the County Council, Planning Commission, or any other board or commission of the County. Such changes may be made at any time. Changes in land use from those depicted on the Master Site Plan may be made in accordance with the following:

- a) A specific residential land use designation shown for a component or portion of a component on the Master Site Plan may be changed to a lesser intense type of residential type land use subject to the provisions of Section 11.2.
- b) The density of any residential land use in any separately shown use area of a Component, separated by roads, common area, boundary as shown on the Master Site Plan, or recreational area may be increased, subject to the provisions of Section 11.2.
- c) Portions of any proposed non-residential land use may be changed to common open space, passive and active recreational facilities, amenity site area and various types of trails.
- d) It is the intent of this section to allow a reduction in the total amount of non-residential area that is depicted on the master plan provided that the project has at least 40% of non-residential land use / common open space, passive and active recreational facilities, amenity site area and various types of trails, unless Council approves a reduction below this amount.
- e) A portion of any residential use may be changed to a non-residential use, subject to the provisions of Section 11.2.

**Note:** The property Owner shall be entitled to make necessary alterations to lot lines and dimensions, roadway alignments, and other alterations needed to implement any changes in land use permitted in this Section 7.2.

### 7.3 Procedure for Administrative Approval of Amendments

Any amendment proposed or approved by the Property Owner shall be submitted to the Administrator in the form of a proposed site plan or a proposed text amendment to this Ordinance or the Development Agreement. The information provided shall be sufficient to make minor technical corrections, revisions, or modifications.

The Administrator shall not unreasonably withhold or delay the approval of any such proposed amendment, and each such proposed amendment shall be executed by the Property Owner and by the Administrator on behalf of the County. In determining whether to approve a proposed site plan or text amendment (other than those that comply with Section 7.2, which must be approved), the Administrator shall consider sound land planning principles and market conditions, including the demand or desire of potential purchasers. The opinion of the Property owner as to market conditions for all purposes under this Ordinance shall be presumed correct absent manifest error. The Administrator shall deliver specific, detailed written objections to the Petitioner within fourteen (14) days of receipt of a written request for amendment. If such objections are not received by Petitioner, Petitioner shall notify the Administrator of the expiration of the 14-day period,



at which time the Administrator shall have an additional 7-days to deliver any objections to Petitioner. If such objections are not received at the end of the additional 7-day period, then consent of the Administrator to Petitioner's request shall be deemed to be granted.

Upon execution, the terms and provisions of any such amendment shall be recorded in the Real Property Records of Lancaster County, South Carolina. Appeals from decisions of the Administrator, which are adverse to the Property Owner, may be appealed pursuant to the provisions of Section 6.2.

## **8. ENFORCEMENT**

The County shall have and exercise all powers to enforce the provisions of this Ordinance as it applies to the Property as are otherwise available to enforce or remedy a violation of the County Unified Development Ordinance that occurs on territory within the County's boundary limits, including without limitation those civil and criminal enforcement powers described in the Unified Development Ordinance.

## **9. DEFINITIONS**

In this Ordinance, each of the following terms shall have the meaning assigned to it:

Administrator - the Administrator of the County or, if the County ceases to have an administrator or the County Administrator ceases to be the chief executive officer of the County, the Chief Executive Officer of the County.

Applicable Regulations - the code provisions, ordinances, rules, and regulations of the County that apply to the Property as specified in Section 3.

Assignment of Property Owner Rights - A written instrument in recordable form by which the Master Developer assigns its rights as Property Owner under this Ordinance to a single entity as sub-developer with respect to a particular Component designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the sub-developer assignee as the Master Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Component, the location where those units may be constructed within the Component, the number of units of a particular type that may be constructed within the Component, the minimum lot requirements for the Component (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All such restrictions contained within the Assignment of Property Owner Rights shall be binding upon the sub-developer designated in that Assignment of Property Owner Rights and each person who ultimately owns any real estate within the designated Component. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Component by the Master Developer.

Attached Housing - A single dwelling unit attached to another dwelling unit on one or more sides.

Civic Use - Police stations, libraries, daycare facilities, fire stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, or any other cultural, civic or social use.

Commercial Use - Business and retail establishments providing consumer services and products.

Component - any one of the development areas depicted on the Master Site Plan.

County - Lancaster County, South Carolina, a political subdivision of the State of South Carolina.

County Council - County Council of Lancaster, South Carolina or such other body that governs the County if the County Council ever ceases to exist.

County Council Chairman - the duly elected Chairman of the Lancaster County Council.

Institutional Use - Schools, religious buildings, hospitals or other care facilities, and other private or public facilities that support the community.

Internal Roadways - all roadways hereafter constructed within the Property.

Land Use Designations - the use to which a particular area of the Property may be put as shown on the Master Site Plan and described more particularly in Section 10.

Master Developer - Cambridge Homes or a successor owner to whom Cambridge Homes sells the Property to.

Master Site Plan - the conceptual master plan for the development of the Property.

Multi-Family Housing - any group of attached housing containing two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: duplexes, quadraplexes, townhouses, apartments, pinwheel products, and condominiums.

Non-Residential - uses comprised of areas that may be either profit or not for profit land uses, not including "for-sale" residential uses, which may or may not include uses such as common open space areas, passive and active recreational facilities, amenity site areas equestrian land uses, one hundred year floodplain areas, and various types of public and or private trails (eg., hiking, biking, pedestrian, equestrian, etc.).

Office Use - business, professional, service, civic, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space - any open space designated for use as Park Amenity Center Site/ Facilities, Floodway, Floodplain and/or Open Space on the Master Site Plan.

Planning Commission - the Planning Commission of the County or some other body as may succeed to the duties of the present Planning Commission.

Planning Director - the Director of the Joint Planning Department of Lancaster County, South Carolina or such other individual as may succeed the duties of the present Planning Director.



Property - all of the land comprising the Ansley Park development.

Property Owner - the Master Developer of the Property or, as to a particular Component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights.

Residential - any residential land use permitted in the Unified Development Ordinance.

Retail Use - Any use associated with the sale of consumer goods, products or merchandise.

Unified Development Ordinance - the Unified Development Ordinance of Lancaster County and Zoning Map of the County, in effect at the time of adoption of this Ordinance (PDD-14).

Village - Development Areas within the site that contain the various project components or land use designations as described within Section Ten (10) of this Ordinance.

