

Lancaster County Council Regular Meeting Agenda

Monday, October 9, 2017

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Billy Mosteller**
4. **Approval of the agenda** */deletions and additions of non-substantive matter/*
5. **Special Presentations**
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 September 25, 2017 regular meeting – *pgs. 4-10*
 - b. **2nd Reading of Ordinance 2017-1471 regarding Authorizing the Execution of a Special Source Revenue Credit Agreement Between Lancaster County, Danny Simpson and Simpson Electric Company**

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, Danny Simpson And Simpson Electric Company Providing For Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Passed 6-0 at the September 25, 2017 County Council Meeting. - Jaime Gilbert – pgs. 11-31*
8. **Non-Consent Agenda**
 - a. **1st Reading of Ordinance 2017-1477 regarding Authorization of Special Source Revenue Credit Agreement with Unique USA, Inc.**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Unique USA, Inc., Providing For, Among Other Things, Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jamie Gilbert – pgs. 32-54*

- b. **2nd Reading of Ordinance 2017-1469 regarding Amending the County Code Concerning the Activities Of Peddlers – Amendment needed**
Ordinance Title: An Ordinance To Amend The Lancaster County Code Of Ordinances By The Addition Of Chapter 23, Article Five, So As To Define And Identify The Lancaster County Regulations Concerning The Activities Of Those Persons Identified As Peddlers, Hawkers And Solicitors. – *(Favorable Recommendation – Public Safety Committee) Passed 6-0 at the September 25, 2017 County Council Meeting. – Steve Willis – pgs.55-57*
- c. **2nd Reading of Ordinance 2017-1470 regarding an Amendment to the FY 2017-2018 Budget**
Ordinance Title: An Ordinance To Amend Ordinance No. 2017-1447, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018 (FY 2017-2018), To Further Provide For Revenues And Expenditures During The Fiscal Year. – *(Favorable Recommendation – Administration Committee) Passed 6-0 at the September 25, 2017 County Council Meeting. – Kim Hill – pgs. 58-60*
- d. **1st Reading of Ordinance 2017-1472 regarding Rezoning Property of Fred Brackett**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Fred Brackett, Located At 2648 Charlotte Hwy, From LDR, Low Density Residential District To GB, General Business District. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 61-68*
- e. **1st Reading of Ordinance 2017-1473 regarding Rezoning Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Sarah Ruth Mahaffey, Represented By Jeffery Humphries, Located At 3420 Heyward Hough Road, From RR, Rural Residential District To RN, Rural Neighborhood District. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 69-76*
- f. **1st Reading of Ordinance 2017-1474 regarding Rezoning Property of Stephen W. Moore**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Owned By Stephen W. Moore, Located At 828 Westwind Lane, From MDR, Medium Density Residential District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 4-2. – Penelope Karagounis – pgs. 77-84*
- g. **1st Reading of Ordinance 2017-1475 regarding Rezoning Property of Zimmer Ventures LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Zimmer Ventures, LLC (Bernard Zimmer) Located At 429 Marvin Road From NB, Neighborhood Business District To GB, General Business District. – *Planning Commission recommended approval by a vote of 6-0. – Penelope Karagounis – pgs. 85-101*
- h. **1st Reading of Ordinance 2017-1476 regarding Rezoning a Portion of Property Owned by Steve and Marlena Norwood**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A 2.0 Acre Portion Of Property Owned By Steve And Marlena Norwood Located At 1929 Brady Road From RR, Rural Residential District To RUB, Rural Business District. –

9. Discussion and Action Items

- a. Nomination for appointment to the Joint Recreation Commission – Kershaw representative approved by Kershaw Town Council
 - Marty Tiller
- b. Nominations for appointment to the Health and Wellness Commission
 - Jessica Beard recommended by Springs Memorial Hospital as the hospital representative
 - Chris Bundrick recommended by USC-L as the USC-L representative
- c. Nomination for appointment to the Board of Zoning Appeals for District 2 – *pg. 119*
 - Kemesha Lowery to fill an unexpired term until 6/30/2019
- d. Nomination for appointment to the Board of Assessment Appeals for District 2 – *pgs. 120-121*
 - Marylene Stover to fill a term ending 6/30/2019

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

11. Miscellaneous Reports and Correspondence

- a. Charter Communications – *pgs. 122-123*

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

13. Executive Session

14. Calendar of Events – *pg. 124*

15. Adjournment

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

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

Members of Lancaster County Council
Steve Harper, District 5, Chairman
Charlene McGriff, District 2, Vice Chairwoman
Larry Honeycutt, District 4, Secretary
Brian Carnes, District 7
Jack Estridge, District 6
Terry Graham, District 1
Billy Mosteller, District 3



Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Tuesday, September 25, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Chelsea Gardner, Kimberly Hill Veronica Thompson, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

Vice-Chairwoman Charlene McGriff called the regular meeting of Council to order at 6:00 p.m.

Welcome and Recognition/Pledge of Allegiance and Invocation

Vice-Chairwoman welcomed everyone to the meeting. Council member Terry Graham led the Pledge of Allegiance to the American Flag and delivered the invocation.

Approval of the agenda

Larry Honeycutt moved to approve the agenda. Seconded by Brian Carnes. Council approved the agenda by a vote of 6-0.

Citizens Comments

No one came forward for citizens comments.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item a, Item b, Item c Seconded by Larry Honeycutt. Council approved Consent Agenda Items a, b, c by a vote of 6-0.

a. Minutes of the September 12, 2017 regular meeting

b. 3rd Reading of Ordinance 2017-1467 regarding Establishment of Accommodations Tax Advisory Committee

Ordinance Title: An Ordinance To Establish An Accommodations Tax Advisory Committee And To Designate The Olde English District As The Organization Selected To Receive The Thirty (30%) Percent Portion Of The Accommodations Receipts.

c. 3rd Reading of Ordinance 2017-1468 regarding Amending the UDO in 7 Separate Instances

Ordinance Title: An Ordinance To Amend The Lancaster County Uniform Development Ordinance Through The Addition, Deletion Or Revision Of Existing Wording Within The Text Of The Present Language Contained Therein In Seven (7) Separate Instances.

Non-Consent Agenda

a. Resolution 0969-R2017 regarding Establishment of Satellite Office in Indian Land

Resolution Title: A Resolution To Approve The Establishment Of A Lancaster County Government Satellite Office In The Indian Land Section Of Lancaster County Pursuant To The Terms And Conditions Set Forth Herein And To Authorize The County Administrator To Enter Into A Lease For The County's Use And Occupancy Of The Space Identified Therewith.

Terry Graham made the motion to approve the resolution 0969-R2017. Seconded by Brian Carnes. Passed 6-0.

Larry Honeycutt would like for this to come to the I&R Committee to discuss and to go through each department and make sure that what the Council is doing is good for the County.

Vice Chairwoman, Charlene McGriff asks attorney John Weaver to explain to the Council what the process is once the Resolution is passed.

Attorney John Weaver stated "that assuming that this resolution passes (9-25-17) tonight then the Administrator will sign a letter of intent and the property owner will sign that letter of intent, it sets forth general in terms the agreement that has been reached. Provided that we pay the first month's rent and provide adequate insurance then on December 1, 2017 or perhaps sooner we will have access to the building to make whatever changes need to be made and decide who is going to go where and how things are going to be divided up. We will have the months of December and January rent free to make those changes and get the signs up and the notices on the door, those kinds of things as if it's a new business. We will have the opportunity in October and November to come to the I&R Committee and let all of those offices other than Stormwater be able to answer

the questions that you have and Kimberly Hill, budget analyst will be available to discuss the budget and the cost if any. Attorney Weaver stated that the advantage of this location is that it is already built out and there is going to be no need to add electronic connections and things like that along with more parking then we will ever use including the public. It will be a process over the next 60 days before we actually have possession of the building to make the renovations necessary.”

County Administrator stated that rent on the building. Assuming that 25% works out to be what will be done then 25% of the rent would be charged to Stormwater. For utilities it would be paid 100% out of the general fund.

b. Resolution 0972-R2017 regarding Approving the Updated 2017 Assessment Roll for the Edgewater Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Edgewater Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancastercsc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater_I_Assessment_Roll.pdf OR with the Clerk to Council)

Finance Director, Veronica Thompson stated that the next six items are approving the assessment role County six assessment districts and this allows the Auditor to collect the particular appropriate fees in order to pay for the debt.

Brian Carnes made the motion to approve Resolution 0972-R2017. Seconded by Jack Estridge. Passed 6-0.

c. Resolution 0973-R2017 regarding Approving the Updated 2017 Assessment Roll for the Edgewater II Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Edgewater II Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancastercsc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Edgewater_II_Assessment_Roll.pdf OR with the Clerk to Council)

Billy Mosteller made the motion to approve Resolution 0973-R2017. Seconded by Terry Graham. Passed 6-0.

d. Resolution 0974-R2017 regarding Approving the Updated 2017 Assessment Roll for the Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For The Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancastercsc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Sun_City_Carolina_Lakes_Assessment_Roll.pdf

Larry Honeycutt made the motion to approve Resolution 0974-R2017. Seconded by Billy Mosteller. Passed 6-0.

e. Resolution 0975-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 1 of the Walnut Creek Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 1 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancasteresc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_1_Assessment_Roll.pdf *OR with the Clerk to Council)*

Terry Graham made the motion to approve Resolution 0975-R2017. Seconded by Brian Carnes. Passed 6-0.

f. Resolution 0976-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 2 of the Walnut Creek Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 2 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancasteresc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_2_Assessment_Roll.pdf *OR with the Clerk to Council)*

Brian Carnes made the motion to approve Resolution 0976-R2017. Seconded by Larry Honeycutt. Passed 6-0.

g. Resolution 0977-R2017 regarding Approving the Updated 2017 Assessment Roll for Bond Area 3 of the Walnut Creek Improvement District, Lancaster County, South Carolina

Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 3 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. *(A copy of the Assessment Roll can be found on the County website using the following link:*

http://www.mylancasteresc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Walnut_Creek_Bond_Area_3_Assessment_Roll.pdf *OR with the Clerk to Council)*

Billy Mosteller made the motion to approve Resolution 0977-R2017. Seconded by Terry Graham. Passed 6-0.

h. Public Hearing and 3rd Reading of Ordinance 2017-1466 regarding Conveyance of Fish Hatchery Road

Ordinance Title: An Ordinance To Convey To The State Of South Carolina That Road Identified As Fish Hatchery Road That Is Utilized By The South Carolina Department Of Natural Resources (DNR) In Conjunction With Its Operation And Management Of Spring Stevens Fish Hatchery.

Brian Carnes made the motion to approve. Seconded by Jack Estridge. Passed 6-0.

There were no speakers during the public hearing.

i. 1st Reading of Ordinance 2017-1469 regarding Amending the County Code Concerning the Activities Of Peddlers

Ordinance Title: An Ordinance To Amend The Lancaster County Code Of Ordinances By The Addition Of Chapter 23, Article Five, So As To Define And Identify The Lancaster County Regulations Concerning The Activities Of Those Persons Identified As Peddlers, Hawkers And Solicitors.

Brian Carnes made the motion to approve. Seconded by Terry Graham. Passed 6-0.

County Attorney, John Weaver stated that with further discussions with the Sheriff and the Sheriff's attorney he does anticipate there being an amendment at 2nd reading. Anyone can come to your house, it's when there is a sign in your yard or in the front of the subdivision that says "do not come" if you are asked to leave you have to leave. It is only when you refuse to leave is when someone is trying to push you to buy what they are selling and you don't leave when you're asked to leave that is when the Sheriff gets involved.

j. 1st Reading of Ordinance 2017-1470 regarding an Amendment to the FY 2017-2018 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2017-1447, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2017 And Ending June 30, 2018 (FY 2017-2018), To Further Provide For Revenues And Expenditures During The Fiscal Year.

Brian Carnes made the motion to approve. Seconded by Terry Graham. Passed 6-0.

Vice-Chairwoman Charlene McGriff asked budget analyst Kimberly Hill to have in detail all of those changes noted at 2nd reading.

k. 1st Reading of Ordinance 2017-1471 regarding Authorizing the Execution of a Special Source Revenue Credit Agreement Between Lancaster County, Danny Simpson and Simpson Electric Company

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, Danny Simpson And Simpson Electric Company Providing For Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund

Larry Honeycutt made the motion to approve. Seconded by Billy Mosteller. Passed 6-0.

9. Discussion and Action Items

a. Committee Reports

1. I&R Committee – Committee Chair Larry Honeycutt

Larry Honeycutt, Chairman of the I&R Committee gave a report and stated that they discussed the animal shelter. He stated that they visited a few different animal shelters.

2. Public Safety Committee – Committee Chair Brian Carnes

Brian Carnes, Chairman of the Public Safety Committee stated that there was no report because Public Safety did not meet this month.

3. Administration Committee – Committee Chair Charlene McGriff

Charlene McGriff, Chairwoman of the Administration Committee and gave the report and stated that they discussed the recommendation by Lee Weeks which is item 9d on the agenda, the budget and the satellite office.

4. Rock Hill – Fort Mill Area Transportation Study (RFATS) update – Councilman Brian Carnes

Council member Brian Carnes stated that there are two active projects right now under the RFATS umbrella and one is the widening of Hwy 160 and the second project is work on the Marvin Road, Hwy 521 intersection. The biggest discussion in RFATS right now would be the possibility of another bridge across the Catawba River.

5. Catawba Regional Council of Governments (COG) update – Steve Willis

County Administrator, Steve Willis mentioned that August 17th was the last quarterly meeting for The Catawba Regional Council of Governments Board. The board reviewed quarterly financial statements and heard a report on two projects that have been submitted to the National Association of Government Organization for awards. They also elected new officers, former representative Jimmy Neal is Chair of the COG board. The next quarterly meeting schedule for November 30th.

b. Nominations for appointments to the Indian Land Fire Protection District

- William Parker – 1st Term (originally filled unexpired term)
- Scott McMullen to fill an unexpired term through 6/30/2020

Terry Graham made the motion to approve. Seconded by Brian Carnes. Passed 6-0.

c. Nomination for appointment as Advisor to the Historical Commission

- Fred Terry Catoe

Larry Honeycutt made the motion to approve. Seconded by Terry Graham. Passed 6-0.

d. Information only regarding entering into discussions or agreement to contract with American Financial Credit Services, Inc. in regards to collecting and/or resolving outstanding Business Personal Property (BPP) taxes

Brian Carnes made the motion to move forward with this agreement with the American Financial Credit Service, Inc. Seconded by Billy Mosteller. Passed 6-0.

e. Information only on Assistance to Firefighter grant for McDonald Green

McDonald Green's grant was approved \$1,237 local match which will use out of the grant match fund. \$24,754 in federal grant money coming to McDonald Green for total benefit to the individuals in the McDonald Green area is \$25,991.

Information only on Sheriff's Department grant for Impaired Driving Enforcement Deputy

100% grant for DUI enforcement deputy a total grant of \$157,116.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Brian Carnes. Passed 6-0. The Council meeting was adjourned at 6:53 p.m.

Respectfully Submitted:

Approved by Council, October 9, 2017

Chelsea Gardner
Deputy Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2017-1471
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY, DANNY SIMPSON AND SIMPSON ELECTRIC COMPANY PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

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

(b) Danny Simpson, individually, and Simpson Electric Company (collectively, the “Company”) is considering investing over seven (7) years, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties, in real and personal property located in the County, the cost of which is estimated to be approximately \$1,250,000 (the “Project”);

(c) the Project is anticipated to result in approximately 100 jobs of which at least 50 will be jobs that meet the County’s criteria for incentives;

(d) pursuant to Resolution No. 0961-R2017, adopted June 12, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits to the Company and detailing the terms of the provision of special source revenue credits with respect to the Project;

(e) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement by and between the County and the Company (the “SSRC Agreement”), which provides for special source revenue credits equal to fifty percent (50%) of the annual payments in lieu of tax for the first five years of the Project; and

(f) it appears that the SSRC 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 SSRC Agreement.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate the Project in the State, the SSRC Agreement is hereby authorized, ratified, and approved.