## 10. LAND USE DESIGNATIONS

### 10.1 Overview

- (a) Petitioner proposes the development of a Planned District Development (PDD-21) on approximately 190.87 acres of land. Ansley Park, a mixed use master planned community is comprised of a combination of single family residential, multi family residential, non-residential use, and open space uses organized around an integrated development concept that utilizes a series of villages which support the various land uses described throughout this section.
- (b) Development depicted on the Master Site Plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this ordinance during the design and development and construction phases.
- (c) This proposal is intended to allow the development of a mixed-use, master planned community composed of various residential housing types located within various "Villages" or phases at the prescribed densities listed herein. Land uses, may include potential employment and commercial retail uses, single family detached housing, single-family attached housing interconnected with open space, vehicular linkages, pedestrian and equestrian trails, passive and active recreational facilities, amenity site areas, and various types of public and or private trails (eg., hiking, biking, pedestrian, equestrian, etc.).
- (d) Ansley Park is located within unincorporated Lancaster County along the eastern side of Hwy 521 and west of Henry Harris Road. The project site has approximately 1100 lineal feet of frontage along Hwy 521 with the Petitioner proposing to provide access to highway 521 in two (2) location as depicted on the



Master Site Plan. The project site has 2,400 linear feet of frontage along Henry Harris Road with two proposed entrances. Entrance locations and driveway permitting requirements along Hwy 521 and Henry Harris Road shall be subject to SCDOT design and permitting clearances.

- (e) Ansley Park will be a pedestrian friendly development with continuous open space walk ability through the use of walking trails and pedestrian connectivity to various portions of the entire development.
- (f) The site may be developed with any land use allowed in the residential zoning districts as described in the Lancaster County Unified Development Ordinance or as allowed by this ordinance in accordance with the standards established herein, and any restrictions on the Master Site Plan, except for those uses expressly prohibited below.

The site may be developed with any use allowed in the Residential districts except for the following as listed below:

- Apartments or any rental residential housing units.
  - Adult entertainment uses
  - Industrial Mining
  - Mini-Warehouse
  - Manufactured Home Type Units
  - Modular Housing
  - Pistol, Rifle, Skeet Range or Turkey Shoot
  - Motorized Race and Testing Track
  - Automobile Wrecking and/or Junk, Salvage Yard
  - Livestock Auction House
  - Rooming and Boarding House
- f) Amendments and/or modifications to the Master Site Plan and/or to the overall mixture, location and extent of any permitted land use listed herein may be made in response to changes in the marketplace or other circumstances affecting the project, provided such changes are made in accordance with the provisions outlined in Section 7, Amendments to the Master Site Plan.
  - g) The petitioner proposes to construct a mixed-use development in general conformity with the Master Site Plan with a special emphasis of providing single-family attached and detached housing product.
  - h) The maximum overall gross project density shall not exceed 3.5 dwelling units/acre (du/ac).
  - i) The 9.0+/- acre commercial Village is designated as Future Development with potential retail commercial, or single-family attached type housing units, to be developed at a future date. These areas may change based on market conditions or other circumstances affecting the project. Land uses within the commercial village will be subject to further review once the petitioner determines the timing and actual development program for these areas. Although the petitioner

recognizes that these areas will be subject to site plan review once they determine the exact nature and extent of the land use for this area, they acknowledge that the PDD-21 rezoning approval and the provisions of this Ordinance extend to and include these areas. All underlying project related lot size allocation and unit counts, density assignments and commercial square footage assignments are applicable and vested within this area of the project.

- j) The Petitioner will use their best efforts, through the development of future design standards, to articulate and or otherwise design the facades of buildings in the commercial village that front along and directly relate to the thoroughfare that passes the site. This commitment recognizes the need to create an attractive and pedestrian friendly streetscape and applies to all sites with structures, but not parking areas that directly adjoin the pedestrian areas along the 521 Highway thoroughfare and proposed entrance road that accesses the site. This will be accomplished through the use of assorted building arrangements to visually integrate buildings into the site. These measures will be achieved through the use of reduced setbacks, reduced parking requirements and other modifications to traditional land development standards in order to promote connectivity from adjacent residential areas and focus attention for proper arrival and visual recognition of the project along the Highway 521 corridor.
- k) The petitioner may place residential or office type uses within the retail buildings on the site within the commercial/retail center in order to further the mixed-use nature of the site. Residential floor area located within retail buildings will not be counted towards total allowed retail floor area located elsewhere on the site. The office space uses will be located on either level. Any such residential space shall be limited to 75% of the overall building square footage and may only be located in multistory buildings of at least 10,000 feet of total floor area. The residential component shall be located above the 1<sup>st</sup> floor and may include apartments, condos, loft style units, townhomes, etc. etc

10.2 Following are a list of the potential land uses that may be developed within the various land use designations.

#### 10.2.1 Commercial/Retail/Office

An area devoted to any retail, medical, commercial, church, civic or retail-related office use (including professional offices). Residential uses shall be permitted on floors above ground level.

#### 10.2.2 Single Family Attached

An area devoted to residential uses with the primary intent of developing for-sale single-family attached type units with densities of (7.5) dwelling units per acre, on an average. Such use shall be located within a self-contained high-density residential use area within a component separated by either a common area, recreational area, a road, or boundaries as depicted on the Master Site Plan.

#### 10.2.3 Park/Open Space

An area of open space for the use and enjoyment of the residents of the Property. Park/open space areas may have required utilities or accessory structures, nature



trails, preserved natural areas, parkland, picnic facilities, club houses, playing fields, playground equipment, tennis courts, basketball facilities, swimming facilities, meeting rooms, paved parkways providing access or other uses typically associated with parks and or open spaces.

## **11. GENERAL DEVELOPMENT STANDARDS**

### **11.1 Purpose of Development Standards**

The General Development Standards establishes restrictions applicable to all development, and shall supercede any similar requirements in the Applicable Regulations. No limitation shall apply to restrict height, setback, impervious cover, buffers, percentage of green space on a lot, or similar restriction, unless set forth in this Section 11 or Section 12 below.

### **11.2 Intensity of Development**

#### **11.2.1 Permitted Development Intensity**

Development intensity for a particular use shall not exceed the use densities set forth in this Section.

**11.2.2** The Property Owner may vary the intensity of development within any Component or village, any land use category of any Component or village or any lot mixture assignment to the various Components or villages on one or more occasions by up to thirty percent (30%) without further approval, provided the total number of overall units of residential housing within the overall project development does not increase from the maximums stipulated on the Master Plan.