Section 3. Statutory Findings.

The Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

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

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

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

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

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

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

Section 4. Approval and Execution of SSRC Agreement.

The form, terms, and provisions of the SSRC 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 SSRC 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 SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC 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 SSRC Agreement attached to this ordinance.

Section 5. Economic Development Fund.

(A) The County Council finds that (i) by passage of Ordinance No. 2014-1260, the 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 SSRC Agreement. Specifically, it is the 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 SSRC Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance takes effect upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	September 25, 2017	Passed 6-0
Second Reading:	October 9, 2017	
Public Hearing:	October 23, 2017	(Tentative)
Third Reading:	October 23, 2017	(Tentative)

Exhibit A to Ordinance No. 2017-1471

SSRC Agreement

See attached.

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the “Agreement”) is entered into as of October 23, 2017, by and between Danny Simpson, individually, Simpson Electric Company, a North Carolina corporation (collectively with Danny Simpson, the “Company”), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”).

RECITALS

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

WHEREAS, the Company is considering the construction of a corporate headquarters facility, by construction or purchase of certain Land (as defined below), buildings, structures, appurtenances, furnishings, fixtures, machinery, apparatus, and equipment, in the County (the “Project”). The Company anticipates that the Project will result in an investment over seven (7) years of approximately One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) in the County;

WHEREAS, the Project is expected to result in the employment of approximately one hundred (100) jobs of which at least fifty (50) will be full-time jobs that meet the County’s criteria for incentives;

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

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

WHEREAS, by Ordinance No. 2017-____, enacted on October 23, 2017, Council authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Company and the County agree as follows:

ARTICLE I DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa.

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

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

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

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

“Company” shall mean, individually or collectively as the context may require, Danny Simpson, an individual, and Simpson Electric Company, a North Carolina corporation, and their respective successors and assigns, as permitted herein.

“Cost” or *“Cost of Infrastructure”* means the cost of Infrastructure incurred by the Company, whether incurred prior to or after the date of this Agreement, including, to the extent permitted by the SSRC Law, but not limited to: (i) the cost of designing, acquiring, constructing, improving or expanding the Infrastructure; (ii) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (iii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with

the acquisition, construction, and installation of the Infrastructure; (iv) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (v) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (vi) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

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

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

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

“*Full-Time Job*” means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits.

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

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

“*Land*” shall mean and refer to the real property in the County more specifically identified in the records of the County Assessor by Parcel Identification No. 0010-00-050.10 and located at 9048 Northfield Drive, Indian Land.

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

“*Park Agreement*” shall mean the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.

“*Person*” shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

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

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

“*State*” shall mean the State of South Carolina.

“*Wage Requirement*” means Seventeen Dollars (\$17.00) per hour.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

Section 2.02 Statutory Accommodation. Notwithstanding any other provision of this Agreement, the County is executing this Agreement as a statutory accommodation to assist the Company in achieving the intended benefits and purposes of the SSRC Law. The County has made no independent legal or factual investigation regarding the particulars of the Project and it executes this Agreement in reliance upon representations by the Company that this Agreement and other documents, and the Project, comply with all laws and regulations, particularly those pertinent to industrial development projects in the State. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 2.03 No County Monetary Obligations. This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

Section 2.04 Representations by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Simpson Electric Company is a corporation in good standing under the laws of the State, the Company has the power to enter into this Agreement, and by proper corporate action Simpson Electric Company has been duly authorized to execute and deliver this Agreement.

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

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

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

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

Section 2.05 Covenants of the County.

(a) The County covenants that it will from time to time and at the expense of the Company execute and deliver such further instruments, in form and substance reasonably acceptable to the County, and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; *provided, however*, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing power, or pledge the credit or taxing power of the State or any other political subdivision of the State.

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

Section 2.06 Covenants of the Company.

(a) For the Project, the Company, and each Co-Investor, agrees and commits to the number of Full-Time Jobs for the Project, paying an average hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes: (i) to have employed in Full-Time Jobs an average of not less than thirty (30) for (x) each remaining full month of the calendar year following the month in which the Company receives a certificate of

occupancy or similar type approval from the County for investments made by the Company in the Project; or (y) the six-month period ranging from July 2018 to December 2018, whichever period is later; (ii) to have employed in Full-Time Jobs an average of not less than forty (40) during the twelve month period ending December 31 of the calendar year immediately following the year in which the Company receives a certificate of occupancy or similar type approval from the County for investments made by the Company in the Project; (iii) to have employed in Full-Time Jobs an average of not less than fifty (50) during the twelve month period ending December 31 of the second calendar year immediately following the year in which the Company receives a certificate of occupancy or similar type approval from the County for investments made by the Company in the Project, and for each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit pursuant to Section 3.02 of this Agreement. The number of Full-Time Jobs shall be based on the average number of Full-Time Jobs for each month during the period in which Full-Time Jobs are measured as provided in this Section 2.06(a). The County acknowledges and agrees that in determining whether Company, or any Co-Investor, is in compliance with the provisions of this Section 2.06(a), Company, and each Co-Investor, may include in the measurement period Full-Time Jobs of the Company and any other Co-Investor in the Project.

(b) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses, *provided, however*, the maximum total reimbursement for Administrative Expenses pursuant to this subsection (b) is capped at Five Thousand Dollars (\$5,000.00).

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

Section 2.07 Indemnification. The Company releases the County, including the members of Council, and the employees, officers, and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that Indemnified Parties shall not be liable for, and agrees to hold Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person or any other liability whatsoever, including without limitation, liability under any regulatory or environmental laws, that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project, or the use thereof except to the extent such losses or damages are attributable to such Indemnified Party’s gross negligence, willful misconduct or breach of this Agreement. The Company further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities and expenses, including, but not limited to, attorneys’ fees and claims arising from such events or occurrences and arising from the performance of an Indemnified Party of any obligations of the County under this Agreement or any breach or default on the part of the Company in the performance of any

covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any grossly negligent or intentional act or negligence of, or failure to act by, the Company, or any of its agents, contractors, servants, employees, lessees or licensees, and from and against all cost, liability, and expenses, including, but not limited to, attorneys' fees incurred in or in connection with any such claim, liability, or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained in this Agreement shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of Council or any officer, agent, servant, or employee of the County in his individual capacity, and, absent bad faith, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of Council or any officer, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project or terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person or other legal entity arising out of the same and all costs and expenses, including, but not limited to, attorneys' fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; *provided*, the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

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

Credits received by the Company. Upon request of the County, the Company shall provide documentation to the County reflecting the Cost of Infrastructure.

Section 3.02 Special Source Revenue Credits.

(a) The County agrees to provide Special Source Revenue Credits to the Company for five (5) consecutive years equal to fifty percent (50%) of the Fee Payments on all investment in the Project in real and personal property. The County tax officials shall apply the Credits against the Fee Payments that would otherwise be due from the Company. The Special Source Revenue Credits begin with, and shall be applied to, the first Fee Payments due from the Company following the issuance of a certificate of occupancy or similar type approval from the County for investments by the Company in the Project. The Company, and each Co-Investor, must comply with the Jobs Commitment to receive the Credits and the amount of the Credits is subject to adjustment as provided in Section 3.02(e). The County acknowledges and agrees that in determining whether Company, or any Co-Investor, is in compliance with the provisions of the Jobs Commitment contained in Section 2.06(a), Company and each Co-Investor may include in the measurement period Full-Time Jobs of the Company and any other Co-Investor in the Project.

Example No. 1. As an example of how and when the Credits are applied, and only as an example, assume the Company is a calendar year taxpayer (January 1 through December 31), it completes construction of a facility on the Land and receives a certificate of occupancy or similar type approval from the County on June 29, 2018 to occupy and use the facility for the purposes of the Project. The County tax officials will prepare a Fee Payment bill in the fall of 2019 for the Company's real and personal property and payment will be due from the Company in January 2020 and it is this Fee Payment that will include the first of the five consecutive years of the Special Source Revenue Credits. Pursuant to the Jobs Commitment, to receive the full amount of the Credit on the Fee Payment due in January 2020, the Company will have to have had employed in Full-Time Jobs an average of not less than thirty (30) during the six-month period of July 2018 through December 2018. See Section 3.02(e) for examples of how the amount of the Credit is adjusted when the Jobs Commitment is not met.

Example No. 2. As another example of how and when the Credits are applied, and only as an example, making the same assumptions as in Example No. 1 above, but also assuming the Company has received Credits on the Fee Payments due in January 2020 (first year) and January 2021 (second year). To receive the Credit on the Fee Payment due in January 2022 (third year), the Company will have to have had employed in Full-Time Jobs an average of not less than fifty (50) during the twelve-month period of January 2020 through December 2020.

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

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

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

(e) Company agrees that the Special Source Revenue Credits for a year shall be reduced to the extent that the Company fails to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year.

Example No. 3. As an example of how the Credits are adjusted when the Jobs Commitment is not met, and by way of example only, using the assumptions contained in Example No. 1 in Section 3.02(a), assume that to receive the second year of the Credit the Jobs Commitment number is 40 jobs and the actual number of Full-Time Jobs satisfying the Jobs Commitment is 30, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due in January 2021 is \$50,000.00, then the reduction of the Special Source Revenue Credit pursuant to this subsection (e) would be calculated as follows:

Jobs Commitment for period January 2019 through December 2019: 40 Full-Time Jobs

Jobs Maintained for period January 2019 through December 2019: 30 Full-Time Jobs

Special Source Revenue Credit reduction for Fee Payment due January 2021:

$$[40 - 30] / 40 = 10 / 40 = 25\%$$

$$25\% \times \$50,000.00 = \mathbf{\$12,500.00}$$

Example No. 4. As an additional example of how the Credits are adjusted when the Jobs Commitment is not met, and by way of example only, making the same assumptions as in Example No. 1 in Section 3.02(a), but also assuming the Company has received Credits on the Fee Payments

due in January 2020 (first year) and January 2021 (second year), and to receive the Credit on the Fee Payment due in January 2022 (third year), assume the Company has to have had employed in Full-Time Jobs an average of not less than fifty (50) during the twelve month period of January 2020 through December 2020 and the actual number of jobs satisfying the Jobs Commitment is 40, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due in January 2022 is \$25,000.00, then the reduction of the Special Source Revenue Credit pursuant to this subsection (e) would be calculated as follows:

Jobs Commitment for period January 2020 through December 2020: 50 Full-Time Jobs

Jobs Maintained for period January 2020 through December 2020: 40 Full-Time Jobs

Special Source Revenue Credit reduction for Fee Payment due January 2022:

$$[50 - 40] / 50 = 10 / 50 = 20\%$$

$$20\% \times \$25,000.00: \textbf{\$5,000.00}$$

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

(g) Prior to reducing the Special Source Revenue Credits, as provided in Section 3.02(e), the County shall provide notice, in the manner provided in Section 6.05, to the Company of the proposed reduction and the County shall provide the Company the opportunity to provide additional information to the County to demonstrate compliance with the Jobs Commitment.

ARTICLE IV TITLE TO INFRASTRUCTURE

Section 4.01 Transfer of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide the Special Source Revenue Credits to the Company's successor or assignee under this Agreement; *provided, however*, that (a) such assignee must continue to make Fee Payments pursuant to the Park Agreement in the same manner and to the same extent as required of the Company; and (b) the County consents to or ratifies the assignment of this Agreement by passage of a resolution by Council, with such consent to be granted in the sole discretion of the Council.

ARTICLE V DEFAULTS AND REMEDIES

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

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

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

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

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

ARTICLE VI MISCELLANEOUS

Section 6.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, and for the benefit of, the County, shall, to the extent permitted by law, bind and inure to the benefit of the successors of the County from time to time, and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

Section 6.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company, any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 6.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provision had not been contained herein or therein.

Section 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or Council, or of the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of Council nor any official executing this Agreement shall be liable personally on the Agreement or the Special Source Revenue Credits or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 6.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent electronically and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

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

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

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

(b) as to the Company:

Simpson Electric Company
Attention: Danny Simpson, President
8916 Crump Road
Charlotte, NC 28273
Email: danny@simpsonelectricnc.com

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

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

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

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

Section 6.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto. The County hereby agrees that, to the extent allowable by law, any such amendment may be approved by passage of a resolution by Council.

Section 6.09 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

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

Section 6.11 Termination. (a) The term of this Agreement shall be from the effective date of this Agreement until December 31, 2023 unless earlier terminated pursuant to Section 3.02(f) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to this Section 6.11(b).

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

Section 6.12. Confidential Information. (a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights.

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

[EXECUTION PAGES FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

[COMPANY SIGNATURES FOLLOW ON NEXT PAGE]

SIMPSON ELECTRIC COMPANY

By: _____
Name: _____
Title: _____

Danny Simpson, individually

By: _____

County Council Agenda Item Summary

Ordinance # / Resolution#:	Ordinance No. 2017-1477
Contact Person / Sponsor:	Jamie Gilbert
Department:	Economic Development
Date Requested to be on Agenda:	October 9, 2017

Issue for Consideration:

Unique Loom is an online and business to business distributor of area rugs and home décor that has expanded its operations to Indian Land. Customers include Amazon, Wayfair, Home Depot and Wal Mart. The company leased 260,000 square feet of space at 793 Fort Mill Highway. The operation will employ 335 associates in Lancaster County over the next four years of which 245 will be new jobs. Eighty of the positions at the facility will be at wages at or above \$17.47/hour. The project will result in a capital investment of over \$4 million.

The Lancaster County Department of Economic Development (LCDED), in its recruitment of Unique Loom, offered the company a SSRC to expand its operation to Indian Land. LCDED recommended the county award the company the following:

- A Special Source Revenue Credit (SSRC) of 50% annually for five years to be applied against the company's ad valorem personal property taxes.
- A SSRC of 25% annually for ten years to be applied against the company's ad valorem real property taxes.
- The estimated cost/benefit is a return of \$5.80 for every incentive dollar.
- On June 26th County Council approved an inducement resolution that included the aforementioned SSRC incentives.

Points to Consider:

Unique Loom is a well-respected company that chose Lancaster County over other locations for their expansion. The SSRC was an important consideration in that decision.

Funding and Liability Factors:

There is no funding required or liability factors.

Committee Options:

Vote to approve or deny first reading of Ordinance 2017-1477 for Unique Loom's project incentives.

Recommendation:

Approve Ordinance 2017-1477.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **ORDINANCE NO. 2017-1477**

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND UNIQUE USA, INC., PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

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

(b) Unique USA, Inc., a South Carolina corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “Company”) has recently located a facility in the County and the Company intends to invest additional capital and create additional jobs at the facility (the “Project”), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(c) the Project is anticipated to result in an investment of approximately \$4,000,000 in personal property and improvements to the existing real property and approximately 300 jobs of which at least 80 will be full-time jobs that meet the County’s criteria for incentives;

(d) pursuant to Resolution No. 0963-R2017, adopted June 26, 2017, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement between the County and the Company (the "Credit Agreement"), which provides for special source revenue credits; and

(f) it appears that the Credit 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 Credit Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

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

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

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

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

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

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

Section 4. Approval and Execution of Credit Agreement.

The form, terms, and provisions of the Credit 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 Credit 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 Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit 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 Credit Agreement attached to this ordinance.

Section 5. Economic Development Fund.

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

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Credit 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 Credit Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Public Hearing:	November 13, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

Exhibit A to Ordinance No. 2017-1477

**Special Source Revenue Credit Agreement
Lancaster County, South Carolina and Unique USA, Inc.**

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

UNIQUE USA, INC.