**11.2.3** However, acreages of retail commercial and or retail-related office uses may decrease based on market conditions and/or a determination by the petitioner/landowner that these types of land uses may not be appropriate at this location at this time. In the event it is decided to reduce the amount of retail/commercial area, these areas can only be developed as single family attached units or open space provided that the changes are consistent with the intent of the PDD Ordinance. The development intensity shall be consistent with the Master Site Plan, which yields 130 single family attached dwelling units, with a categorical breakdown for each land use category as follows:

<b>Land Use</b>	<b>Density</b>	<b>Total No. of Acres/ Units/Facilities<sup>1</sup></b>
Single Family Attached	7.5 DUA, on average	up to a maximum of 130 Units
Total Number of Single	Family Attached Units -	130 units <sup>1,2</sup>
Single Family Detached	4.5 DUA, on average	up to a maximum of 420 Units
Total Number of Single	Family Detached Units -	420 units <sup>1,2</sup>



Commercial/Retail/Office building area	Up to 80,000 s.f.	up to a maximum of 10.0 +/- acres
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**Notes:**

<sup>1</sup> Total Unit Mix/ Unit Count – The maximum number of units specified for the various land use classifications and density categories listed above may be further modified in accordance with provisions specified in Section 11.2.2 of this Ordinance.

<sup>2</sup> Total Unit Mix/ Unit Count – Single Family Attached. The developer may reduce the number of Single Family Attached Units based on the method of calculation provided in Section 6.1. (g).

**11.2.3 Permitted Transfer of Development**

Subject to the provisions of Paragraph 11.2.1, the Property Owner may freely transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density from any component or village within the Property to any other Component or village within the Property so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase.

If any density (total number of dwelling units) allocated to a Component by an assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Component (or if a Component includes more than one use, as evidenced by approved site plans for all areas within the Component provided for a particular use the unused density shall revert to the Master Developer for allocation to any other Component.

**11.2.4 Confirmation of Development Intensity**

The Property Owner shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with Section 11.2 of this Ordinance prior to the sale or any such parcels or before building permits are issued. The certificate will state the number of dwelling units and/or the amount, in acres, that may be developed on the various tracts. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

**11.3 Dimensional Requirements**

**11.3.1 Setbacks and Yards**

A setback or yard is open space that lies between the principal or accessory building or buildings and the nearest lot line. "Setback" refers to the front yard, or the distance a building is set back from the street right-of-way line that serves as a property boundary. The purpose of the setback and yard requirements is to ensure the provision of light and open space between structures. All buildings and structures shall meet or exceed the following setback and yard requirements:

Land Use	Min. Front Setback	Min. Side Yard	Min. Rear Yard
Single Family Attached	0'*	0'*	0'*
Single Family Detached	20'	5'	30'
Commercial/ Retail/Office	75' <sup>1</sup>	0	15'
Park/Open Space	40'	20'	20'

#### Notes

<sup>1</sup> The minimum setback specified for commercial/retail office land uses is applicable to buildings fronting Highway 521. In the event that the developer decides to site plan and develop a Neo - Traditional type development as described in Section 10.1 (k), a twenty-five (25) foot front setback along Hwy 521 may be utilized to complement this type of building layout.

- "Side yard" shall refer to the separation between the side property line and the building envelope or structure, not the distance between the walls of two dwelling units. The side yard shall be measured from the property line to wall of a structure. The wall of the structure shall not include eaves, cornices, chimneys, gutters, vents and other minor architectural features, which are allowed to project up to 24" into the setback (see requirements below). "Rear yard" shall refer to the separation between the rear property line and the building envelope or structure.
- Front porches, stoops, steps, awnings, balconies may encroach 8' into the setback area.
- Decks may encroach 8' into rear yards.
- Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area. However, if chimneys do encroach, they may not be located adjacent to one another.
- HVAC equipment may encroach into side or rear yards.
- Buildings shall be at least a minimum of 10 feet apart or meet minimum separations required by building code. To address any fire protection requirements, alternative construction materials and/or techniques may be utilized to address minimum building separations, thereby mitigating this requirement.

#### 11.3.2 Building Height

The building height is the vertical distance measured from the main level (excluding basement B.F.E.) of the structure to the eave of the structure. The purpose of building height limitations is to reduce or eliminate potential conflict between low- and high-rise development and to ensure the provision of light and air as well as compatibility of scale with the surrounding environment. Structural



appendages not intended as places of occupancy or storage such as skylights, chimneys, church spires, roof structures for elevators, stairways, tanks, and heating ventilation, air conditioning or other equipment required for the operation and maintenance of the building are excluded from this height measurement. Other features identified in Section 5.6 (3) of the Unified Development Ordinance of Lancaster County shall also be exempt from these height limitations. Maximum building heights permitted are as follows:

<b>Land Use</b>	<b>Maximum Building Height</b>
Single Family Attached	45'
Single Family Detached	50'
Commercial/Retail/Office	50'
Park/Open Space	NA

Note: any building with a height exceeding 35 feet must have approval from the Chief of the Indian Land Fire Department addressing the IBC Fire Code requirements.

#### 11.3.3 Lot Size

The lot size is a measure of the surface area within the boundaries that define the lot. The purpose of lot size standards is to ensure the creation of lots that are large enough to accommodate buildings that could be used for purposes that are permissible in that land use designation. All "lots" shall have at least the minimum number of square feet (sf) indicated in the following table:

<b>Land Use</b>	<b>Minimum Lot Size<sup>1</sup> Building Footprint<sup>1,2</sup></b>
Single Family Attached	
Single Family	5,000 sf
Commercial/Retail/Office	15,000 sf
Park/Open Space	No Minimum

#### Notes:

- 1 Lot size calculation excludes road right-of-way, common open space, and floodplain area along with any other areas within a subdivision that typically are not owned by the lot owner.
- 2 Square footages specified for minimum lot size for Single Family Attached (condominium units) are designating "building footprint" area only.

#### 11.3.4 Lot Width

The lot width is the distance between the side property boundary lines that define the lot. The lot width shall be measured along a straight line connecting the points at which a line demarcating the minimum front setback intersects with the side property boundary lines. The purpose of lot width standards is to ensure the creation of lots that are not too narrow or too irregularly shaped to accommodate buildings that could be used for purposes that are permissible in that land use



designation. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single Family Attached	20' <sup>1</sup>
Single Family Detached	60'
Commercial/Retail/Office	32'
Park/Open Space	No Minimum

**Note:**

<sup>1</sup> Minimum lot dimension specified for Single Family Attached units designates building footprint area only.