DATED
AS OF
NOVEMBER 13, 2017

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is made and entered into as of November 13, 2017 (“Effective Date”), by and between LANCASTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; and UNIQUE USA, INC., a South Carolina corporation (the “Company”).

RECITALS

WHEREAS, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the “MCP Laws”) and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the “SSRC Law”) (collectively, the MCP Laws and SSRC Law are referred to as the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from *ad valorem* property taxes, therefore changing the character of the annual receipts from such properties from *ad valorem* property taxes to fees-in-lieu of *ad valorem* property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the MCP Laws, the County and Chesterfield County have entered into an Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015 (the “Master Park Agreement”);

WHEREAS, the Master Park Agreement includes the Company’s property located at 793 Fort Mill Highway (Tax Map No. 0007-00-008.00) (the “Land”);

WHEREAS, pursuant to Resolution No. 0963-R2017, adopted on June 26, 2017 (the “Inducement Resolution”), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of *ad valorem* tax payments to be made by the Company, and (ii) locate the Company’s Land in an MCP Park;

WHEREAS, the Company has committed to employ not less than eighty (80) Qualified Full-Time Jobs (as defined below) in connection with the Project (as defined below).

AGREEMENT

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

ARTICLE I RULES OF CONSTRUCTION; DEFINITIONS

SECTION 1.1 *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

SECTION 1.2 *Definitions.*

“Acts” has the meaning set forth in the Recitals.

“Administrative Expenses” has the meaning set forth in Section 9.12 of this Agreement.

“Agreement” means this Special Source Revenue Credit Agreement dated as of November 13, 2017, between the County and the Company.

“Company” means Unique USA, Inc., a South Carolina corporation, and its successors and assigns.

“County Council” means the governing body of the County.

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

“Documents” means the Ordinance and this Agreement.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located on or at the Real Property to the extent such property becomes a part of the Project under this Agreement.

“Event of Default” means any Event of Default specified in Section 7.1 of this Agreement.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

“Inducement Resolution” has the meaning set forth in the Recitals.

“Infrastructure Improvements” means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including

upfits, and personal property, including machinery and equipment, used in the operation of the Project, and the costs thereof.

“Jobs Commitment” means the commitment of the Company to create Qualified Full-Time Jobs with respect to the Project as set forth in Section 4.3(a) of this Agreement.

“Land” has the meaning set forth in the Recitals.

“Master Park Agreement” has the meaning set forth in the Recitals.

“MCP Laws” has the meaning set forth in the Recitals.

“Ordinance” means Ordinance No. 2017-1477, enacted by the County Council on November 13, 2017, authorizing and approving this Agreement.

“Park” means the multi-county park jointly developed by the County and Chesterfield County, South Carolina pursuant to the Master Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

“Project” means the Equipment, Improvements, and Real Property owned by the Company and located on or at the Land.

“Qualified Full-Time Job” means a full-time job (*i.e.*, at least thirty (30) hours per week) at the facility, with health care benefits. As used in this definition and as applicable to the Project, “Qualified Full-Time Job” includes only those jobs employed for the Project.

“Real Property” means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“SCDOR” means the South Carolina Department of Revenue and any successor thereto.

“Special Source Revenue Credit” or **“SSRC”** has the meaning set forth in Section 4.2 of this Agreement.

“State” means the State of South Carolina.

“Wage Requirement” means Seventeen Dollars and Forty-Seven Cents (\$17.47) per hour.

SECTION 1.3 Amended Agreements and Documents. Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY

SECTION 2.1 *Limitation of Liability.* This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

ARTICLE III REPRESENTATIONS AND COVENANTS

SECTION 3.1 *Representations of the County.* The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Acts and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

SECTION 3.2 *Covenants by the County.* The County covenants with the Company to maintain the Land in the Park for so long as the Company receives Special Source Revenue Credits pursuant to this Agreement.

SECTION 3.3 *Representations of the Company.* The Company represents that (i) it is a limited liability company organized, validly existing, and in good standing under the laws of the State, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM

SECTION 4.1 *Payments-in-Lieu-of-Taxes.*

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such *ad valorem* property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the

removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

SECTION 4.2 *Special Source Revenue Credit.*

(a) The Company, for the first five (5) years of the Project, shall receive a Special Source Revenue Credit equal to fifty percent (50%) of the Payments-in-Lieu-of-Taxes on all investment in the Project in personal property, including, but not limited to, machinery, equipment and building improvements, *provided, however*, this Special Source Revenue Credit does not apply to personal property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution.

(b) The Company, for the first ten (10) years of the Project, shall receive a Special Source Revenue Credit equal to twenty-five percent (25%) of the Payments-in-Lieu-of-Taxes on all investment in the Project in real property, *provided, however*, this Special Source Revenue Credit applies to real property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution.

(c) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

SECTION 4.3 *Performance Requirements.*

(a) For the Project, the Company agrees and commits to the employment of the number of Qualified Full-Time Jobs, paying an average hourly wage rate not less than the Wage Requirement, by year as follows: (i) to have employed in Qualified Full-Time Jobs an average of not less than thirty (30) for each month after the month in which the Company begins operation of the Project in the calendar year ending December 31, 2017, (ii) to have employed in Qualified Full-Time Jobs an average of not less than fifty (50) during the twelve month period ending December 31, 2018, (iii) to have employed in Qualified Full-Time Jobs an average of not less than seventy (70) during the twelve month period ending December 31, 2019, and (iv) to have employed in Qualified Full-Time Jobs an average of not less than eighty (80) during the twelve month period ending December 31, 2020, and each twelve month period thereafter in which the Company is receiving a special source revenue credit pursuant to Section 4.2 of this Agreement. The number

of Qualified Full-Time Jobs shall be based on the average number of Qualified Full-Time Jobs for each month during the year.

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

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

(d) Company agrees that the Special Source Revenue Credits for a year shall be reduced to the extent that the Company fails to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, for the twelve month period ending December 31, 2020, the Jobs Commitment number is 70 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 60, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the next twelve month period is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (d) would be calculated as follows:

Jobs Commitment for period ending December 31, 2020: 70 Qualified Full-Time Jobs

Jobs Maintained for period ending December 31, 2020: 60 Qualified Full-Time Jobs

Special Source Revenue Credit reduction for period ending December 31, 2021:

$$[70 - 60] / 70 = 10 / 70 = 14.29\%$$

$$14.29\% \times \$50,000.00 = \mathbf{\$7,145.00}$$

As an additional example, and by way of example only, if, for the period ending December 31, 2024, the Jobs Commitment provides for the maintenance of not less than 80 jobs satisfying the

Jobs Commitment, the actual number jobs satisfying the Jobs Commitment is 60, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the period ending December 31, 2025 is twenty five thousand dollars (\$25,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (d) would be calculated as follows:

Jobs Commitment for period ending December 31, 2024: 80 Qualified Full-Time Jobs

Jobs Maintained for period ending December 31, 2024: 60 Qualified Full-Time Jobs

Special Source Revenue Credit reduction for period ending December 31, 2025:

$$[80 - 60] / 80 = 20 / 80 = 25\%$$

$$25\% \times \$25,000.00: \text{\$6,250.00}$$

(e) Notwithstanding any other provision of this Agreement, Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.3(e), "cease operations" means permanent closure of the facility. Company agrees that if this Agreement is terminated pursuant to this Section 4.3(e), that under no circumstance shall the County be required to refund or pay any monies to Company.

SECTION 4.4 Term. The term of this Agreement shall be from the effective date of this Agreement until December 31, 2028 unless earlier terminated pursuant to Section 4.3(e) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

ARTICLE V EFFECTIVE DATE

SECTION 5.1 Effective Date. This Agreement shall become effective as of the date first written above.

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1 Confidential Information.

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

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

SECTION 6.2 *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section 6.2 shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 6.3 *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be

transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 *Events of Default Defined.* The occurrence of any one or more of the following events shall be an “Event of Default” under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; *provided, that*, if, by reason of “*force majeure*”, as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term “*force majeure*” as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 7.2 *Remedies on Default.* Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days’ notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the laws relating to the enforced collection of taxes, and

shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3 *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.4 *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 7.5 *Default by County.* Upon the default of the County in the performance of any of its obligations hereunder, the 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.

ARTICLE VIII COMPANY OPTION TO TERMINATE

SECTION 8.1 *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for *ad valorem* property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination. The Company agrees that if this Agreement is terminated pursuant to this Section 8.1, that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 9.1:

If to the Company:

Mr. Johnny Nassri
Unique USA, Inc.
C/O Chester Warehouse
104 Williamson Street
Fort Mill, SC 29715
Email: johnnynassri@gmail.com

With a copy to:

Charles S. Bradford
Charles S. Bradford, P.A.
4 E. Liberty Street (street address)
P.O. Box 977 (mailing address)
York, SC 29745
Phone: (803) 684-4888
Facsimile: (803) 684-4488
Email: charles@csblawfirm.com

To the County:

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

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

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

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 9.2 *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 9.3 *Rescission and Severability.* In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

SECTION 9.4 *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

SECTION 9.5 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

SECTION 9.6 *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 9.7 *Law Governing Construction of Agreement.* The laws of South Carolina shall govern the construction of this Agreement.

SECTION 9.8 *Filings.* The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and SCDOR within thirty (30) days after the date of execution and delivery hereof.

SECTION 9.9 *Filing of Reports and Certifications.* Each year during the term of this Agreement, the Company shall deliver to the County Auditor, the County Assessor, the County Treasurer, and the County Economic Development Director a copy of its most recent annual filings with the SCDOR with respect to the Project, not later than 30 days following delivery thereof to the SCDOR.

SECTION 9.10 *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

SECTION 9.11 *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

SECTION 9.12 *Administrative Expenses* (a) Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means 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 any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) 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.

(b) In addition to the reimbursement of Administrative Expenses as provided in subsection (a) of this section, the Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred dollars (\$500.00).

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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and
UNIQUE USA, INC., pursuant to due authority, have duly executed this Special Source Revenue
Credit Agreement, all as of November 13, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

UNIQUE USA, INC.

By: _____

Name: _____

Title: _____

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2017-1469

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY CODE OF ORDINANCES BY THE ADDITION OF CHAPTER 23, ARTICLE FIVE, SO AS TO DEFINE AND IDENTIFY THE LANCASTER COUNTY REGULATIONS CONCERNING THE ACTIVITIES OF THOSE PERSONS IDENTIFIED AS PEDDLERS, HAWKERS AND SOLICITORS.

WHEREAS, Lancaster County Council is empowered to enact regulations that provide for the general health, safety and welfare of its citizens and residents, and

WHEREAS, the Council has received reports from both individuals within the County and from law enforcement officials regarding numerous unsolicited intrusions upon the private, real property of homeowners and tenants whereby offers to sell a variety of goods and services have been made that, in turn, has caused trepidation for those property owners and occupants in many instances.

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. The Lancaster County Code of Ordinances is amended so as to add thereto the following sections:

Section 23-70 – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Peddler” means any person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise, or services; except vendors of newspapers, magazines, vegetables, tobacco, provisions of any

kind or agricultural products or to sales by sample by persons traveling or established commercial houses.

“County” means the County of Lancaster.

“Person” means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate holding company or other group or combination acting as unity, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

Section 23-71 – General prohibitions

No peddler shall:

- (1) Enter upon the private roads of a subdivision or upon the private property of a person where the property has clearly posted a visible sign indicating a prohibition against peddling, soliciting and/ or canvassing.
- (2) Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling or business indicating a prohibition against peddling, soliciting and/or canvassing.
- (3) Refuse to leave a subdivision or private property after having been notified by the owner or occupant thereof, or his agent, to leave the premises and not return.
- ~~(4) Engage in the business of peddling within the county except by specific appointment with or invitation from the prospective customer.~~

Section 23-72 – Violations

Violation of any provision of this chapter may be subject to a fine not exceeding \$500.00, imprisonment not exceeding 30 days, or both. Each day or portion thereof during which a violation of any ordinance of this provision is continued or committed is a spate offense.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading:	9-25-2017	Passed 6-0
Second Reading:	10-9-2017	
Third Reading:	10-23-2017	(Tentative)

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1470

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2017-1447, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2017 AND ENDING JUNE 30, 2018 (FY 2017-2018), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2017-1447 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2017 and ending June 30, 2018 ('FY 2017-2018):

APPROPRIATIONS	AMOUNT
Airport Fund	232,233
Capital Improvement Fund	1,826,832
Capital Project Sales Tax 2	12,884,471
County Debt	6,524,686
County Transportation Committee Fund	2,850,000
Court Mandated Security	1,371,695
Development Agreement Fund	302,000
E-911 Fund	598,945
General Fund	51,219,774
	<u>51,654,414</u>
Hospitality Tax Fund	950,000
Indian Land Fire Protection District Fund	704,438
Local Accommodations Tax Fund	55,000
Pleasant Valley Fire Protection District Fund	630,294
Recreation Fund	2,564,282
Victims Services Fund	93,000
State Accommodations Tax Fund	107,581
Sunday Alcohol Sales Tax Fund	7,000
Stormwater Fund	<u>1,027,690</u>

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2017-1447, for the following items:

General Fund		Revenue	Expense
	Supplemental Revenue- Fund Balance	\$434,640	
	Fire Study		49,800
	Easement		20,000
	Replacement Stretchers (3)		45,200
	Skid Steer		\$80,000
	Emergency Medical Services Vehicle		\$60,000
	Indian Land Satellite Office rent, renovations, & upfits		\$79,640
	Legal		\$100,000
Stormwater Fund	Supplemental Revenue- Stormwater Fee & Plan Review Fee	1,027,690	
	Stormwater Department		1,027,690

21.00 STORMWATER FEES

Residential Stormwater Fee	Per Equivalent Residential Unit	\$60.00
Commercial Stormwater Fee	Per Equivalent Residential Unit	\$60 max. 35% of real property tax or incentive fee*
Plan Review Fees	Per disturbed acre	\$250.00

*For commercial properties exempt from real property taxes, the 35% max. is not applicable

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	September 25, 2017	Passed 6-0
Second Reading:	October 9, 2017	
Public Hearing:	October 23, 2017	(Tentative)
Third Reading:	October 23, 2017	(Tentative)

Agenda Item Summary

Ordinance # / Resolution# 2017-1472-(RZ-017-022)

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: 10/9/17

Issue for Consideration:

* Fred Brackett is petitioning the County to rezone 1.265 acres from LDR, Low Density Residential District to GB, General Business District. The applicant is proposing to construct an additional entrance to his existing warehouse that is located adjacent to the subject property.

* The property is located on the east side of Charlotte Hwy. near Wilson Tire.

Points to Consider:

* The property is designated as Transitional on the Future Land Use map. Transitional is a community type that is generally located between urban and rural areas that includes a mix of uses.

* The applicant has stated that in the future he possibly may construct an additional entrance to his warehouse on this property.

* All uses in General Business must be considered and it should also be noted that any new structures on this property would have to be reviewed by the Technical Review Committee.

*The property is entirely surrounded by General Business zoning.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

* It is the recommendation of the planning staff that the rezoning request be approved. This is primarily due to the fact that it conforms to the future land use map and also makes the area more conforming from a zoning aspect considering all the adjacent properties are already zoned for commercial.

* At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to approve this rezoning application by a vote of (6-0).

* The complete staff report can be located on www.mylancastersc.org - Click on Planning Department and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1472

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY FRED BRACKETT, LOCATED AT 2648 CHARLOTTE HWY, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Fred Brackett applied to rezone property located at 2648 Charlotte Hwy from LDR, Low Density Residential District, to GB, General Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0049-00-050.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

PLANNING STAFF REPORT: RZ-017-022

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Fred Brackett to rezone 1.265 acres from LDR, Low Density Residential District to GB, General Business District. The applicant is proposing to construct an additional entrance to his existing warehouse that is located adjacent to the subject property.