#### 11.4 Buffers

Buffers shall be provided in accordance with the bufferyard requirements in Section 2.14.1 of the Unified Development Ordinance or as stipulated within the body of this Ordinance. Buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage, utility lines, roads, sidewalks, and other facilities or other uses identified in the Unified Development Ordinance. If the Property Owner can demonstrate that the topography or elevation of a development site or lot or the size of the parcel to be developed, or the presence of a greenway, floodplain, buffer or screening on adjacent property would make strict adherence to the requirements of the Unified Development Ordinance serve no meaningful purpose, the County shall waive the buffer requirements for that site.

#### 11.5 Parking

Parking shall be provided in accordance with the requirements of Chapter 11 of the Unified Development Ordinance unless specified. Single family attached units may utilize on street, garage, driveway and/or alley / parking tract areas to meet the requirements of the Unified Development Ordinance.

Commercial areas/components - Minimum - one (1) space per 400 square feet of gross leasable floor area.

Note: Parking requirements shall satisfy building code requirements for providing the minimum number of handicap accessible parking spaces based on IBC and or ADA criteria, whichever is more restrictive.

#### 11.6 Utilities

The design and construction of utilities shall be completed in time to service the residents of the property as they move in.

#### 11.7 Roadways & Traffic

The number, location and alignment of the internal roadways and any perimeter access points or entrances shown on the Master Site Plan may be modified, relocated or deleted

provided that they are constructed in conformance with the roadway design and construction criteria set forth below:

- (a) All internal roadways shall be built to the County's construction standards set forth in the Applicable Regulations except as otherwise specified in (b) through (e) of this section.
- (b) Placement and configuration of any project access or entrance points are subject to minor modifications to accommodate final site plan and architectural construction plans and adjustments required to implement the project. Project entrances may be deleted or relocated on the Master Site Plan at any time, subject to SCDOT approval, as applicable.
- (c) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res Street	20' Asphalt 22' BC/BC	40' r/w
2. Local Residential	22' Asphalt 26' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	60' r/w
4. Private Street/Drive (Single Family Attached )	20' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

Notes:

- (a) These are minimum requirements.
- (b) Parking to be allowed along private streets to serve Single Family Attached units.
- (c) Any portion of the property may have private roads or gated entrances.
- (d) All connections to SCDOT roadways will be required to meet SCDOT regulations and be approved by SCDOT.
- (e) Clear zone –unobstructed area adjacent to road /drive.
- (f) All public and private streets will be constructed with valley curb and gutter.

### 11.8 Street Lighting

Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the following criteria:

- All community street lighting within each Component shall be of uniform design and all lighting throughout the Property shall be complementary.
- The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.
- Lighting standards and overall site lighting plans shall be designed with the objective of limiting the amount of light spillage or overall light that is cast



beyond the project property lines, onto adjacent neighboring properties. This objective pertains particularly to villages or areas that may contain commercial land uses or commercial components.

Note: Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or owner to construct or install lighting anywhere on the site. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

#### 11.9 Signage

Proposed project signage /entryway monumentation package will be provided for approval during the early stages of development. As provided for within the sign regulations sections in the Lancaster County Unified Development Ordinance and in accordance with the purpose and intent of the Planned Development District (PDD) section, Petitioner requests the ability under the PDD regulations to allow project identification signs of up to 300 square feet per sign. Such copy area shall be incorporated into an architectural feature such as a wall and/or entryway monumentation that will not exceed 12 feet in height. Provisions for design flexibility allowing up to two such signs per project entrance is being requested concurrent with this amended plan development approval for Cambridge Homes. Such signage /entryway monumentation shall consist of possible brick, stone, metal or similar mixture of materials at the petitioner's discretion, that match certain architectural characteristics of the neighborhood and will be integrated as part of an overall A master signage program package. Entryway wall monumentation / signage shall be located a minimum of at least 10 feet from the right of way and placed in accordance with all required sight distance triangle requirements. Final design of these features will be submitted for approval by the Lancaster County Planning Department staff in conjunction with a proposed signage package for the overall project. Furthermore, all street signs and identifying signs for each Component, subdivision or establishment within the Property shall conform to uniform design criteria to facilitate a harmonious appearance. All freestanding signs shall be complementary in scale and appearance to the structures that they identify.

#### 11.10 Nonconformance of Existing Improvements

Any existing improvements that are not in conformance with the requirements of the Ordinance or the Applicable Regulations are entitled to protection as a nonconforming situation under Chapter 9 of the Unified Development Ordinance and shall not require any updating, retrofitting, or other modifications to bring such improvements into conformance. All existing and future improvements to a property may be demolished, removed, expanded, or otherwise altered in any manner whatsoever, so long as the demolition, removal, expansion, or alteration is completed in conformance with the requirements of this Ordinance and the Applicable Regulations.

### 12. SPECIAL REQUIREMENTS FOR CERTAIN USES OR ACTIVITIES

12.1	Ansley Park	Parking Requirements	
	Multi-Family-Attached	Chapter 11	Lancaster, SC
	Single Family-Detached	Chapter 11	Lancaster, SC
	Office Use	Chapter 11	Lancaster, SC
	Commercial/Retail Use - < 80,000 sf Total - 1 space per 400 sf		



#### **12.2 Retail Sales**

Retail sites shall have a reasonable level of architectural compatibility with adjoining residential development and shall have a reasonable level of architectural neutrality with the remainder of the Property.

#### **12.3 Models, Sales Offices, and Welcoming Centers**

Models, sales offices, and welcoming centers may be constructed and occupied prior to the completion of infrastructure with a Component and prior to the time a Component is ready for occupancy, provided all permits necessary to construct and occupy such structures have been obtained.

#### **12.4 Mass Grading & Timber Harvesting**

The Property Owner may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided any such activity is conducted in accordance with State of South Carolina DHEC requirements for sedimentation and erosion control permitting criteria.

#### **12.5 Wetlands Mitigation**

If wetland mitigation is required by the Army Corps of Engineers or the State of South Carolina, off-site land may be substituted in lieu of on-site mitigation of wetlands.

### **13. MISCELLANEOUS PROVISIONS**

#### **13.1 Effective Date**

These regulations shall become effective on January 24, 2005.

#### **13.2 Severability**

The sections, paragraphs, sentences, phrases, and clauses of the Ordinance are severable. If any provision of the Ordinance is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then, and in that event, the remainder of the Ordinance shall not be affected thereby. In lieu of each provision of this Ordinance that is illegal, invalid, or unenforceable, a provision shall be added that is as similar in terms to such illegal, invalid, or unenforceable provision as may be possible, and that is legal, valid, and enforceable.