Property Location: The property is located at 2648 Charlotte Hwy.

Legal Description: TMS # 0049-00-050.01

Zoning Classification: Current: LDR, Low Density Residential District

Voting District: District 1, Terry Graham

B. SITE INFORMATION

Site Description: The property consists of 1.265 acres and is located approximately 100 yards from Hwy. 521. The subject property currently contains an old manufactured home and the applicant has already obtained a permit in order to demolish the remains of it.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are all zoned General Business District. There is a warehouse that is owned by Mr. Brackett and also a flea market located adjacent to the subject property. Wilson Tire is located in the immediate area as well.

D. EXHIBITS

1. Location Map
2. Zoning Map
3. Future Land Use Map

II. FINDINGS

CODE CONSIDERATIONS

LDR, The Low Density Residential District, is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.

Date of 1st Reading: 10-9-17
__Approved __Denied __No Action

Date of 2nd Reading: 10-23-17
__Approved __Denied __No Action

Date of 3rd Reading: 11-13-17
__Approved __Denied __No Action

GB, The General Business District, is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Transitional on the Future Land Use map. Transitional is a community type that is generally located between urban and rural areas that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. The applicant has stated that in the future he possibly may construct an additional entrance to his warehouse on this property. All uses in General Business must be considered and it should also be noted that any new structures on this property would have to be reviewed by the Technical Review Committee.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 2648 Charlotte Hwy. be approved. This is primarily due to the fact that it conforms to the future land use map and also makes the area more conforming from a zoning aspect considering all the adjacent properties are already zoned for commercial.

V. PLANNING COMMISSION RECOMMENDATION:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Mr. Brackett by a vote of (6-0).

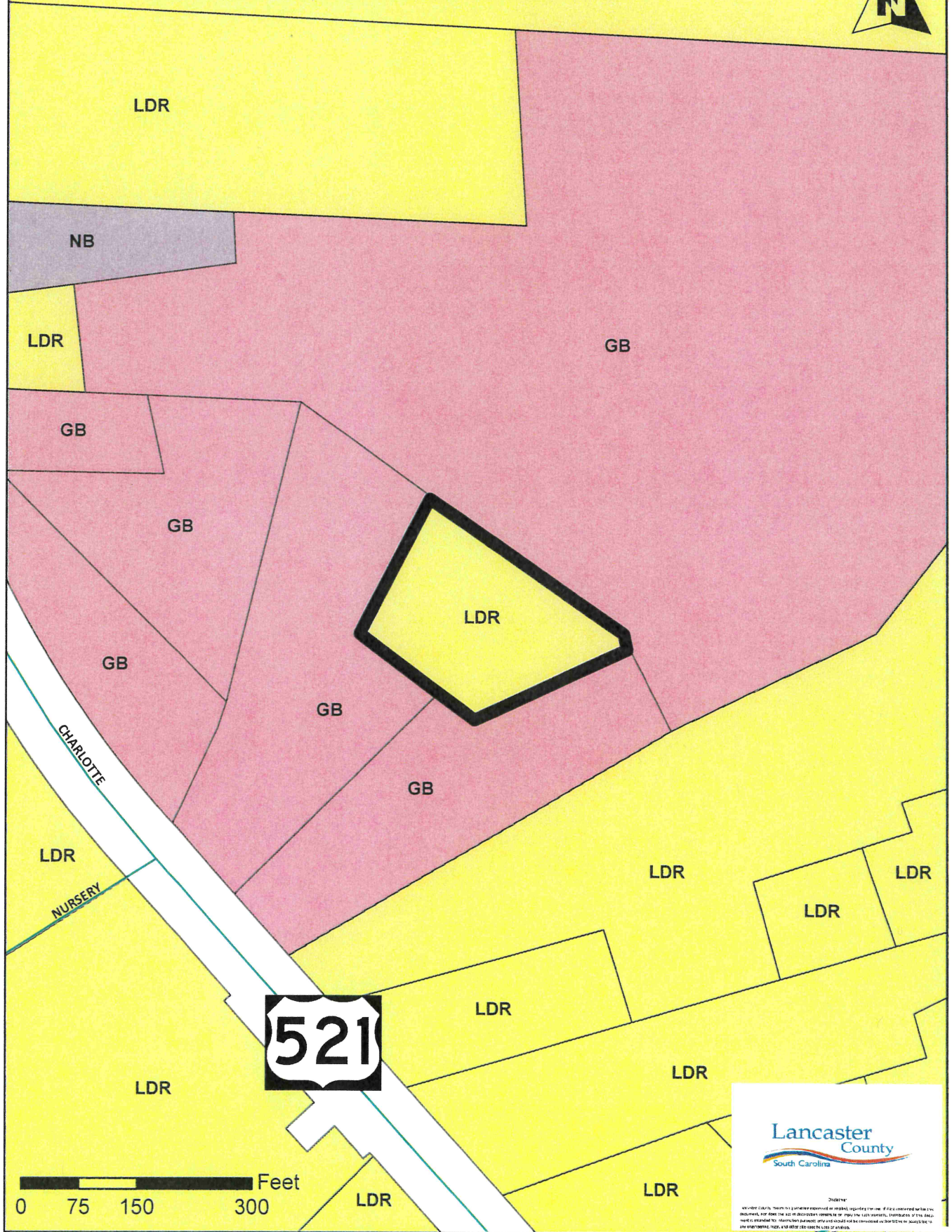
Brackett Aerial Map RZ-017-022



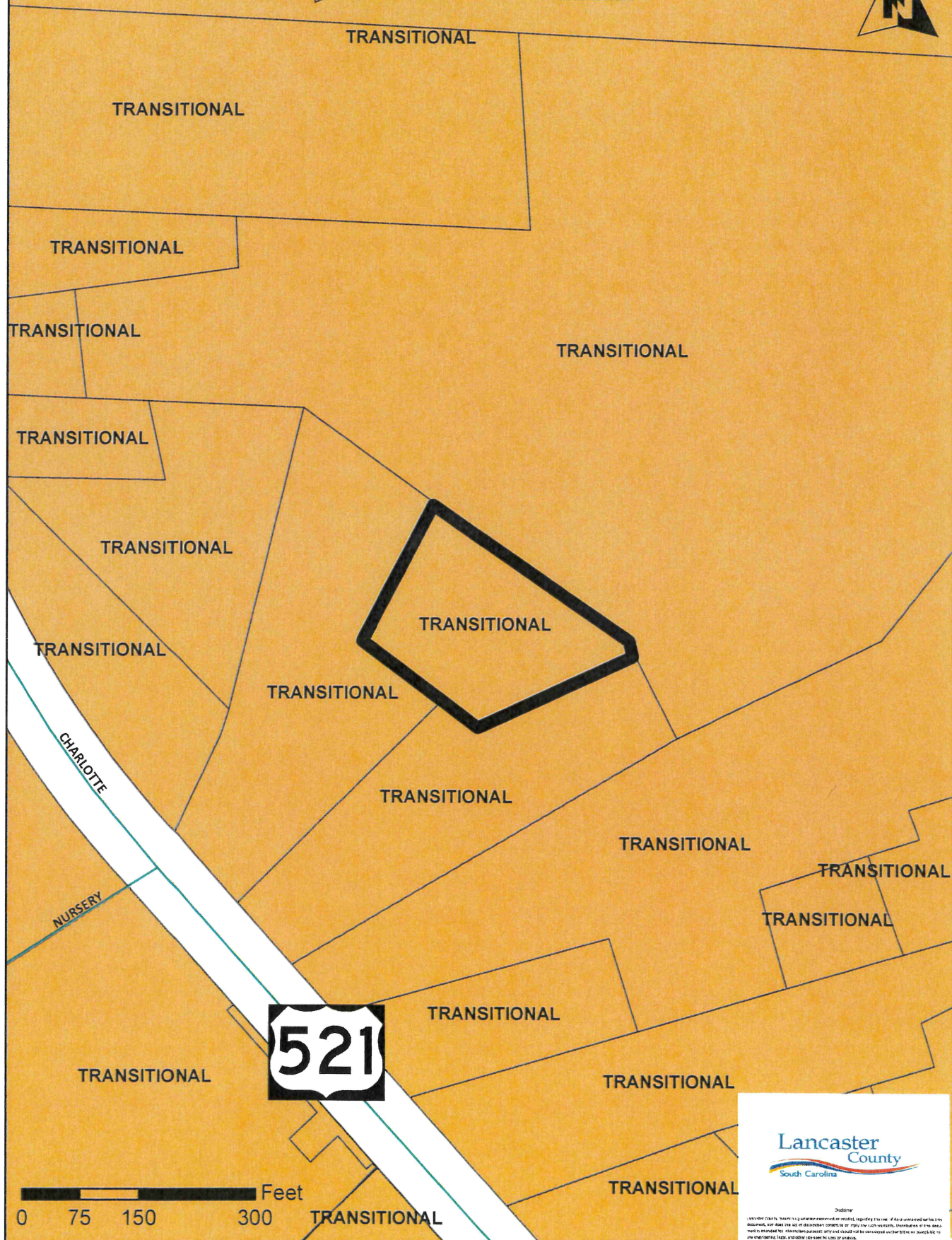
Lancaster
County
South Carolina

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Brackett Zoning Map RZ-017-022



Brackett FLU Map RZ-017-022



Lancaster County
South Carolina

Disclaimer:
Lancaster County, South Carolina, is a political subdivision of the State of South Carolina. It is not a government entity. The County is not responsible for the accuracy or completeness of the information contained in this document. The County is not responsible for the accuracy or completeness of the information contained in this document. The County is not responsible for the accuracy or completeness of the information contained in this document.

Agenda Item Summary

Ordinance # / Resolution# 2017-1473-(RZ-017-023)

Contact Person / Sponsor: Nick Cauthen

Department: Planning

Date Requested to be on Agenda: 10/9/17

Issue for Consideration:

* Jeffery Humphries is petitioning the County to rezone a one acre portion of property from RR, Rural Residential District to RN, Rural Neighborhood District. The applicant is proposing to combine the one acre portion with his existing tract that is located adjacent to the subject property.

* The property is located on the south side of Pageland Hwy. near Heyward Hough Rd.

Points to Consider:

* The property is designated as Rural Living on the Future Land Use map. Rural Living includes a variety of residential types, from farmhouses to large acreage rural family dwellings.

* The applicant owns a single-family home directly adjacent to the subject property (TMS 0070-00-014.00). He wishes to combine one acre of the subject property with his property (TMS 0070-00-016.01). However, it is the policy of Lancaster County that split zoning districts not be created.

* The applicant's property is zoned RN, Rural Neighborhood. Thus the applicant is requesting that a portion of the subject property be rezoned from RR, Rural Residential to RN, Rural Neighborhood so that he may combine it with his existing property.

* Upon a positive recommendation from the Planning Commission, and prior to third reading at County Council, a combination plat accomplishing the above must be recorded with the Lancaster County Register of Deeds Office.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

* It is the recommendation of the planning staff that the rezoning request be approved. The rezoning conforms to the future land use map and will not cause any significant changes to the property or the immediate area.

* At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to approve this rezoning application by a vote of (6-0).

* The complete staff report can be located on www.mylancastersc.org - Click on Planning Department and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1473

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY SARAH RUTH MAHAFFEY, REPRESENTED BY JEFFERY HUMPHRIES, LOCATED AT 3420 HEYWARD HOUGH ROAD, FROM RR, RURAL RESIDENTIAL DISTRICT TO RN, RURAL NEIGHBORHOOD DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jeffery Humphries applied to rezone property located at 3420 Heyward Hough Road from RR, Rural Residential District, to RN, Rural Neighborhood District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Portion of Tax Map No. 0070-00-014.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

Date of 1st Reading: 10-9-17
___Approved ___Denied ___No Action

Date of 2nd Reading: 10-23-17
___Approved ___Denied ___No Action

Date of 3rd Reading: 11-13-17
___Approved ___Denied ___No Action

PLANNING STAFF REPORT: RZ-017-023

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Jeffery Humphries to rezone a one acre portion of property from RR, Rural Residential District to RN, Rural Neighborhood District. The applicant is proposing to combine the one acre portion with his existing tract that is located adjacent to the subject property.

Property Location: The property is located at 3420 Heyward Hough Rd.

Legal Description: P/O TMS # 0070-00-014.00

Zoning Classification: Current: RR, Rural Residential District

Voting District: District 3, Billy Mosteller

B. SITE INFORMATION

Site Description: The subject property consists of one acre and is located on the south side of Pageland Hwy. near Heyward Hough Rd. It is currently a vacant open area located directly adjacent to the applicant's home.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are zoned Rural Neighborhood and Rural Residential. It is a rural area and there are a number of single family residences in the immediate area. The Dixie Food Mart is located approximately 1,000 ft. from the subject property, at the fork of Hwy. 9 and Heyward Hough Rd.

D. EXHIBITS

1. Location Map
2. Zoning Map
3. Future Land Use Map

II. FINDINGS

CODE CONSIDERATIONS

RR, The Rural Residential District, is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.

RN, The Rural Neighborhood District, is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0

Date of 1st Reading: 10-9-17
__Approved __Denied __No Action

Date of 2nd Reading: 10-23-17
__Approved __Denied __No Action

Date of 3rd Reading: 11-13-17
__Approved __Denied __No Action

dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.

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 includes a variety of residential types, from farmhouses to large acreage rural family dwellings. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. The applicant owns a single-family home directly adjacent to the subject property (TMS 0070-00-014.00). He wishes to combine one acre of the subject property with his property (TMS 0070-00-016.01). However, it is the policy of Lancaster County that split zoning districts not be created. The applicant's property is zoned RN, Rural Neighborhood. Thus the applicant is requesting that a portion of the subject property be rezoned from RR, Rural Residential to RN, Rural Neighborhood so that he may combine it with his existing property. Upon a positive recommendation from the Planning Commission, and prior to third reading at County Council, a combination plat (Exhibit 6) accomplishing the above must be recorded with the Lancaster County Register of Deeds Office.

IV. RECOMMENDATION:

It is therefore the recommendation of the Planning Staff that the request to rezone a one acre portion of the subject property from RR, Rural Residential to RN, Rural Neighborhood be approved. The rezoning conforms to the future land use map and will not cause any significant changes to the property or the immediate area.

V. PLANNING COMMISSION RECOMMENDATION:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Mr. Humphries by a vote of (6-0).

Humphries Aerial Map RZ-017-023



PAGELAND

PAGELAND
HEYWARD HOUGH



0 100 200 400 Feet

Lancaster
County
South Carolina

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Humphries Zoning Map RZ-017-023



PAGELAND

PAGELAND
HEYWARD HOUGH

0 100 200 400 Feet

Lancaster
County
South Carolina

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RURAL LIVING

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RURAL LIVING



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HEYWARD HOUGH

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Agenda Item Summary

Ordinance # / Resolution# 2017-1474-(RZ-017-025)
Contact Person / Sponsor: Nick Cauthen
Department: Planning
Date Requested to be on Agenda: 10/9/17

Issue for Consideration:

- * Stephen Moore is petitioning the County to rezone a 1.76 acre portion of property from MDR, Medium Density Residential District to MH, Manufactured Home District. The applicant wants the option to place a manufactured home on the property.
- * The property is located at 828 Westwind Lane.

Points to Consider:

- * The property is designated as Neighborhood Mixed Use on the Future Land Use map. This community type does not distinguish between site built and manufactured homes.
- * There are over 30 manufactured homes along Southwinds Drive and Westwind Lane. However, with the passage of the new UDO in November of 2016 the zoning was changed in this area in order to restrict the addition of any additional manufactured homes.
- * This property is surrounded by the MDR (Medium Density Residential) zoning classification and there are no adjacent properties or properties in the area zoned to allow any additional manufactured housing.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

- * It is the recommendation of the planning staff that the rezoning request be denied. This is primarily due to the fact that all of the adjacent properties are zoned MDR and do not allow for any additional manufactured homes.
- * At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to approve this rezoning application by a vote of (4-2).
- * The complete staff report can be located on www.mylancastersc.org - Click on Planning Department and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1474

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY STEPHEN W. MOORE, LOCATED AT 828 WESTWIND LANE, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT TO MH, MANUFACTURED HOME DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Stephen W. Moore applied to rezone property located at 828 Westwind Lane from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (4-2), recommended approval of the rezoning.

Section 2. Rezoning.

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

Portion of Tax Map No. 0006K-0A-021.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

Date of 1st Reading: 10-9-17
__Approved __Denied __No Action

Date of 2nd Reading: 10-23-17
__Approved __Denied __No Action

Date of 3rd Reading: 11-13-17
__Approved __Denied __No Action

PLANNING STAFF REPORT: RZ-017-025

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Stephen Moore to rezone a 1.76 acre portion of property from MDR, Medium Density Residential District to MH, Manufactured Home District. The applicant wants the option to place a manufactured home on the property.

Property Location: The property is located at 828 Westwind Lane.

Legal Description: P/O TMS # 0006K-0A-021.00 (Tract C)

Zoning Classification: Current: MDR, Medium Density Residential District

Voting District: District 7, Brian Carnes

B. SITE INFORMATION

Site Description: The property consists of a 1.76 acre portion of property and is currently vacant and primarily wooded. It is located approximately 360 ft. from Westwind Lane.

C. VICINITY DATA

Surrounding Conditions: The adjacent properties are all zoned MDR, Medium Density Residential. Wooded areas surround the subject property and there are a number of manufactured homes in the area.

D. EXHIBITS

1. Location Map
2. Zoning Map
3. Future Land Use Map

II. FINDINGS

CODE CONSIDERATIONS

MDR, The Medium Density Residential District, is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.

Date of 1st Reading: 10-9-17
__Approved __Denied __No Action

Date of 2nd Reading: 10-23-17
__Approved __Denied __No Action

Date of 3rd Reading: 11-13-17
__Approved __Denied __No Action

MH, The Manufactured Home District, accommodates manufactured homes in a variety of settings, including manufactured home parks, manufactured home subdivisions, and a single-lot mobile home district.

III. CONCLUSIONS

The facts and findings of this report show that the property is designated as Neighborhood Mixed Use on the Future Land Use map. This a community type that is described as a walkable neighborhood with additional intensity that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does not distinguish between site built homes and manufactured homes. There are over 30 manufactured homes along Southwinds Drive and Westwind Lane. However, with the passage of the new UDO in November of 2016 the zoning was changed in this area in order to restrict the addition of any additional manufactured homes. This property is surrounded by the MDR (Medium Density Residential) zoning classification and there are no adjacent properties or properties in the area zoned to allow any additional manufactured housing.

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 828 Westwind Lane be denied. This is primarily due to the fact that all of the adjacent properties are zoned MDR and do not allow for any additional manufactured homes.

V. PLANNING COMMISSION RECOMMENDATION:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Mr. Moore by a vote of (4-2).

Moore Aerial Map RZ-017-025



SOUTHWIND

WESTWIND

SOUTHWINDS

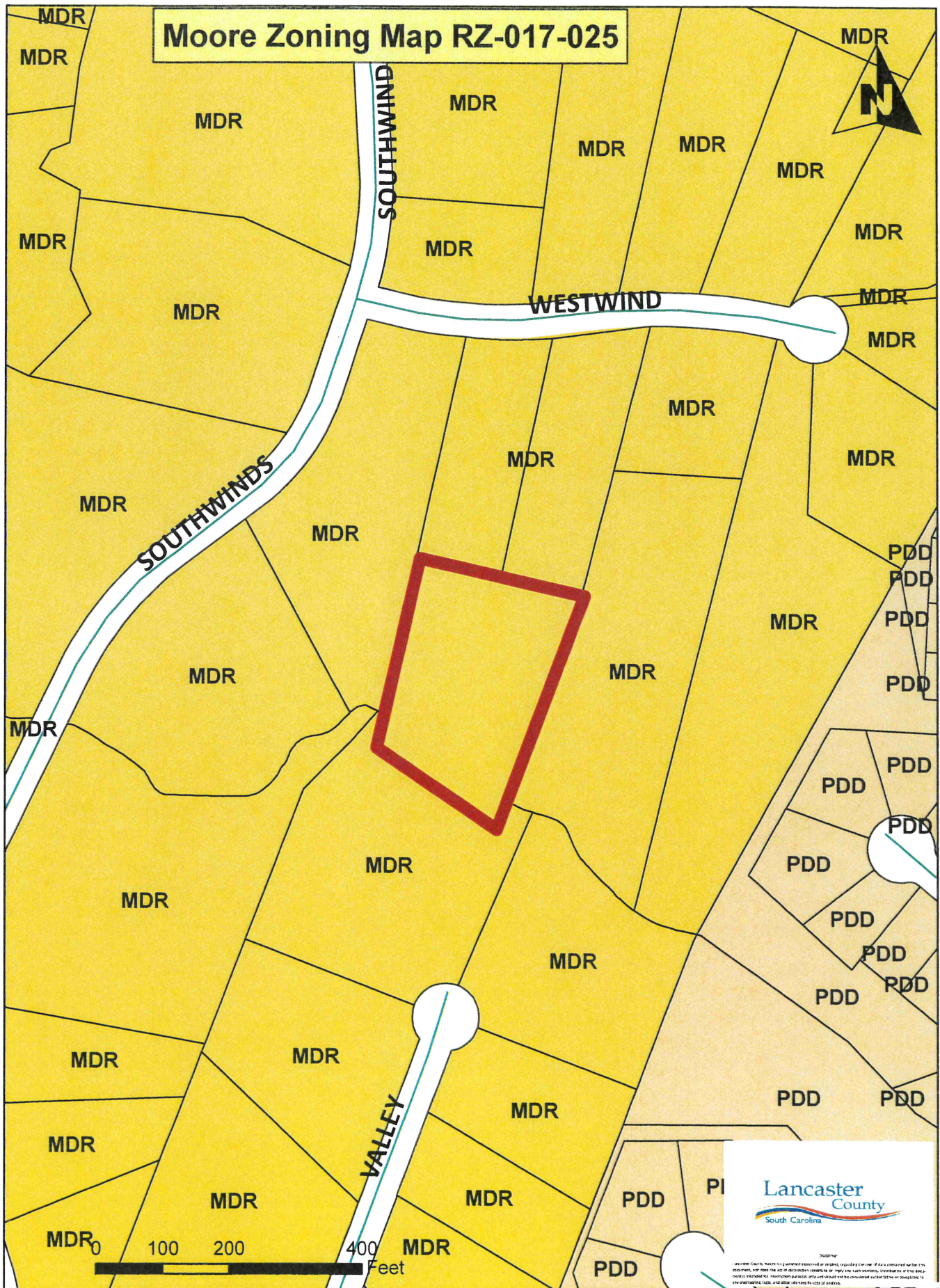
VALLEY

0 100 200 400 Feet

Lancaster
County
South Carolina

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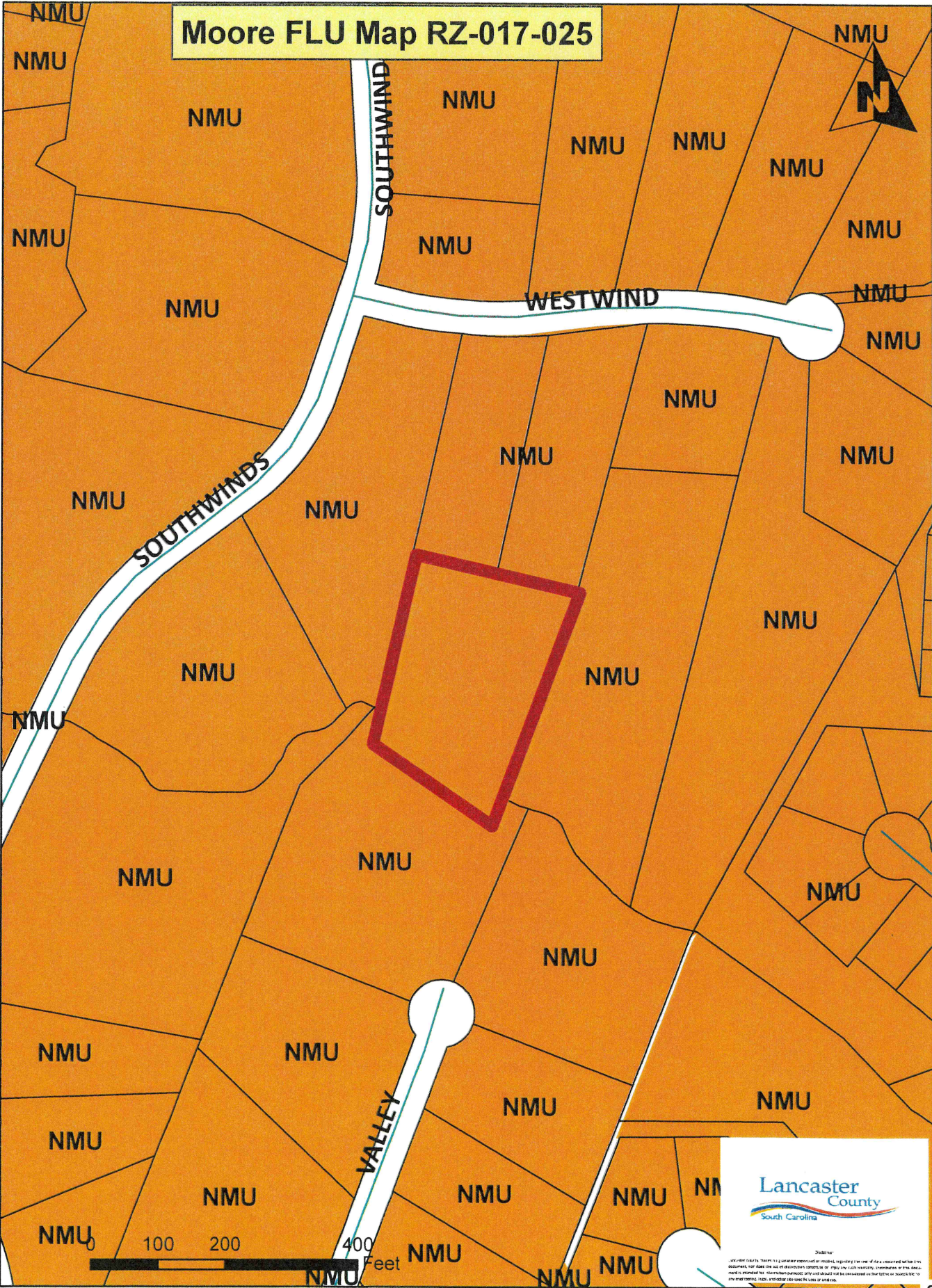
Moore Zoning Map RZ-017-025



Lancaster County
South Carolina

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Moore FLU Map RZ-017-025



Agenda Item Summary

Ordinance # / Resolution# 2017-1475- RZ-017-021

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 10-9-17

Issue for Consideration:

This is a rezoning application of Zimmer Ventures, LLC (Bernard Zimmer) to rezone property (Zimmer Business Park) containing a total of \pm 16.37 acres from NB, Neighborhood Business District to GB, General Business District. The applicant is requesting a zoning change to allow the business to operate with more uses and will make the site conforming. In addition, the applicant states he wishes to build three (3) more buildings to finish off the business park.

Points to Consider:

The property is surrounded north, and west by parcels zoned LDR, Low Density Residential District. The property has one adjacent parcel to the east zoned NB, Neighborhood Business District. Adjacent parcel to the south are zoned NB, Neighborhood Business District, and LDR, Low Density Residential District.

If this rezoning is successful the applicant will be required in the future to submit a site plan to the TRC (Technical Review Committee) for any new buildings to be built. The proposed site plan will be required to follow the conditions in Chapter 5 section 5.9.11 and 5.9.12 for storage sites. The subject property is also within the Carolina Heelsplitter Overlay and all criteria must be met before building. In addition, the applicant will need to provide the Planning Department an Affidavit of Sale for the Carolina Heelsplitter credits from the mitigation bank before final site plan approval will be granted.

The proposed rezoning unfortunately would allow more intensive uses for the subject property. Considering the property in close proximity to residential housing, rezoning this parcel to allow more uses would be inadvisable. The intent of the NB, Neighborhood Business District is to be a transitional zone of low intensive commercial to areas that contain majority residential homes and neighborhoods. The subject property is surrounded to the west entirely of residentially zoned lots (Exhibit 3). Planning staff would also like to note that if rezoned any use found under the GB, General Business District designation would be allowed for this parcel (Exhibit 7).

Due to the majority of residentially zoned parcels within the area, planning staff feels the rezoning of the subject property should remain as it was originally zoned. Staff recommends this parcel stay NB, Neighborhood Business District due to the transitional nature of this area from commercial to residential.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Zimmer Ventures, LLC by a vote of (6-0). No citizens signed up to speak in this rezoning case. The complete staff report can be located on www.mylancastercsc.org -Click on Planning and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1475

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF ZIMMER VENTURES, LLC (BERNARD ZIMMER) LOCATED AT 429 MARVIN ROAD FROM NB, NEIGHBORHOOD BUSINESS DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Zimmer Ventures, LLC (Bernard Zimmer) applied to rezone property located at 429 Marvin Road from NB, Neighborhood Business District, to GB, General Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0008-00-034.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

PLANNING STAFF REPORT: RZ-017-021

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Bernard Zimmer (Zimmer Ventures, LLC) to rezone property (Zimmer Business Park) containing a total of \pm 16.37 acres from NB, Neighborhood Business District to GB, General Business District. The applicant is requesting a zoning change to allow the business to operate with more uses and will make the site conforming. In addition, the applicant states he wishes to build three (3) more buildings to finish off the business park.

Property Location: The property is located at 429 Marvin road in the Indian Land section of Lancaster County, SC.

Legal Description: Tax Map 8, Parcel 34.00

Zoning Classification: Current: NB, Neighborhood Business District.

Voting District: District 7, Brian Carnes

B. SITE INFORMATION

Site Description: The site is currently occupied by many tenants within the Zimmer Business Park. The subject property is located southeast of the Black Horse Run neighborhood. The northern portion of the property is bordered by a heavily wooded area.

C. VICINITY DATA

Surrounding Conditions: The property is surrounded north, and west by parcels zoned LDR, Low Density Residential District. The property has one adjacent parcel to the east zoned NB, Neighborhood Business District. Adjacent parcel to the south are zoned NB, Neighborhood Business District, and LDR, Low Density Residential District.

D. EXHIBITS

1. Rezoning Application
2. Vicinity Map
3. Zoning Map
4. Future Land Use Map
5. Carolina Heelsplitter Overlay Map

Date of 1st Reading: 10-9-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 10-23-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 11-13-17
__ Approved __ Denied __ No Action

6. Tax Inquiry Sheet
7. Table of Uses

II. FINDINGS

Code Considerations:

CHAPTER 2- DISTRICT STANDARDS

2.3 DISTRICTS:

Neighborhood Business District (NB)

The Neighborhood Business District is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.

General Business District (GB)

The General Business District is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.