AND IT IS SO ORDAINED this 31st day of January, 2005.

LANCASTER COUNTY COUNCIL

  
Alston DeVenny, Chairman

  
Wesley Grier, Secretary

Approved as to form and content:

  
William R. Sims, County Attorney

ATTEST:

  
Irene Plyler, Clerk to Council

1<sup>st</sup> reading: November 29, 2004

2<sup>nd</sup> reading: January 4, 2005

3<sup>rd</sup> reading: January 31, 2005

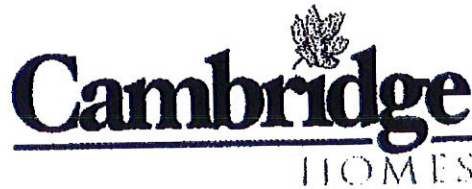
STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

Cambridge Homes  
Ansley Park-Single Family  
District, PDD-21  
Development Ordinance # 650

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## DRAFT

December 27, 2004

Chap Hurst, County Administrator  
Lancaster County  
100 South Catawba Street  
Lancaster, SC 29721

Dear Mr. Hurst,

As you are aware, Cambridge Homes has petitioned Lancaster County to rezone the approximate 190 acres comprising the White, Whiteside, Gibson, Fultz, and properties between Highway 521 and Henry Harris Road.

In order to assist the County in its current and long term public facility needs, Cambridge Homes is willing to establish a Special Tax District of \$75/home/year within this P.D.D. 21 should the project be approved by Lancaster County.

In addition, we have agreed that the builder will pay an additional permit fee of \$600.00 per dwelling unit to the Lancaster County General Fund. This fee will be paid at the time a building permit for house construction is granted.

Please accept this letter as Cambridge Homes commitment to the partnership with Lancaster County to continue to help ensure the County's future success.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Holbrooks".

Ken Holbrooks  
Cambridge Homes

## RESOLUTIONS

MOTION was made by Wayne Kersey to adopt Resolution #484 postponing the hearing on objections regarding the Ordinance authorizing the creation of the St. Katherine Improvement District is until a date and time set by the County Administrator with a minimum of 48 hours actual notice provided to the owner or owners of each lot or parcel of land against which an assessment is to be levied in the District. SECONDED by Fred Thomas. PASSED UNANIMOUSLY 7-0.

MOTION was made by Wayne Kersey to adopt the two Resolutions recognizing the outstanding accomplishments of Jennifer L. Brice of the Lancaster office of the South Carolina Probation, Parole and Pardon Services and congratulating her on being honored as the 2004 Outstanding Agent of the Year and congratulating the Lancaster Office of the South Carolina Probation, Parole and Pardon Services as being recognized as the 2004 Large Office of the Year. SECONDED by Rudy Carter. PASSED UNANIMOUSLY 7-0.

## ORDINANCE READINGS

### Ordinance #650 rezoning property on Hwy 521 & Henry Harris Road

MOTION was made by Rudy Carter to adopt 3<sup>rd</sup> reading of Ordinance #650 amending the county zoning map, specifically property located on Highway 521 and Henry Harris Road (tax map 10, parcels 4, 5, 5.01 & 8) from R-15 Moderate Density Residential/Agricultural District to Cambridge Homes, Ansley Park PDD-21, Planned Development District-21, as amended to add the language that Cambridge Homes will establish a Special Tax District of \$75.00 per home per year within that PDD and the builder will pay an additional permit fee of \$600 per dwelling unit to Lancaster County General Fund at the time a building permit for house construction is granted. SECONDED by Wayne Kersey. PASSED UNANIMOUSLY 7-0.

### Ordinance rezoning 2810 Old Pardue Road – DENIED

Penelope Karagounis advised that Lloyd's Properties, Inc., applied to rezone property located at 2810 Old Pardue Road from R-30 Low Density Residential/Agricultural to B-3 General Commercial District in order to build a convenience store, beauty shop and child care center on the property. The planning staff recommended denial because rezoning this property would not comply with the future land use map for the area. Additionally, under the R-30 regulations, the applicant can build a convenience store on the site without having the property rezoned. The Joint Planning Commission also recommended denial.

MOTION was made by Wayne Kersey to approve 1<sup>st</sup> reading of the ordinance amending the county zoning map, specifically property located at 2810 Old Pardue Road (tax map 60, parcel 34) from R-30 Low Density Residential/Agricultural to B-3 General Commercial District. SECONDED by Jack Estridge. **MOTION FAILED 3-4.** For: Wayne Kersey, Jack Estridge, Wesley Grier. Opposed: Rudy Carter, Alston DeVenny, Fred Thomas, Bryan Vaughn.

### Ordinance #653 rezoning property on US Hwy 521 & Harris Hill Roads

Elaine Boone advised that an application was made to rezone the Harris Hill Subdivision from R-30S Low Density Residential/Manufactured Housing/Agricultural District to R-30 Low Density Residential/Agricultural because property owners located in the subdivision requested that the property be rezoned. She advised that an R-30 district surrounds the property proposed to be rezoned. The Planning



Debt to Capitalization

## Open Space

1. Open space, the preservation areas, and trail systems are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final yield, product, or other project goals. The project is not intended to be used as a design, wetland, or riparian habitat, or as a riparian, wetland, or riparian buffer, (as applicable) for this project or better defined.

## Public Information

ESR Associates is not responsible for plan deficiencies created by errors or omissions or for any other information derived from public sources (such as GIS, planning and zoning departments).

## Master Plan / PDD-21 Ordinance

The preliminary master plan includes design concepts that illustrate the Petitioner's intent in terms of overall development of the site. The preliminary master plan is not intended to be used during the development review process to determine actual building footprint, lot layout, or other project components, entrance locations, or exact private street alignment. The preliminary master plan is not a regulatory document unless specific language noted on the preliminary master plan clearly indicates otherwise. For specific regulations that guide the development of this project, please refer to PDD-21 ordinance.



Spent to County  
Council for 1<sup>st</sup>  
Reading on 11/2/2004.

**ESP**  
*ESP Associates, P.A.*  
P.O. Box 7010 • Charlotte, NC 28232  
10915 Southern Loop Boulevard  
Farmville, NC 24114  
Tel 703-731-4949 • Fax 703-531-4950  
www.escanet.com and info@escanet.com

This drawing and/or the design shown are the property of ESP Associates, P.A. The reproduction, alteration, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.  
ESP Associates, P.A.

**Cambridge**  
UNIVERSITY PRESS

2300 Sardis Road North, Suite M  
Charlotte, North Carolina 28227  
P - 704.847.2533  
F - 704.847.2566

**Preliminary  
Master Plan  
PDD-21**

## Ansley Park



1 INCH = 200 FT.

PROJECT NUMBER	5C28
DRAWING NAME	5C28-Land Use.pdf
DATE	November 16, 2004
DRAWN BY	ML / LBL
CHECKED BY	PT
ESP / CLIENT REVISION	
NO. DATE BY	REVISION
1 11-16-04 ML	Adjusting Non-Residential /
	Amortizes
AGENCY / SUBMITTAL REVISION	



# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

April 04, 2016

Telephone (803) 285-6005

Fax (803) 285-6007

Mr. Larry Long  
Forestar Group  
3330 Cumberland Blvd. Suite 375  
Atlanta, Ga. 30339

## RE: ANSLEY PARK - PRELIMINARY PLAN APPROVAL

Mr. Long,

After a public hearing held before them on Tuesday February 16, 2016 the Lancaster County Planning Commission voted 5-2 to APPROVE the following preliminary subdivision plan:

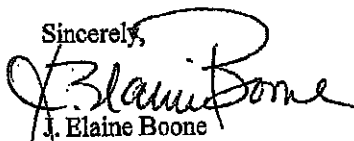
**ANSLEY PARK PRELIMINARY PLAN:** 309 single-family lots  $\pm$  155.80 acres, with a density of 1.98 dwelling units per acre. It should be noted that the associated Development Agreement, Lancaster County Ordinance 2015-1378, allows up to 309 single-family lots to be developed within this subdivision for a maximum density of 1.98 DU/AC. The subject property is zoned PDD-21, Planned Development District - Cambridge and consists of TMS # 0010-00-008.00.

At this meeting, and concurrently with approval of the Ansley Park Preliminary Plan, the Planning Commission approved the following variances within this project:

1. A variance from Chapter 13 of the Lancaster County Unified Development Ordinance, Section 13.7.9 Blocks, Section 13.7.9.1 Residential Block Length. The variance granted the standard connectivity index from 1.40 to 1.33.

Even though this application was approved by the Lancaster County Planning Commission, under Section 13.6.2.6, Appeal, of the Lancaster County Unified Development Ordinance, any person having a substantial interest in this decision can appeal this decision to Circuit Court. This appeal must be filed within 30 days after the decision of the Commission is mailed to the applicant and adjacent property owners. If an appeal were filed, this would mean the appeal would have to be submitted by the end of the day on May 05<sup>th</sup> 2016. Please contact us at 803-285-6005 if you have any questions.

Sincerely,

  
J. Elaine Boone  
Planner II

cc: Mr. Tim Coey, Vice President Bayard Group  
Mr. Brandon Pridemore, R.J. Harris & Associates  
Mr. Stephen Blackwelder, Lancaster County Fire Marshal  
Mr. Jeff Catoe, Lancaster County Public Works Director  
Mr. Kenneth Cauthen, Lancaster County Chief Zoning Officer  
Mr. James Hawthorne, Lancaster County Water & Sewer District  
Ms. Patricia Hinson, Lancaster County E-911 Coordinator  
Ms. Penelope Karagounis, Lancaster County Planning Director

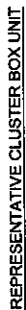
*Proud to serve the citizens of Lancaster County,  
and the Towns of Heath Springs & Kershaw*





[illegible]

## WALKING TRAIL





STATE OF SOUTH CAROLINA )

ORDINANCE NO. 2015-1327

COUNTY OF LANCASTER )

AN ORDINANCE

TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney to the roll of county employees, and

WHEREAS, it is necessary to amend the prior Ordinance and the existing Lancaster County Code of Ordinances so as to appropriately outline the status and tasks assigned to the County Attorney.

THEREFORE, the Lancaster County Code is amended to the following extent:

Section 2-101 – Selection.

The County Administrator shall appoint a qualified attorney to serve as County Attorney. The County Attorney shall serve at the pleasure and discretion of the county and the salary of the County Attorney shall be determined by the County Administrator.

Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county and has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The Office of the County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; Prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting

ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions. Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, utility district, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the county Administrator.

Section 2-105 – Other legal representation.

Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney.

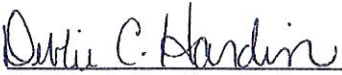
And it is so ordained, this 24<sup>th</sup> day of August, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Bob Bundy, Chair, County Council

  
\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

  
\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15  
Second Reading: 1-26-15  
Third Reading: 2-9-15

Approved as to form:

  
\_\_\_\_\_  
County Attorney



STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER )

RESOLUTION NO. 0885 -R2015

**A RESOLUTION**

**TO ACKNOWLEDGE A RECORDING ERROR AND TO CORRECT THE MISTAKE SO AS TO AUTHORIZE AND APPROVE THE RECORDING OF THE CORRECT VERSION OF ORDINANCE NO. 2015-1327.**

**WHEREAS**, on February 11, 2015, following 3<sup>rd</sup> Reading passage of Ordinance No. 2015-1327, the legislation was recorded in the office of the Lancaster County Clerk of Court (Exhibit A); and

**WHEREAS**, it has been made known to the Council that the version recorded, in fact, was the 1<sup>st</sup> Reading version rather than the final 3<sup>rd</sup> Reading version; and

**WHEREAS**, on January 12, 2015, during discussion by Council of the Ordinance, a motion was made to add an additional provision to the ordinance, that motion receiving a second and passed by Council (Exhibit B); and

**WHEREAS**, at 3<sup>rd</sup> Reading on February 9, 2015, Council reviewed and passed the version that included the provision added by the earlier motion (Exhibit C).

**THEREFORE, BE IT RESOLVED**, Council reaffirms its support for the complete 3<sup>rd</sup> Reading version of Ordinance No. 2015-1327 and approves the Clerk's recording of the correct legislative version.

**AND IT IS SO RESOLVED**

Dated this 24<sup>th</sup> day of August, 2015

**LANCASTER COUNTY, SOUTH CAROLINA**

  
\_\_\_\_\_  
Bob Bundy, Chair, County Council

  
\_\_\_\_\_  
Steve Harper, Secretary, County Council

(SEAL)

**ATTEST:**

  
\_\_\_\_\_  
Debbie Hardin, Clerk to Council



Exhibit A

FILED  
OFFICE OF CLERK  
OF COURT  
2015 FEB 11 AM 11:11  
CLERK OF COURT  
LANCASTER, SC

STATE OF SOUTH CAROLINA )

COUNTY OF LANCASTER )

ORDINANCE NO. 2015-1327

AN ORDINANCE

**TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE SELECTION, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.**

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Section 2-102 – Status as employee.

The County Attorney is an employee of the county but not an officer of the county. He has no authority except that specifically authorized by the County Administrator or County Council.

Section 2-103 – Duties.

The County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development issues; attendance at conferences and meetings; legal opinions; legal research; drafting ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. He provides legal consultation with County departments, Elected Officials, and certain Boards and Commissions. He provides labor

and employment advice on human resource issues. He is involved professionally with the SC Bar, Lancaster County Bar and the South Carolina Association of Counties.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the County Administrator.

And it is so ordained, this 9<sup>th</sup> day of February, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Bob Bundy, Chair, County Council

  
\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:


  
\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15

Second Reading: 1-26-15

Third Reading: 2-9-15

Approved as to form:

  
\_\_\_\_\_  
County Attorney



**Exhibit B**

Low Density Residential/Agricultural/Housing/Agricultural District; and to provide for other matters related thereto. Residential/Manufactured

MOTION was made by Larry Honeycutt to approve 1<sup>st</sup> Reading of Ordinance 2015-1325.  
SECONDED by Jack Estridge. Passed 7-0.

**1<sup>st</sup> Reading of Ordinance 2015-1326 amend the procurement process regarding use of brand names**

Ordinance Title: An Ordinance to amend Section 2-266 of the Lancaster County Code of Ordinances related to procurement process exemptions so as to add use of Brand Name or Equal purchase descriptions; and to provide for other matters related thereto.

MOTION was made by Brian Carnes to approve 1<sup>st</sup> Reading of Ordinance 2015-1326.  
SECONDED by Charlene McGriff. Passed 7-0.

**1<sup>st</sup> Reading of Ordinance 2015-1327 amendment to define the selection, status and duties of the county attorney**

Ordinance Title: An Ordinance to amend Lancaster County Ordinance Number 851 adopted September 24, 2007 so as to define the selection, status and duties of the attorney responsible for the County's legal issues.

Larry Honeycutt moved to approve Ordinance 2015-1327. SECONDED by Charlene McGriff.

Larry McCullough moved to amend the motion by adding Section 2-105: Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney. SECONDED by Charlene McGriff. Passed 7-0.

The main motion to approve Ordinance 2015-1327 as amended was approved by a vote of 7-0.

**1<sup>st</sup> Reading of Ordinance 2015-1328 amendment regarding temporary dependent care residences**

Ordinance Title: An Ordinance to amend Chapter 4, Conditional and Special exception Uses, Section 4.1.23 Subsection 2, Temporary Dependent Care Residences of the Lancaster County Unified Development Ordinance.

Andy Rowe reported to Council that the Planning Commission voted to approve the text amendment with the following condition: The Zoning Administrator is authorized to order the removal of the structure at the termination of the dependent care with a period of up to 90 days.

Larry Honeycutt made a MOTION to approve 1<sup>st</sup> Reading of Ordinance 2015-1328 as recommended by the Planning Commission with the condition that the Zoning Administrator is



**Exhibit C**

**STATE OF SOUTH CAROLINA**

**COUNTY OF LANCASTER**

**ORDINANCE NO. 2015-1327**

**AN ORDINANCE**

**TO AMEND LANCASTER COUNTY ORDINANCE NUMBER 851, ADOPTED SEPTEMBER 24, 2007 SO AS TO DEFINE THE APPOINTMENT, STATUS AND DUTIES OF THE ATTORNEY RESPONSIBLE FOR THE COUNTY'S LEGAL ISSUES.**

WHEREAS, during 2014, the County Council and Administrator determined that Lancaster County would best be served by the addition of an in-house attorney to the roll of county employees, and

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THEREFORE, the Lancaster County Code is amended to the following extent:

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**Section 2-102 – Status as employee.**

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**Section 2-103 – Duties.**

The Office of the County Attorney provides the delivery and coordination of legal services for the County; processing and managing tort claims; handling County litigation through direct representation or coordination of retained counsel; Prosecution of code and zoning violations and vehicle forfeitures; court appearances; representation before regulatory agencies; processing public finance and economic development tax issues; attendance at conferences and meetings; legal opinions; legal research; drafting

ordinances, resolutions, interpretation of Council rules; monitoring new legislation and compliance requirements. Provide legal consultation with County departments, Elected Officials, and certain Boards and Commissions. Provide labor and employment advice on human resource issues. Involved professionally with the SC Bar, Lancaster County Bar, SCAC, SCACA and IMLA.

Section 2-104 – Authorization required for use of other attorney.

No county agency, commission, board, department, committee, utility district, service district or fire district shall employ an attorney other than the county attorney unless specifically authorized by the county Administrator.

Section 2-105 – Other legal representation.

Notwithstanding any conflicting employee policy of Lancaster County relating to outside employment, the County Attorney shall be considered a full-time employee and shall not solicit, accept or participate in any legal representation other than that associated with the duties and responsibilities of County Attorney.

And it is so ordained, this \_\_\_\_ day of \_\_\_\_\_, 2015.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading: 1-12-15  
Second Reading: 1-26-15  
Third Reading: 2-9-15

Approved as to form:

\_\_\_\_\_  
County Attorney



August 8, 2016 Agenda Item Motion for Reconsideration according to UDO Section 8.7.10.20: *"The (Planning) Commission may reconsider any review when so requested by the governing body (Council)....."*

I would like to say that my motion for Reconsideration will not void any contract Lancaster County has with Forestar. It will not obligate Forestar to build a bridge nor change their plans for the 156 acres called Ansley Park. It will, however, allow them to satisfy their vested rights responsibility to develop this property in complete compliance with the laws of South Carolina, Council adopted Ordinance 650, the 2005 Master Plan, and the current UDO.

Right now the February 16, 2016 approved Preliminary Plan for Ansley Park does not comply with those laws and the Developer is not meeting the conditions of approval. One of the main reasons is the Planning Commission did not conduct this review in accordance with set procedures and did not follow the adopted regulations for development, this was not intentional, and they want a chance to do it correctly but they need our help. My motion, with your support, will allow the Planning Commission the opportunity to approve with the conditions that the Preliminary Plans of Ansley Park comply with the Council's adopted Ordinance 650, State law, and the current UDO.