CHAPTER-5- USE REGULATIONS

5.9.11 STORAGE – SELF-SERVICE [GB, RB, LI, HI]

A. Permitted Commercial Activities: The owner or operator of any self-storage warehouse, or portion thereof, shall not conduct any type of commercial activity except for the following:

1. Leasing of the storage units;
2. Rental and/or sale of moving supplies;
3. Rental and/or sale of moving equipment (the rental or sale of any moving trailers, trucks, or other vehicles shall only be permitted in districts that also permit Vehicle Rental/Sales/Leasing); and
4. Auctions or other sales of property that occur on a strictly temporary basis.

B. Sale of Personal Goods: It shall be unlawful for a lessee of any self-storage warehouse, or portion thereof, to sell or offer for sale any item of personal

property or to conduct any type of commercial activity of any kind whatsoever, except in auctions organized by the owner or operator of the facility that occur on a strictly temporary basis.

C. Buffering: Such facilities must be buffered from adjacent properties with a Type A buffer in accordance with Section 7.1.5.

D. Accessory Dwellings: One accessory dwelling unit for a resident manager or security personnel only shall be permitted on the premises in a detached structure. No portion of any self-storage warehouse shall be used, on a temporary or permanent basis, as a dwelling unit

5.9.12 STORAGE – WAREHOUSE, INDOOR STORAGE [GB, RB, LI, HI, IMX]

A. Temporary Storage: Storage within motor truck trailers, utility trailers, or similar structures is prohibited under this section except as temporary storage less than 30 days, for unloading and loading, in the rear yard only.

B. Sale of Goods: It shall be unlawful for any owner, operator, or lessee of any warehouse or portion thereof to offer for sale, or to sell any item of personal property, or to conduct any type of commercial activity of any kind whatsoever other than leasing of the storage units.

C. Dwellings Prohibited: No portion of any storage warehouse shall be used, on a temporary or permanent basis, as a dwelling.

UNIFIED DEVELOPMENT ORDINANCE | Adopted 11.28.2016

III. CONCLUSIONS

If this rezoning is successful the applicant will be required in the future to submit a site plan to the TRC (Technical Review Committee) for any new buildings to be built. The proposed site plan will be required to follow the conditions in Chapter 5 section 5.9.11 and 5.9.12 for storage sites. The subject property is also within the Carolina Heelsplitter Overlay and all criteria must be met before building. In addition, the applicant will need to provide the Planning Department an Affidavit of Sale for the Carolina Heelsplitter credits from the mitigation bank before final site plan approval will be granted.

The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the Lancaster County Comprehensive Plan 2014-2024 (Exhibit 4). Neighborhood Mixed-Use according to the Comprehensive Plan is identified as a “Walkable Neighborhood”. The walkable neighborhood allows land uses to produce more economically and environmentally attractive places to live, work, and play. The proposed rezoning unfortunately would allow more intensive uses for the subject property. Considering the property in close proximity to residential housing, rezoning this parcel to allow more uses

Date of 1st Reading: 10-9-17
☐ Approved ☐ Denied ☐ No Action

Date of 2nd Reading: 10-23-17
☐ Approved ☐ Denied ☐ No Action

Date of 3rd Reading: 11-13-17
☐ Approved ☐ Denied ☐ No Action

would be unadvisable. The intent of the NB, Neighborhood Business District is to be a transitional zone of low intensive commercial to areas that contain majority residential homes and neighborhoods. The subject property is surrounded to the west entirely of residentially zoned lots (Exhibit 3). Planning staff would also like to note that if rezoned any use found under the GB, General Business District designation would be allowed for this parcel (Exhibit 7).

IV. RECOMMENDATION:

Due to the majority of residentially zoned parcels within the area, planning staff feels the rezoning of the subject property should remain as it was originally zoned. Staff recommends this parcel stay NB, Neighborhood Business District due to the transitional nature of this area from commercial to residential. It is therefore the recommendation of the planning staff that the rezoning request for the property located at 429 Marvin Road be denied.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

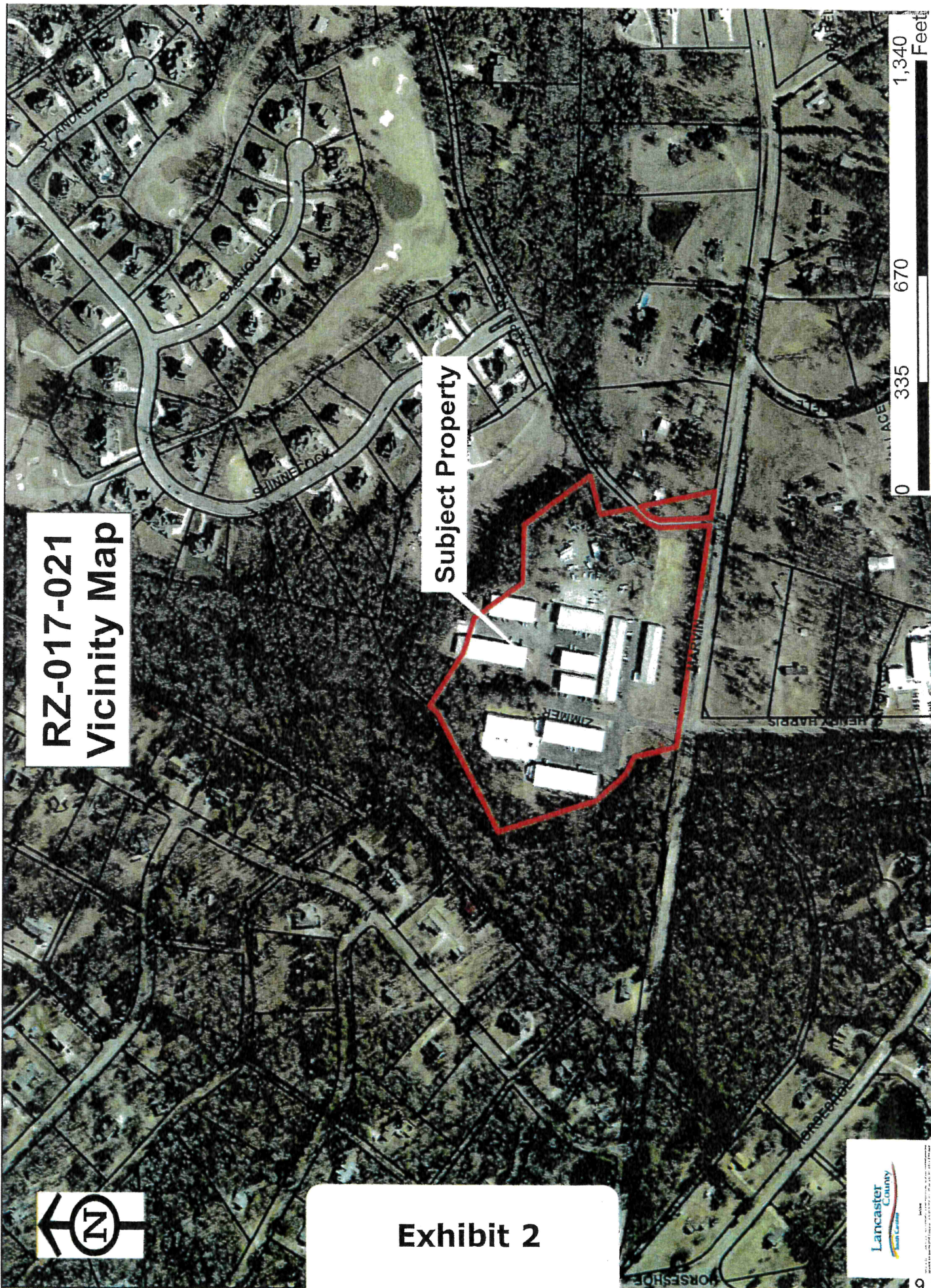
At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Zimmer Ventures, LLC by a vote of (6-0). No citizens signed up to speak on this rezoning case.

**RZ-017-021
Vicinity Map**

Subject Property



Exhibit 2



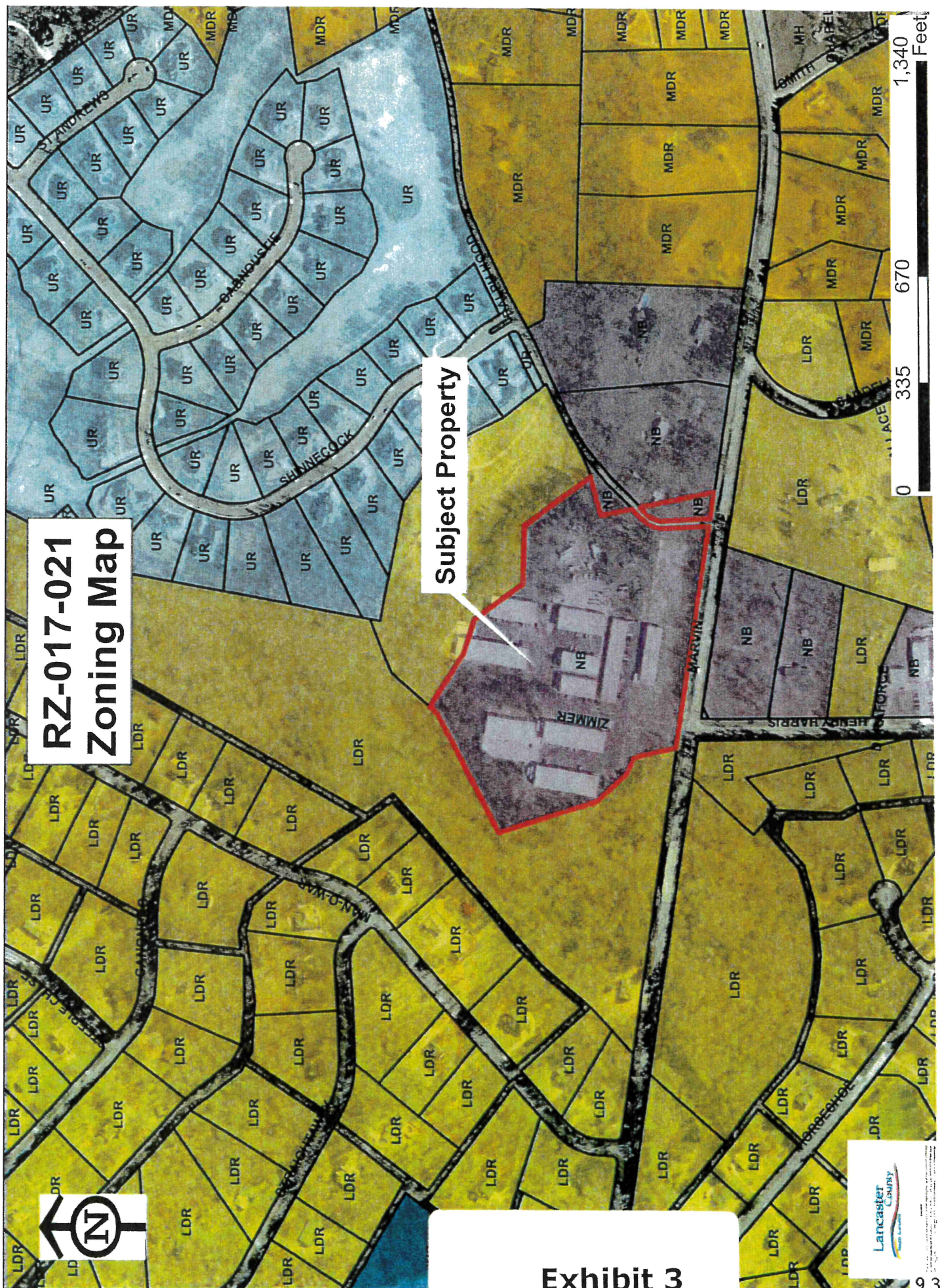


Exhibit 3

RZ-017-021

Future Land Use Map

Subject Property



Exhibit 4

RZ-017-021

Carolina Heelsplitter Overlay Map

Subject Property

Legend

Carolina Heelsplitter Overlay



Exhibit 5

Exhibit 7

DISTRICT STANDARDS
2.5 USES PERMITTED

2

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10)

USE TYPES	RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD				REF					
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M		UR	HDR	RMX	MX	IMX
A. RESIDENTIAL																						
Dwelling - Single Family	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Dwelling - Single Family	P	P	P	-	P	P	P	P	-		-	-	-	-	-	-	P	-	P	-	-	5.2.1
Dwelling - Two Family	-	-	-	-	-	-	PR	PR	-		-	-	-	-	-	-	-	PR	-	-	-	5.2.1
Dwelling - Townhome	-	-	-	-	-	-	-	P	-		-	-	-	-	-	-	P	P	P	P	P	5.2.2
Dwelling - Multifamily	-	-	-	-	-	-	-	-	-		PR	-	-	-	-	-	-	PR	PR	PR	-	5.2.3
Dwelling - Accessory	PR	PR	PR	-	-	PR	PR	PR	-	SE	-	SE	-	-	-	-	PR	PR	-	-	-	5.2.3
Halfway Homes	-	-	-	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	5.2.4
Live-Work Units	-	-	-	PR	-	-	-	PR	PR		-	-	-	-	-	-	-	-	PR	PR	PR	5.2.5
Manufactured Housing	PR	PR	-	-	PR	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	5.2.6
Manufactured Home Park	SE	-	-	-	SE	-	-	-	-		-	-	-	-	-	-	-	-	-	-	-	5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P	-	P	P	P	-	-		-	-	-	-	-	-	-	P	P	P	P	5.2.7
Residential Care Facilities (6 or more residents)	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.2.7
B. LODGING																						
Bed and Breakfast Homes (up to 8 rooms)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Bed and Breakfast Homes (up to 8 rooms)	PR	PR	PR	PR	-	PR	-	PR	PR		-	PR	-	-	-	-	PR	PR	-	PR	PR	5.3.1
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	-	-	-	PR		-	PR	-	-	-	-	-	-	-	PR	PR	5.3.1
Boarding or Rooming House	-	-	-	-	-	-	-	-	-		-	PR	-	-	-	-	-	-	-	-	-	5.3.2
Campground	-	SE	SE	-	-	-	-	-	-		-	-	SE	-	-	-	-	-	-	-	-	5.3.3
Dormitory	-	-	-	-	-	-	-	-	-		-	P	-	-	-	-	-	-	-	-	-	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	-		-	P	-	-	-	-	-	-	-	-	-	
Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
C. OFFICE/SERVICE																						
ATM	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
ATM	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Banks, Credit Unions, Financial Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Business Support Services	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Crematoria	-	-	-	-	-	-	-	-	-		CU	-	-	CU	-	-	-	-	-	-	-	5.4.1
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Funeral Homes	-	-	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Home Occupation	PR	PR	PR	-	PR	PR	PR	-	-		-	-	-	-	-	-	PR	PR	PR	PR	PR	5.4.2
Kennels, Indoor	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	-	PR	-	-	-	-	-	PR	PR	5.4.3
Kennels, Outdoor	PR	PR	CU	PR	PR	-	-	-	-	CU	CU	CU	-	CU	-	-	-	-	-	-	-	5.4.4
Medical Clinic	-	-	-	PR	-	-	-	PR	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.4.5

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Exhibit 7

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL										TRANSITIONAL										SPECIAL										NEIGHBORHOOD										REF										
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX		MX	IMX								
C. OFFICE/SERVICES (CONTINUED)																																																			
Personal Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.4.6				
Personal Services, Restricted	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Post Office	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Professional Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Small Equipment Repair/Rental	-	-	-	P	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Veterinary Clinic	-	-	-	P	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
D. COMMERCIAL/ENTERTAINMENT																																																			
Alcoholic Beverage Sales Store	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Amusements, Indoor	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
Amusements, Outdoor	-	-	-	PR	-	-	-	-	-	CU	CU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Bar/Tavern/Brew Pub	-	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Billiard/Pool Hall	-	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Brewery	-	-	-	P	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Distillery	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Food Truck	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
General Commercial	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Night Club	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Outside Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Outside Sales, Sidewalk Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Pawnshops	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Racetrack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restaurant	-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Riding Stables	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Sexually Oriented Business/Adult Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Shooting Range, Indoor	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Shooting Range, Outdoor	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Theater, Indoor Movie or Live Performance	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Theater, Outdoor (Amphitheater)	PR	-	-	PR	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Exhibit 7

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL										TRANSITIONAL										SPECIAL										NEIGHBORHOOD										REF												
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX		MX	IMX										
E. CIVIC																																												REF									
Cemetery	PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	-	PR	-	-	-	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.6.1						
Conference/Convention Center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P					
Cultural or Community Facility	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P					
Event Venue/Banquet Hall	P	P	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.6.2				
Places of Assembly	PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.6.3				
Private Recreation Facilities	-	-	-	PR	-	PR	-	-	PR	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.6.4			
Public Recreation Facilities	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.6.5		
Public Safety Station	P	P	P	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P				
Sports Arena/Stadium (4,000 or more seats)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.6.6					
F. EDUCATIONAL/INSTITUTIONAL																																												REF									
Child/Adult Day Care Home (5 or fewer persons)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.7.1		
Child/Adult Day Care Home (6 or more persons)	-	-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.7.2
College/University	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P		
Community Support Facility	-	-	-	-	-	PR	-	-	-	PR	PR	PR	-	-	-	-	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.7.4			
Day Treatment Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.7.5			
Hospital	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.7.6			
Schools – Elementary and Secondary	PR	PR	PR	PR	PR	PR	PR	CU	CU	CU	CU	CU	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.7.6	
Schools – Vocational/Technical	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.7.6	
Studio – Art, dance, martial arts, music	P	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.7.6	
G. AUTOMOTIVE																																												REF									
Drive-Thru/Drive-In Facility	-	-	-	-	-	PR	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.8.1	
Electric Vehicle Charging Stations	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.2	
Heavy Equipment/Manufactured Home Rental/Sales/Repair	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.8.3	
Parking Lot/Structure – Principal Use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.8.4	
Vehicle Rental/Leasing/Sales	-	-	-	-	-	PR	-	-	-	PR	PR	PR	-	-	-	-	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.5
Vehicle Services – Minor Maintenance/Repair	-	-	-	-	-	PR	-	-	-	CU	CU	CU	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.6	
Vehicle Services – Major Repair/Body Work	-	-	-	-	-	PR	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.8.7

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

Exhibit 7

DISTRICT STANDARDS
2.5 USES PERMITTED

2

USE TYPES	RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD									
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
H. INDUSTRY/WHOLESALE/STORAGE																						
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Services (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15
I. AGRICULTURE																						
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	-	P	
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Animal Production	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.3
Animal Production Facilities, Swine	P	P	P	P	-	-	-	-	-	P	-	P	P	-	-	-	-	-	-	-	P	
Apiculture (Bee Keeping)	P	P	P	P	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	PR	5.10.4
Backyard Pens/Coops																						

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Exhibit 7

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD				REF					
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M		UR	HDR	RMX	MX	IMX
I. AGRICULTURE (CONTINUED)																						
Commercial Stables	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Ecotourism	P	P	P	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.10.5
Forestry	P	P	P	P	-	P	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-	-
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.6
J. INFRASTRUCTURE																						
Airstrip/Airport	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Geothermal Energy Systems	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	5.11.1
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.2
Solar Farms	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3
Utilities – Class 1	CU	CU	CU	-	-	-	-	-	-	-	-	-	-	CU	CU	-	-	-	-	-	-	5.11.4
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Utilities – Class 3	P	P	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-
Wireless Communication Facility (concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01' to 199.99')	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	SE	SE	SE	SE	5.11.5
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	5.11.5
K. OTHER																						
Temporary Uses	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.12

September 22, 2017

Lancaster Co. Council
Steve Willis
Lancaster, SC

RE: Zimmer Ventures - Rezoning
16 Acres/3 Buildings - Indian Land

Mr. Willis:

You do realize that their entrance is at the intersection of Henry Harris Road and Marvin Roads!? AND the fact that you've approved the housing development on Henry Harris Road near this same Zimmer Ventures is unbelievable — that the traffic factor would not come into play here!!!

Because a right turn lane at Marvin Road & 521 has never been implemented, the traffic backs up to the bridge in the mornings which is very close to Zimmer entrance/Henry Harris Rd.

So would a 4 way stop, a traffic light, a roundabout not also be something that should be considered along with all of these proposals? It's hard to believe that we have people in positions (making decisions) that cannot see that traffic issues must be in the planning of this area! People on a daily basis complain about traffic on 521 and yet you continue to add more developments. In the near future, no one will want to come here because of your poor planning. Don't blame the planning commission — they're not qualified as we all know.

Agenda Item Summary

Ordinance # / Resolution# 2017-1476- RZ-017-024

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 10-9-17

Issue for Consideration:

This is a rezoning application of Steve and Marlena Norwood to rezone a ± 2.0 acre portion of a ± 66.8 acre tract of property from RR, Rural Residential District to RUB, Rural Business District. The owner is requesting the property be returned to the previous commercial zoning designation (approved 2013) prior to the 2016 adoption of the updated UDO and Zoning Map.

Points to Consider:

The Lancaster County Zoning Map show adjacent parcels to the north are zoned RR, Rural Residential District, and INS, Institutional District. Adjacent parcels to the east are zoned RR, Rural Residential District. Adjacent parcels to the south include RR, Rural Residential District. Adjacent parcels to the west include RR, Rural Residential District and INS, Institutional District. Five (5) parcels located within 280ft south of the property are zoned RUB, Rural Business District.

The current commercial zoning map districts have been changed in rural areas to RUB, Rural Business Districts versus the previous Lancaster County Zoning designation of B-3, the General Business District (now called GB, General Business District). In this regard, majority of the uses shown on the use table are the same for both GB and RUB zoning classifications (Exhibit 10). The RUB district in some cases provides more opportunities for business due to the rural nature of the area. By rezoning this parcel to RUB it will allow the applicant a flexibility of uses while granting the right to use the property as it was originally zoned.

The property is adjacent to three (3) roads that converge together (Old Camden Monroe Highway, Shiloh Unity Road, and southwest of the property Tradesville Road). The property is within the rural area and rural crossroads thus, a proposed Auto Mechanic shop would conform to both the Zoning Map and the Future Land Use Map.

In addition, the applicant has already went through the rezoning process in 2013 and was approved. Based on feedback found in the 2013 case file several citizens were noted at the public hearing stating they were ok with the rezoning due to the location being off the main road and the property is shielded from view. Two other citizens noted that similar business were located within the area, and only rezoning 2 acres was not an issue.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Steve and Marlena Norwood by a vote of (6-0). No citizens signed up to speak on this rezoning case. The complete staff report can be located on www.mylancastersc.org -Click on Planning and go to 2017 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1476

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A 2.0 ACRE PORTION OF PROPERTY OWNED BY STEVE AND MARLENA NORWOOD LOCATED AT 1929 BRADY ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Steve and Marlena Norwood applied to rezone a 2.0 acre portion of property located at 1929 Brady Road from RR, Rural Residential District, to RUB, Rural Business District.

(b) On September 19, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Portion of Tax Map No. 0055-00-011.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2017.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2017	
Second Reading:	October 23, 2017	(Tentative)
Third Reading:	November 13, 2017	(Tentative)

Date of 1st Reading: 10-9-17
__ Approved __ Denied __ No Action

Date of 2nd Reading: 10-23-17
__ Approved __ Denied __ No Action

Date of 3rd Reading: 11-13-17
__ Approved __ Denied __ No Action

PLANNING STAFF REPORT: RZ-017-024

I. FACTS

A. GENERAL INFORMATION

Proposal: This is a rezoning application of Steve and Marlena Norwood to rezone a ± 2.0 acre portion of a ± 66.8 acre tract of property from RR, Rural Residential District to RUB, Rural Business District. The owner is requesting the property be returned to the previous commercial zoning designation (approved 2013) prior to the 2016 adoption of the updated UDO and Zoning Map.

Property Location: The subject property is located at 1929 Brady Road, off Old Camden Monroe Highway, northeast of the intersection with Shiloh Unity Road in Lancaster County, SC.

Legal Description: Portion of Tax Map 55, Parcel 11.00

Zoning Classification: RR, Rural Residential District (previously zoned GB, General Business District).

Voting District: District 3, Billy Mosteller

B. SITE INFORMATION

Site Description: The subject property is currently is occupied by the owner's residence and a ± 2.0 acre previously approved portion of property used as an Auto Repair/Auto Machine shop. Majority of the site is wooded.

C. VICINITY DATA

Surrounding Conditions: The Lancaster County Zoning Map show adjacent parcels to the north are zoned RR, Rural Residential District, and INS, Institutional District. Adjacent parcels to the east are zoned RR, Rural Residential District. Adjacent parcels to the south include RR, Rural Residential District. Adjacent parcels to the west include RR, Rural Residential District and INS, Institutional District. Five (5) parcels located within 280ft south of the property are zoned RUB, Rural Business District.

D. EXHIBITS

1. Rezoning Application
2. Vicinity Map
3. Lancaster County Zoning Map

4. Future Land Use Map
5. Tax Inquiry Sheet
6. Approved Rezoning Ordinance # 2013-1201
7. UDO – Section: 2.3 – Districts
8. UDO-Section 5.8.7- Vehicle Services- Major Repair/Body Work
9. UDO- Section: 7.1.5- Buffer Yard Types
10. Lancaster County Table of Uses

II. FINDINGS

Code Considerations:

Rural Residential District (RR)

The Rural Residential District is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.

Rural Business District (RUB)

The Rural Business District is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population.

III. CONCLUSIONS

The current commercial zoning map districts have been changed in rural areas to RUB, Rural Business Districts versus the previous Lancaster County Zoning designation of B-3, the General Business District (now called GB, General Business District). In this regard, majority of the uses shown on the use table are the same for both GB and RUB zoning classifications (Exhibit 10). The RUB district in some cases provides more opportunities for business due to the rural nature of the area. By rezoning this parcel to RUB it will allow the applicant a flexibility of uses while granting the right to use the property as it was originally zoned.

The Future Land Use Map identifies this property as Rural Living based on the *Lancaster County Comprehensive Plan 2014-2024*. The rural living community type notes rural crossroads. The subject property is in close proximity to a rural crossroad. The property is adjacent to three (3) roads that converge together (Old Camden Monroe Highway, Shiloh Unity Road, and southwest of the property Tradesville Road). The property is within the rural area and rural crossroads thus, a proposed Auto Mechanic shop would conform to both the Zoning Map and the Future Land Use Map. The property is also fronting a major road which can handle more rural business uses.

Date of 1st Reading: 10-9-17
☐ Approved ☐ Denied ☐ No Action

Date of 2nd Reading: 10-23-17
☐ Approved ☐ Denied ☐ No Action

Date of 3rd Reading: 11-13-17
☐ Approved ☐ Denied ☐ No Action

In addition, the applicant has already went through the rezoning process in 2013 and was approved. Based on feedback found in the 2013 case file several citizens were noted at the public hearing stating they were ok with the rezoning due to the location being off the main road and the property is shielded from view. Two other citizens noted that similar business were located within the area, and only rezoning 2 acres was not an issue. If the rezoning is successful again the applicant will be required to submit a site plan to the TRC (Technical Review Committee). The proposed site plan will be required to provide a Type C Buffer Yard and a fence of not less than 6 feet in height and meet several other conditions in Chapter 5- Use Regulations (Exhibit 8).

IV. RECOMMENDATION:

It is therefore the recommendation of the planning staff that the rezoning request for the property located at 1929 Brady Road off Old Camden Monroe Highway, northeast of the intersection with Shiloh Unity Road, be approved.

V. RECOMMENDATION FROM PLANNING COMMISSION MEETING:

At the Lancaster County Planning Commission meeting on Tuesday, September 19, 2017 the Commission voted to **approve** the rezoning application of Steve and Marlena Norwood by a vote of (6-0). No citizens signed up to speak on this rezoning case.

Lancaster County Planning,

8/14/17

We did not realize that there had been a county rezoning update of the Ordinance map.

Now that we are financially ready to proceed with the building we request our property be rezoned to Rural Business based on our location, P/O TMS 055 Parcel 11, as formerly requested.

Please accept this request.

Thank you
Steve + Marlina Nowood.

Exhibit 1

Exhibit 2

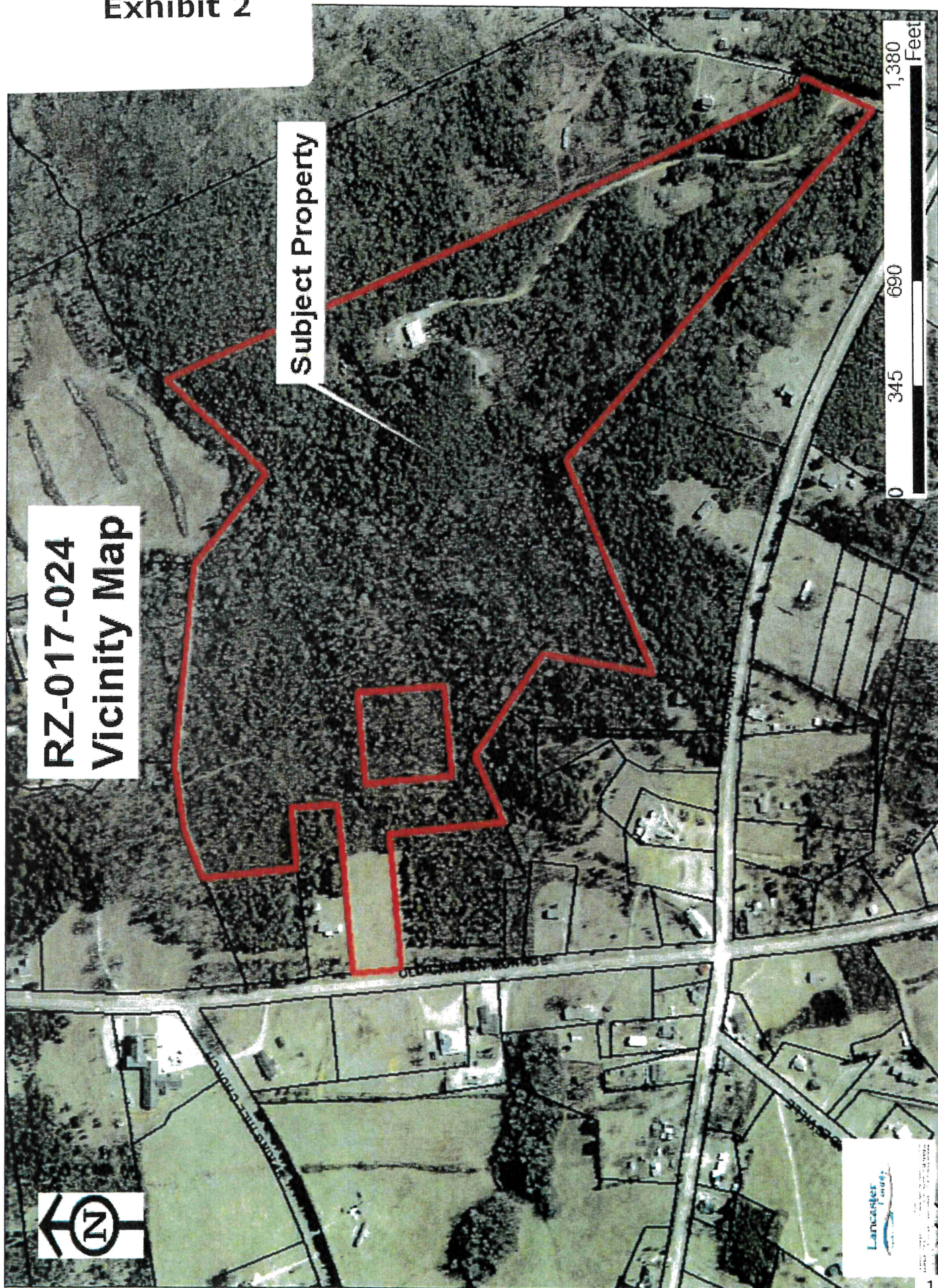


Exhibit 3

RZ-017-024 Zoning Map

Subject Property

1,380
Feet

690

345

0



Exhibit 4

RZ-017-024 Future Land Use Map

Subject Property

0 345 690 1,380 Feet



Exhibit 6

FILED
OFFICE OF CLERK
OF COURT
2013 MAR 27 AM 11:19
CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

ORDINANCE NO. 2013-1201

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE a 2 ACRE PORTION OF PROPERTY OF STEVE NORWOOD, LOCATED ON OLD CAMDEN MONROE HIGHWAY FROM R-45B, RURAL RESIDENTIAL BUSINESS AGRICULTURAL DISTRICT, TO B-3 GENERAL COMMERCIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS REALTED THERETO.HERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Steve Norwood applied to rezone a two acre portion of property located on Old Monroe Highway from R-45B, Rural Residential Business Agricultural District, to B-3, General Commercial District.