This motion when adopted will not adversely impact any grading permits or grading plans Forestar has acquired, it will require the plans to align their streets differently to comply with UDO Section on Road System Coordination and others. Section 13.7.10.3 of the UDO reads – ***"In addition, when a parcel of land is developed, one stubbed out street shall be required to be provided to any adjacent undeveloped parcel or parcel used for a single-family home that contains a minimum of five (5) acres. These streets shall be constructed with a temporary cul-de-sac or turnaround."*** There are nine or ten adjacent parcels with 5 acres or more and the approved Preliminary shows one maybe two stubbed roads! The Planning Commission wants to correct this error not by requiring all ten but by discussing with the developer where they are really required.

This is just 1 of 10 areas of non-compliance the Planning Commission needs to address with Forestar. And this Council needs to give them the chance to sit down and discuss them for the betterment of Ansley Park, Lancaster County, and its citizens present and future.

My intention is to make a motion that the County Council requests the Planning Commission to advertise and conduct a Reconsideration review of the approved Preliminary Plans for PDD-21 Ansley Park according to Section 8.7.10.20. I believe there are other Sections of the UDO which would also authorize such action which I have not addressed in this memo.

***Jack Estridge***



## Agenda Item Summary

Ordinance # / Resolution#: N/A – Agenda Item  
Contact Person / Sponsor: Steve Willis  
Department: Administration  
Date Requested to be on Agenda: July 18, 2016

**Issue for Consideration:**

Request for item to be on the agenda for the July 18, 2016 Council meeting.

**Points to Consider:**

At the June 27<sup>th</sup> Council meeting Councilman Estridge made the following statement:

*Mr. Chairman, Listening here tonight to what all was said, especially Ms. Tanner, I think the only way to guarantee that PDD-21 is in complete compliance with State Law, Ordinance 650, the Master Plan, and the UDO is to amend the Preliminary Plan of Ansley Park. I would like to give Notice so I may be on the July Action Item Agenda for a Motion to Amend or for Reconsideration the February 9, 2016 Preliminary Plan approval SD-016-001 Ansley Park.*

Preliminary plan documents are reviewed and considered by the Planning Commission, not by County Council. Council may receive an informational copy when considering action Council must take but County Council does not approve or disapprove the Preliminary Plan for any location. Since Council has never approved the Preliminary Plan for Ansley Park there is no Council action to amend or reconsider.

Council may vote to request the Planning Commission review an action they took but the decision to undertake or not undertake any review would rest with the Planning Commission and not County Council. The Planning Commission approved the Preliminary Plan in case SD-016-001 on February 16<sup>th</sup> by a 5 to 2 vote.

**Funding and Liability Factors:**

N/A

**Council Options:**

To amend the agenda to request the Planning Commission undertake a review of the Preliminary Plan for SD-016-001 or to not amend the agenda. I would defer to the County Attorney but I am of the opinion that amending the agenda is not a problem with FOIA since Council is merely asking for a review to be considered and not taking any formal action on the matter.

**Staff Recommendation:**

None; Council's discretion.

**Committee Recommendation:**

This item has not been reviewed by a Standing Committee.



July 20, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Steve Willis  
County Administrator, Lancaster  
101 N. Main St., 2nd Floor  
Lancaster SC 29721

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or about August 2<sup>nd</sup>, the following multicast station may be added as part of Digital Broadcast in the Florence-Myrtle Beach DMA (includes Conway, Dillon/Marion/Mullins, Nichols, Florence, Hartsville, Johnsonville, Lake City, Lake View, Laurinburg, Myrtle Beach, Rowland, Surfside Beach and Lumberton, NC): WWMB D3 American Sports Network channel 1260.

On or about August 5<sup>th</sup>, temporary channels for additional Olympics programming from NBC will be available with Standard TV on channels 425 and 426.

On or about August 12<sup>th</sup>, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

On or about August 17<sup>th</sup>, 3D Channels 671-673 will no longer be available.

On or after September 1<sup>st</sup>, WZRB will be available in HD on channel 13 and 1212 in the Columbia area channel lineups.

WGN America may be repositioned from Starter TV to Standard TV.



The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in cursive script that reads "Ben Breazeale".

Ben Breazeale  
Sr. Director of Government Relations





July 6, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Steve Willis  
County Administrator, Lancaster  
101 N. Main St., 2nd Floor  
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or about July 7<sup>th</sup>, 3D Channels 671-673 will no longer be available.

On or about July 13<sup>th</sup>, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

On or about August 2<sup>nd</sup>, the following multicast station may be added as part of Digital Broadcast in the Florence-Myrtle Beach DMA (includes Conway, Dillon/Marion/Mullins, Nichols, Florence, Hartsville, Johnsonville, Lake City, Lake View, Laurinburg, Myrtle Beach, Rowland, Surfside Beach and Lumberton, NC): WWMB D3 American Sports Network channel 1260.

WGN America may be repositioned from Starter TV to Standard TV.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Breazeale".

Ben Breazeale  
Sr. Director of Government Relations  
Time Warner Cable, South Carolina

# MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, August 8 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, August 9 <sup>th</sup>	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, August 9 <sup>th</sup>	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room
Thursday, August 11 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Monday, August 22 <sup>nd</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Monday, September 12 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, September 13 <sup>th</sup>	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, September 13 <sup>th</sup>	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room
Thursday, September 15 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Monday, September 26 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....8:00 a.m..... Public Safety Committee  
 The Tuesday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....3:00 p.m. ... Infrastructure and Regulation Committee  
 The Thursday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Thursday)  
 .....4:30 p.m. ... Administration Committee  
 1<sup>st</sup> Thursday of each month .....7:00 p.m. ... Fire Commission, Covenant Street EOC Building  
 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month .....9:00 a.m. ... Development Review Committee, Council Chambers  
 2<sup>nd</sup> Tuesday of each month .....6:30 p.m. ... Zoning Appeals Board, County Council Chambers  
 2<sup>nd</sup> Tuesday of each month .....6:30 p.m. ... Recreation Commission, 260 S. Plantation  
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library  
 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) .....11:45 a.m... Health & Wellness Comm., various locations  
 2<sup>nd</sup> Tuesday .....6:00 p.m. ... Historical Commission, Library Conference Room  
 3<sup>rd</sup> Thursday of each month .....6:30 p.m. ... Community Relations Commission, County Council Chambers  
 1<sup>st</sup> Thursday of each month .....5:00 p.m. ... Planning Commission work session, County Council Chambers  
 3<sup>rd</sup> Tuesday of each month .....6:30 p.m. ... Planning Commission, County Council Chambers