(b) On January 15, 2013, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-1, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45B, Rural Residential District to B-3 General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 55, Parcel 11.

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.

Exhibit 6

Section 4. **Conflicting Provisions.**

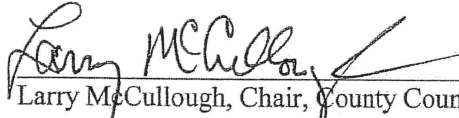
To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

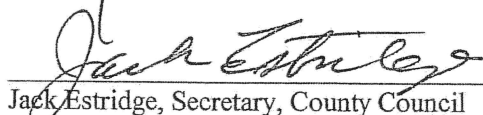
Section 5. **Effective Date.**

This ordinance is effective upon third reading.

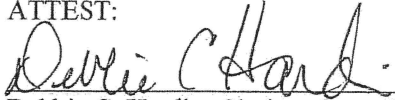
And it is so ordained, this 25th day of March, 2013.

LANCASTER COUNTY, SOUTH CAROLINA


Larry McCullough, Chair, County Council



Jack Estridge, Secretary, County Council

ATTEST:


Debbie C. Hardin, Clerk to Council

First Reading: February 25, 2013
Second Reading: March 11, 2013
Third Reading: March 25, 2013

Approved as to form:


County Attorney

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Exhibit 10

DISTRICT STANDARDS
2.5 USES PERMITTED

2

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

USE TYPES			RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD				REF.			
AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF.	
A. RESIDENTIAL																						REF.
Dwelling - Single Family	P	P	P	P	P	P	P	-	-	-	-	-	-	-	-	-	P	-	-	-	-	
Dwelling - Two Family	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	-	-	-	5.2.1	
Dwelling - Townhome	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	P	P	P	P	-	
Dwelling - Multifamily	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	5.2.2	
Dwelling - Accessory	PR	PR	PR	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	PR	-	-	-	5.2.3	
Halfway Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.4	
Live-Work Units	-	-	-	PR	-	-	PR	PR	-	-	SE	-	-	-	-	-	-	PR	PR	PR	5.2.5	
Manufactured Housing	PR	PR	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6	
Manufactured Home Park	SE	-	-	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6	
Residential/Family Care Home (5 or fewer residents)	P	P	P	-	P	P	-	-	-	-	-	-	-	-	-	-	P	P	P	P	-	
Residential Care Facilities (6 or more residents)	-	-	-	PR	-	-	-	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	PR	PR	5.2.7	
B. LODGING																						REF.
Bed and Breakfast Homes (up to 8 rooms)	PR	PR	PR	PR	-	PR	PR	PR	-	-	PR	-	-	-	-	-	PR	PR	-	PR	5.3.1	
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	-	PR	PR	5.3.1	
Boarding or Rooming House	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	5.3.2	
Campground	SE	SE	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	-	5.3.3	
Dormitory	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Hotel/Motel	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	-	
C. OFFICE/SERVICE																						REF.
ATM	-	-	-	P	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	-	
Banks, Credit Unions, Financial Services	-	-	-	P	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	-	
Business Support Services	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	-	
Crematoria	-	-	-	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.4.1	
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	-	
Funeral Homes	-	-	-	P	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	-	
Home Occupation	PR	PR	PR	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	PR	PR	5.4.2	
Kennels, Indoor	PR	PR	PR	PR	-	-	-	PR	PR	PR	PR	-	PR	-	-	-	-	-	PR	PR	5.4.3	
Kennels, Outdoor	PR	PR	CU	PR	-	-	-	-	CU	CU	CU	-	CU	-	-	-	-	-	-	-	5.4.4	
Medical Clinic	-	-	-	PR	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.4.5	

P – Permitted by Right PR – Permitted with Review CU – Conditional Use Required SE – Special Exception Required

Exhibit 10

Lancaster County Unified Development Ordinance – Use Table

USE TYPES			RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD				REF		
AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
C. OFFICE/SERVICES (CONTINUED)																					
Personal Services	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Personal Services, Restricted	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	5.4.6
Post Office	-	-	P	-	-	-	P	P	P	P	P	-	-	-	-	-	-	-	P	P	
Professional Services	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	
Small Equipment Repair/Rental	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Veterinary Clinic	-	-	P	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	-
D. COMMERCIAL/ENTERTAINMENT																					
Alcoholic Beverage Sales Store	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	-	
Amusements, Indoor	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Amusements, Outdoor	-	-	PR	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.5.1
Bar/Tavern/Brew Pub	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	PR	-	5.5.2
Billiard/Pool Hall	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Brewery	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	P	
Distillery	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-	-	-	-	
Food Truck	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.5.3
General Commercial	-	-	PR	-	-	-	-	PR-	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.5.4
Night Club	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	
Outside Sales	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.5
Outside Sales, Sidewalk Sales	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.6
Pawnshops	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	5.5.7
Racetrack	-	-	-	-	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	-	5.5.8
Restaurant	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.9
Riding Stables	P	P	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	
Sexually Oriented Business/Adult Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.5.10
Shooting Range, Indoor	-	-	PR	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.5.11
Shooting Range, Outdoor	SE	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.5.12
Theater, Indoor Movie or Live Performance	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Theater, Outdoor (Amphitheater)	PR	-	PR	-	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	PR	PR	5.5.13

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Exhibit 10

DISTRICT STANDARDS
2.5 USES PERMITTED

2

Lancaster County Unified Development Ordinance – Use Table

USE TYPES		RURAL					TRANSITIONAL					SPECIAL					NEIGHBORHOOD						
		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
E. CIVIC																							
Cemetery	PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	-	-	PR	-	-	PR	5.6.1
Conference/Convention Center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Cultural or Community Facility	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Event Venue/Banquet Hall	P	P	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.6.2
Places of Assembly	PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	-	PR	-	-	-	-	CU	-	CU	CU	5.6.3
Private Recreation Facilities	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.6.4
Public Recreation Facilities	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	PR	PR	PR	PR	PR	PR	5.6.5
Public Safety Station	P	P	P	P	-	-	-	P	P	P	P	P	-	P	P	-	-	-	-	-	P	P	
Sports Arena/Stadium (4,000 or more seats)	-	-	-	-	-	-	-	-	-	-	CU	CU	-	CU	-	-	-	-	-	-	-	CU	5.6.6
F. EDUCATIONAL/INSTITUTIONAL																							
Child/Adult Day Care Home (5 or fewer persons)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	PR	PR	-	PR	PR	PR	5.7.1
Child/Adult Day Care Home (6 or more persons)	-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.7.2
College/University	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	P	P	
Community Support Facility	-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	5.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	CU	-	SE	SE	-	-	-	-	-	-	-	5.7.4
Day Treatment Center	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	5.7.5
Hospital	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	-	-	-	-	-	-	
Schools – Elementary and Secondary	PR	PR	PR	PR	-	PR	CU	CU	CU	CU	CU	PR	-	-	-	-	CU	CU	CU	CU	CU	CU	5.7.6
Schools – Vocational/Technical	-	-	-	P	-	-	-	-	P	P	P	P	-	P	P	-	-	-	-	-	P	P	
Studio – Art, dance, martial arts, music	P	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	-	P	P	
G. AUTOMOTIVE																							
Drive-Thru/Drive-In Facility	-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	PR	PR	-	-	-	-	-	PR	PR	5.8.1
Electric Vehicle Charging Stations	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.2
Heavy Equipment/Manufactured Home Rental/Sales/Repair	-	-	-	-	-	-	-	-	-	-	SE	-	-	PR	PR	-	-	-	-	-	-	-	5.8.3
Parking Lot/Structure – Principal Use	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	-	PR	PR	5.8.4
Vehicle Rental/Leasing/Sales	-	-	-	PR	-	-	-	-	-	CU	PR	PR	-	-	-	-	-	-	-	-	CU	CU	5.8.5
Vehicle Services – Minor Maintenance/Repair	-	-	-	P	-	-	-	-	CU	CU	PR	PR	-	PR	PR	-	-	-	-	-	CU	CU	5.8.6
Vehicle Services – Major Repair/Body Work	-	-	-	PR	-	-	-	-	-	CU	PR	PR	-	PR	PR	-	-	-	-	-	-	-	5.8.7

P – Permitted by Right PR – Permitted with Review CU – Conditional Use Required SE – Special Exception Required

UNIFIED DEVELOPMENT ORDINANCE | Adopted 11.28.2016

2-12

Exhibit 10

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL							SPECIAL					NEIGHBORHOOD					REF	
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX			
H. INDUSTRY/WHOLESALE/STORAGE																								REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	-	-	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	5.9.1	
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	5.9.2	
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	-	5.9.3	
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	5.9.4	
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	-	5.9.5/6	
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	PR	5.9.6/7	
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	-	5.9.8	
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	-	5.9.9	
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	-	P	-	-	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	PR	-	-	-	-	-	-	-	5.9.10	
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	-	5.9.11	
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	PR	5.9.12	
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	5.9.13	
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	P	5.9.14	
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	5.9.15	

I. AGRICULTURE																						
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	G5	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	P	P	P	-	-	P	P	-	-	-	-	-	P	-
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Animal Production	PR	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.3
Apiculture (Bee Keeping)	P	P	P	P	-	P	-	-	P	-	-	P	P	-	-	-	-	-	-	-	P	-
Backyard Pens/Coops	P	P	P	P	-	P	PR	PR	-	-	-	PR	-	-	-	-	-	-	-	-	PR	5.10.4

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

UNIFIED DEVELOPMENT ORDINANCE | Adopted 11.28.2016

2-13

Exhibit 10

Lancaster County Unified Development Ordinance – Use Table

USE TYPES			RURAL				TRANSITIONAL				SPECIAL				NEIGHBORHOOD							
AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF	
I. AGRICULTURE (CONTINUED)																						
Commercial Stables	P	P	P	P	-	-	-	-P	P	P	-	-	-	-	-	-	-	-	-	-	-	
Ecotourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.10.5	
Forestry	P	P	P	P	P	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-	-	
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P		
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.6	
J. INFRASTRUCTURE																						
Airstrip/Airport	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	5.11.1	
Geothermal Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.2	
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3	
Solar Farms	CU	CU	CU	-	-	-	-	-	-	-	-	-	CU	CU	-	-	-	-	-	-	5.11.4	
Utilities – Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Utilities – Class 3	P	P	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-		
Wireless Communication Facility (Concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5	
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5	
Wireless Communication Facility (60.01' to 199.99')	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	-	PR	PR	PR	SE	SE	SE	SE	SE	5.11.5	
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	5.11.5	
K. OTHER																						
Temporary Uses	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
																						5.12

SE – Special Exception Required

CU – Conditional Use Required

PR – Permitted with Review

P – Permitted by Right

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Kemesha Lowery County Council District _____

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes _____ no _____

Tel. Number (home) _____ (work) _____ (other) _____

Email: kemeshalowery@yahoo.com

Occupation Project Coordinator Place of employment Palmetto CASA

Address 106 North York Street, Lancaster, SC 29720 Normal working hours 7am-5pm (Mon-Thursday)
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Board of Zoning Appeals 2nd choice _____

3rd choice _____

Reason for interest

Would love to prompt change and give back to my community to serve as a positive voice for my district.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed). I attended South Carolina State University, I currently have extra time to focus on changes in Lancaster County and to help make a difference. I currently sit on Hope on the Hill Board and am too excited at the changes we have worked as a team to prompt a positive change.

Do you presently serve any State, County or Municipal Boards? No If yes, list _____

Have you ever served on a county board? No If yes, list _____

Additional pertinent information

Applicant's signature Kemesha Lowery Date 10/2/17

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Marylene Stover County Council District 3

Mailing Address _____ City/Zip _____

Street Address _____
29720 _____ Registered Voter yes x no _____

Tel. Number (home) _____ (work) _____ (other) _____

Email: stovermarylene@yahoo.com

Occupation Intake Specialist Place of employment PCASA

Address 106 N. York Street Lancaster SC 29720

Normal working hours 7:00 am to 5:00 pm
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested --- council discretion

1st choice Lancaster Co. Board of 2nd choice _____
Assessment Appeals

3rd choice _____

Reason for interest _____

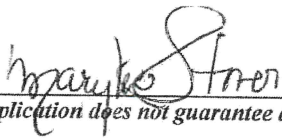
Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) Committed to our community. Hoping to be able to promote a positive change. I graduated from Claflin University and in my 20plus years I worked in areas to be able to advocate.

Do you presently serve any State, County or Municipal Boards? no If yes,
list _____

Have you ever served on a county board? no If yes,
list _____

Additional pertinent information _____

Applicant's signature



Date

10/2/17

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17



September 27, 2017

Mr. Steve Willis
County Administrator
County of Lancaster
101 N. Main Street., 2nd Floor
Lancaster, SC 29721

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Charter Communications subscribers in your area.

Effective on or after October 30, 2017, Sportsman Channel will cease to be carried on all Charter Spectrum lineups. Newspaper legal notices will also run through September 30 in all impacted areas.

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (704) 378-2739 or via email at michael.tanck@charter.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck", written over a light blue horizontal line.

Michael E. Tanck
Director of Government Affairs
Charter Communications



September 27, 2017

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Effective on or after October 30, 2017 Sportsman Channel programming will no longer be available on:

Spectrum TV on Sports Pass channel 409 – Legacy Time Warner Cable Customers

Spectrum TV on Sports View/Digi Tier 2 channels 315 & 833 – Legacy Charter Customers

Customers with questions are encouraged to call **1-888-GET CHARTER**. Should you need my assistance or have any questions related to this change, please do not hesitate to contact me at 803-251-5320 or via email at ben.breazeale@charter.com.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale". The signature is fluid and cursive, with the first name "Ben" and last name "Breazeale" clearly distinguishable.

Ben Breazeale
Sr. Director, State Gov't Affairs-South Region
Charter Communications

MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, October 9 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, October 10 th	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room, Administration Building
Tuesday, October 10 th	5:00 p.m.	Public Safety Committee - CANCELLED Council Conference Room, Administration Building
Thursday, October 12 th	6:00 p.m.	Administration Committee Council Conference Room, Administration Building
Monday, October 23 rd	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, November 13 th	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
5:00 p.m. ... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
6:00 p.m. ... Administration Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd Thursday of each month6:00 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)11:45 a.m. ... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers