

# Lancaster County Council Regular Meeting Agenda

Monday, December 11, 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 Larry Honeycutt**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
  - a. Audit Presentation for Fiscal Year Ended June 30, 2017 – Presented by Grant Davis, CPA, Mauldin & Jenkins, LLC
  - b. Thumbs Up Award – Amy Bowers, Zoning Department – Presented by Chairman Steve Harper
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
  - a. Minutes of the November 27, 2017 regular meeting – *pgs. 4-11*
  - b. **3<sup>rd</sup> Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. Passed 7-0 at the November 27, 2017 County Council Meeting. – Penelope Karagounis – pgs. 12-13*

c. **3<sup>rd</sup> Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. Passed 7-0 at the November 27, 2017 County Council Meeting. – Penelope Karagounis – pgs. 14-15*

8. **Non-Consent Agenda**

a. **Resolution 0984-R2017 regarding Amending Master Multi-County Park Agreement with Chesterfield County to Add Property of Stanley Black & Decker Inc.**

Resolution Title: A Resolution To Amend The Master Multi-County Park Agreement Between Chesterfield County And Lancaster County, Dated As Of December 9, 2013, And Amended And Restated As Of November 9, 2015, So As To Add To The Agreement Property Of Stanley Black & Decker, Inc., A Company Previously Identified As Project Tape, Acting For Itself, One Or More Affiliates And/Or Other Project Sponsors Located In Chesterfield County. – *John Weaver – pgs. 16-20*

b. **2<sup>nd</sup> Reading of Ordinance 2017-1485 regarding Amending the UDO so as to Address Private Driveways in Residential Developments – AMENDMENT NEEDED**

Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1422 (Uniform Development Ordinance) By The Deletion Therefrom Of The Existing Wording Of Section 6.11.4G And The Addition Thereto Of Substituted Wording Noted Herein; By The Addition Of Section 6.18H And The Wording Thereof As Noted Herein. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. - Penelope Karagounis – pgs. 21-23*

c. **Public Hearing and 2<sup>nd</sup> Reading of Ordinance 2017-1486 regarding Extending the Fee Agreement for Founders Federal Credit Union**

Ordinance Title: An Ordinance To Approve The Extension Of The Investment Period Under The Fee Agreement Dated September 14, 2009 By And Between Lancaster County And Founders Federal Credit Union; To Authorize And Approve An Investment Period Extension And Infrastructure Credit Agreement Providing For, Among Other Things, Special Source Revenue Credits In Connection With The Extension. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the November 27, 2017 County Council Meeting. - Jamie Gilbert – pgs. 24-43*

d. **1<sup>st</sup> Reading of Ordinance 2017-1487 regarding Rezoning Property Owned by Jackie Jordan**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 10.5 Acres Located At 1501, 1503, 1505, And 1511 Great Falls Highway From MDR, Medium Density Residential District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 44-53*



e. **1<sup>st</sup> Reading of Ordinance 2017-1488 regarding Rezoning Property Owned by Branbro Investments LLC**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 1.77 Acres Owned By Branbro Investments, LLC Located ± 750 Feet South Of The Intersection Of Collins Road And Charlotte Highway From INS, Institutional District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 54-63*

9. **Discussion and Action Items**

a. Nomination for appointment to the Fire Code Appeals Board as the Utilities Representative – *pg. 64*

- Ken Broughton for a 4 year term ending on 6/30/2021

b. Nomination for appointment to the Tax Advisory Committee – *Steve Willis – pg. 65*

- Replace Johannes Tromp with Alkesh Patel

c. Proposal to change the bylaws for the Health and Wellness Commission – *(Favorable Recommendation – Administration Committee) - John Weaver – pgs. 66-74*

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

11. **Miscellaneous Reports and Correspondence**

a. Charter Communications – *pgs. 75-76*

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

13. **Executive Session**

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

b. *Economic Development Discussion: Project Campus. SC Code 30-4-70(a)(5).*

14. **Calendar of Events** – *pg. 77*

15. **Adjournment**

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

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



Members of Lancaster County Council

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

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

101 N. Main Street, Lancaster, SC 29720

Monday, November 27, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Penelope Karagounis, Veronica Thompson, Frannie Heizer of the McNair Law Firm, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

### **Call to Order regular meeting**

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

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

Chairman Steve Harper welcomed everyone to the meeting. Terry Graham led the Pledge of Allegiance to the American Flag and delivered the Invocation.

### **Approval of the agenda**

Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff.

John Weaver stated that Item 7f under the Consent Agenda (or Ordinance 2017-1484) needed to be removed from the Consent Agenda and moved to the Non-Consent Agenda since it requires an amendment. Steve Harper noted that if the agenda is amended as stated, Ordinance 2017-1484 will become Item 8h under the Non-Consent portion of the agenda.

Council approved the amended agenda by unanimous vote of 7-0.

### **Citizens Comments**

There were no citizens that came forward for comments.

### **Consent Agenda**

Billy Mosteller moved to approve Consent Agenda Item a, Item b, Item c, Item d and Item e. Seconded by Larry Honeycutt. No further discussion. Council approved Consent Agenda Items a, b, c, d and e by unanimous vote of 7-0.

- a. Minutes of the November 13, 2017 regular meeting
- b. **3<sup>rd</sup> Reading of Ordinance 2017-1479 regarding Authorization of Fee Agreement Between Lancaster County and Rhyno Partners BR Holdings, LLC**  
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Among Lancaster County And Rhyno Partners BR Holdings, LLC, Providing For, Among Other Things, The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Authorize The Execution Of A Special Source Revenue Credit Agreement By And Among Lancaster County And The Blythe Company, LLC, Providing For, Among Other Things, The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.
- c. **2<sup>nd</sup> Reading of Ordinance 2017-1481 regarding Adding Property of Project Shamrock to the Multi-County Park Agreement Between Chesterfield County and Lancaster County**  
Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through February 13, 2017, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Project Shamrock).
- d. **2<sup>nd</sup> Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive**  
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District.



e. **2<sup>nd</sup> Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

**Non-Consent Agenda**

**Resolution 0980-R2017 regarding Reimbursement of Certain Expenditures Prior to the Issuance By The County Of Its Tax-Exempt Debt**

Resolution Title: A Resolution Relating To The Declaration Of Intent By Lancaster County, South Carolina, To Reimburse Certain Expenditures Prior To The Issuance By The County Of Its Tax-Exempt Debt.

Charlene McGriff moved to approve Resolution 0980-R2017. Seconded by Terry Graham. Council voted to approve Resolution 0980-R2017 by unanimous vote of 7-0.

**Resolution 0981-R2017 regarding Trap/Neuter/Return**

Resolution Title: A Resolution To Support A Free Roaming Cat Program In Lancaster County To Implement The Trap, Neuter, And Return Method As An Effective Way To Deal With Stray And Feral Cats.

Larry Honeycutt moved to approve Resolution 0981-R2017. Seconded by Brian Carnes. Council voted to approve Resolution 0981-R2017 by unanimous vote of 7-0.

**Resolution 0982-R2017 regarding Adoption of Lancaster County Airport Capital Improvement Plan (CIP)**

Resolution Title: A Resolution To Adopt The Lancaster County Airport Capital Improvement Plan For Federal Fiscal Year 2019 Through Federal Fiscal Year 2023.

Larry Honeycutt moved to approve Resolution 0982-R2017. Seconded by Billy Mosteller. Council voted to approve Resolution 0982-R2017 by unanimous vote of 7-0.

**Resolution 0983-R2017 regarding Employee Christmas Bonus for Fiscal Year 2017-2018**

Resolution Title: A Resolution To Authorize An Employee Christmas Bonus For Fiscal Year 2017-2018; To Allow The Finance Department To Proceed With Issuance.

Charlene McGriff moved to approve Resolution 0983-R2017. Seconded by Larry Honeycutt.

Jack Estridge moved that the resolution for Employee Christmas Bonus's be amended to include solid waste convenience site workers. He stated that they work 32 hours but have no benefits. Steve Willis indicated that any personnel who work 30 hours or more have to have benefits because they are considered full time employees. Jack Estridge withdrew his motion.

Council voted to approve Resolution 0983-R2017 by unanimous vote of 7-0.

**Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1478 regarding First Amendment to the Avondale Development Agreement**

Ordinance Title: An Ordinance To Approve A First Amendment To The Development Agreement Avondale Development; To Authorize Certain County Officials To Execute And Deliver The First Amendment To The Development Agreement Avondale Development.

Brian Carnes moved to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1478. Seconded by Billy Mosteller.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2017-1478. There were 17 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2017-1478. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1478 by unanimous vote of 7-0.

**Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2017-1480 regarding Approval of a Fifth Amendment to the Agreement of the Joint Industrial and Business Park Between Lancaster County And Chester County**

Ordinance Title: An Ordinance To Approve A Fifth Amendment To The Agreement For The Development Of A Joint Industrial And Business Park Dated As Of December 1, 2008 Between The County And Chester County So As To Remove Certain Property Previously Added To The Park Agreement.

Councilman Jack Estridge recused himself from the discussion and vote on Ordinance 2017-1480. His Statement of Recusal is on file with the Clerk to Council. Jack Estridge stepped into the hallway between Council Chambers and the Conference Room during the discussion and vote on Ordinance 2017-1480.

Terry Graham moved to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1480. Seconded by Charlene McGriff.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2017-1480. There were 15 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2017-1480. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council voted to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1480 by a vote of 6-0-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 3<sup>rd</sup> Reading of Ordinance 2017-1480, there were no votes against approval of the 3<sup>rd</sup> Reading and Jack Estridge recused himself from the vote.

Jack Estridge returned to Council Chambers immediately after the vote on Ordinance 2017-1480 and before Council began discussion of Ordinance 2017-1486.



**1<sup>st</sup> Reading of Ordinance 2017-1486 regarding Extending the Fee Agreement for Founders Federal Credit Union**

Ordinance Title: An Ordinance To Approve The Extension Of The Investment Period Under The Fee Agreement Dated September 14, 2009 By And Between Lancaster County And Founders Federal Credit Union; To Authorize And Approve An Investment Period Extension And Infrastructure Credit Agreement Providing For, Among Other Things, Special Source Revenue Credits In Connection With The Extension.

Larry Honeycutt moved to approve the 1<sup>st</sup> Reading of Ordinance 2017-1486. Seconded by Charlene McGriff. Council voted to approve the 1<sup>st</sup> Reading of Ordinance 2017-1486 by unanimous vote of 7-0.

**2<sup>nd</sup> Reading of Ordinance 2017-1484 regarding Authorization of a Fee Agreement Between Lancaster County and Project Shamrock (Moved from Consent Agenda to Non-Consent Agenda)**

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

Charlene McGriff moved to approve the 2<sup>nd</sup> Reading of Ordinance 2017-1484. Seconded by Brian Carnes.

John Weaver stated that Council had questioned the wording under “New Full-Time Job” on page 70 of the agenda packet or page 5 of the Fee Agreement between Lancaster County, South Carolina and Project Shamrock. Council wanted clarification on the wording in that paragraph so that employers would not think that they could hire workers that were in the United States illegally. Therefore, John Weaver stated that the wording under “New Full-Time Job” should read as follows: “New Full-Time Job” means a new, full-time job (i.e., at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “New Full-Time Job” includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. All persons filling the New Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and not less than ninety percent (90%) of the persons filling the New Full-Time Job positions must be U.S. citizens,” as outlined on Schedule A.

Brian Carnes moved to amend Ordinance 2017-1484 as outlined by John Weaver. Seconded by Charlene McGriff. Council voted to amend Ordinance 2017-1484 as outlined by John Weaver by unanimous vote of 7-0.

Council voted to approve the 2<sup>nd</sup> Reading of Ordinance 2017-1484 as amended by unanimous vote of 7-0.



## **Discussion and Action Items**

### **Nomination for appointment to the Health and Wellness Commission for District 1.**

Terry Graham moved to approve the appointment of Michelle Simonetti to the Health and Wellness Commission for a four (4) year term that will end on 6/30/2021. Seconded by Charlene McGriff. The motion to approve the appointment passed by unanimous vote of 7-0.

### **Nominations for appointments to the Tax Advisory Committee.**

Brian Carnes moved to approve the appointments of Nash Patel, Johannes Trump, Mike Dial, Debbie Jaillette, Dean Faile, Veronica Thompson and Kim Hill to the Tax Advisory Committee. Seconded by Billy Mosteller. The motion to approve the appointments passed by unanimous vote of 7-0.

### **Final adoption of 2018 calendar.**

Terry Graham move to adopt the 2018 calendar. Seconded by Billy Mosteller. Council voted to adopt the 2018 calendar by unanimous vote of 7-0.

### **Roads update and draft letter regarding 2008-915 road standards.**

Larry Honeycutt moved that the County send a certified letter to the developers of the post Ordinance 915 roads explaining that the roads must meet Ordinance 915 criteria before December 31, 2017 and outlining the procedure for an extension. Seconded by Brian Carnes.

John Weaver stated that in December of 2014, the County passed Ordinance 2014-1299. He explained that the Ordinance established three categories of roads that may be considered by Council for acceptance into the public road system. John Weaver reviewed the roads in the following categories: (1) Legacy roads, which were built prior to December 1, 2008 and prior to the passage of Ordinance 915 which set the standards for the acceptance of roads by the County, which are not of concern for the current discussion; (2) post Ordinance 915 roads, which are the roads that Council will be considering and discussing for this Action item; and (3) roads within a Planned Development District, a residential subdivision or cluster subdivision overlay community, which were submitted after January 1, 2015 and are considered private roads and are not of concern for the current discussion. John Weaver stated that the roads in Category 2 had to comply with the standards set forth in Ordinance 915 in order for the County to accept the roads. These standards had to be met by December 31, 2017. He stated that the roads for the developments that have already been accepted by the County are listed on page 163 of the agenda packet. He further noted that this discussion does not include roads for the developments listed on page 164 of the agenda packet. He stated that the roads within the developments listed on page 165 have not met the standards per Ordinance 915. He explained that if the standards have not been met by December 31, 2017, then the County has no obligation to accept those roads. If the County does not accept the roads, then they will go to the Homeowners Associations

(HOA). John Weaver stated that the County has discussed sending a certified letter that the standards have to be met by December 31, 2017 and if they are not met, then the letter will outline how developers can request an extension. He stated that the extension can be requested by coming to a Council meeting in January and requesting the extension in person and that they must present their letter of credit when they request the extension.

Brian Carnes stated that the HOA's should be notified as well and John Weaver stated that the HOA's will receive a copy of the letter. Steve Harper confirmed that the letters will be sent certified.

Chairman Harper allowed Ben Levine to speak. Ben Levine stated that many of the HOA's are controlled by the developers and would recommend that the information be placed in the newspaper in order to reach the citizens within the developments.

The motion to send a certified letter to the developers of the post Ordinance 915 roads passed by a vote of 6-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted in favor of the motion and Jack Estridge voted against the motion.

**Request by Time Warner to serve the remaining portion of Lancaster County.**

Time Warner has requested to serve the remaining portion of Lancaster County that they do not currently serve. The request is coming through the Secretary of State's Office. Council did not put forth any objection.

**Executive Session**

Brian Carnes moved to go into Executive Session to discuss an economic development matter, Project Watermelon, pursuant to SC Code 30-4-70(a)(5). Seconded by Charlene McGriff. The motion to go into Executive Session passed by unanimous vote of 7-0.

Brian Carnes moved to come out of Executive Session. Seconded by Jack Estridge. The motion to come out of Executive Session passed by unanimous vote of 7-0.

Upon returning to open session, Attorney John Weaver noted that Council considered one economic development briefing, Project Watermelon, during Executive Session. He stated that during the course of Executive Session, no votes were taken and no decisions were made.

**DRAFT**

**Adjournment**

Larry Honeycutt moved to adjourn the meeting. Seconded by Brian Carnes. The motion to adjourn passed by unanimous vote of 7-0.

Respectfully Submitted:

Approved by Council, December 11, 2017

Sherrie Simpson  
Clerk to Council

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Larry Honeycutt, Secretary



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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1482

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 2115 PINTA DRIVE 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) Barbra Goins applied to rezone property located at 2115 Pinta Drive from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On October 17, 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 MDR, Medium Density Residential District to MH, Manufactured Home District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0103D-0C-023.00

**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:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	Passed 7-0
Third Reading:	December 11, 2017	

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2017-1483

COUNTY OF LANCASTER

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AN ORDINANCE

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY LOCATED AT 1059 ROCKY RIVER 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) Lancaster County applied to rezone property located at 1059 Rocky River Road from RR, Rural Residential District, to RUB, Rural Business District.

(b) On October 17, 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:

Tax Map No. 0078-00-013.02

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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



**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	November 27, 2017	Passed 7-0
Third Reading:	December 11, 2017	

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 0984-R2017

COUNTY OF LANCASTER

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## A RESOLUTION

**TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY, DATED AS OF DECEMBER 9, 2013, AND AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, SO AS TO ADD TO THE AGREEMENT PROPERTY OF STANLEY BLACK & DECKER, INC., A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT TAPE, ACTING FOR ITSELF, ONE OR MORE AFFILIATES AND/OR OTHER PROJECT SPONSORS LOCATED IN CHESTERFIELD COUNTY.**

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

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

(a) The Council finds and determines that:

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

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

(3) Chesterfield County and Lancaster County pursuant to Ordinance No. 14-15-20, enacted by Chesterfield County Council on November 4, 2015, and Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement"); and

(4) The Amended and Restated Park Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County.

(b) It is the purpose of this resolution to approve the addition of the following property located in Chesterfield County to the Amended and Restated Park Agreement: Property of Stanley Black & Decker, Inc., a company previously identified as Project Tape, acting for itself, one or more affiliates and/or other project sponsors.

### **Section 2. Approval of amendment.**

Council approves the amendment of Exhibit B (Chesterfield County) of the Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (exhibits updated through February 13, 2017) to read:

**EXHIBIT B (Chesterfield County)**  
**Chesterfield County Property**

755 State Road S-13-680

<u>Tax Map No.</u>	<u>Owner</u>
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

<u>Tax Map No.</u>	<u>Owner</u>
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

<u>Tax Map No.</u>	<u>Owner</u>
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

<u>Tax Map No.</u>	<u>Owner</u>
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

<u>Tax Map No.</u>	<u>Owner</u>
32-7	Conbraco Industries, Inc.

3.14 acres, Hwy. 1

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-2	Carolina Cannerys, Inc.

Andrew Bloomfield Home Place

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-1	Carolina Cannerys, Inc.



14.94 acres, U.S. Highway 52

<u>Tax Map No.</u>	<u>Owner</u>
259-11-4-3	Carolina Cannery, Inc.

S. C. Highway 9

<u>Tax Map No.</u>	<u>Owner</u>
258-14-4-1	Highland Industries, Inc.

North of Evans Row Road

<u>Tax Map No.</u>	<u>Owner</u>
259-12-4-7	Schaeffler Group

S.C. Highway S-13-388 and Oak Street

<u>Tax Map No.</u>	<u>Owner</u>
259-1	Schaeffler Group

22.84 Acres West of Town of Cheraw

<u>Tax Map No.</u>	<u>Owner</u>
244-10	Schaeffler Group

400 Inglis Road

<u>Tax Map No.</u>	<u>Owner</u>
259-7-8-2	Carolina Packaging, Inc.

South Pine Street

<u>Tax Map No.</u>	<u>Owner</u>
31-11-1-5 and 31-11-1-14	Sun Recycling, Inc.

U.S. Highway 1, Northeast of Town of McBee

<u>Tax Map No.</u>	<u>Owner</u>
120-1, 120-12 and 120-14	A.O. Smith Corporation

98.84 acres, East side of S.C. Road S-13-172

Tax Map No.

Owner

145-50

Talley Metal Technologies, LLC

100 Stanley Road

Tax Map No.

Owner

272-9-1-5

The Stanley Works

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

Upon passage of this resolution, and an ordinance of Chesterfield County, approving the addition of the property identified in this resolution, the County Administrator of Lancaster County, in coordination with the County Administrator of Chesterfield County, shall cause to be prepared an amended and restated Park Agreement with Exhibit B (Chesterfield County) revised as set forth in Section 2 of this resolution. A copy of the amended and restated Park Agreement with a revised Exhibit B (Chesterfield County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Chesterfield County and Lancaster County.

**Section 4.      Conflicting provisions.**

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

**Section 5.      Severability.**

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

**Section 6.      Effective Date.**

This resolution is effective as of December 11, 2017.

SIGNATURES FOLLOW ON NEXT PAGE.

**AND IT IS SO RESOLVED**

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



STATE OF SOUTH CAROLINA  
COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1485

**AN ORDINANCE**

**TO AMEND ORDINANCE NO. 2016-1422 (UNIFORM DEVELOPMENT ORDINANCE) BY THE DELETION THEREFROM OF THE EXISTING WORDING OF SECTION 6.11.4G AND THE ADDITION THERETO OF SUBSTITUTED WORDING NOTED HEREIN; BY THE ADDITION OF SECTION 6.18H AND THE WORDING THEREOF AS NOTED HEREIN.**

**WHEREAS**, Section 6.11.4G of the UDO reads as follows,

**Any road or driveway, whether publicly or privately maintained, that serves as the sole access for 3 or more permanent residential or business structures must be named and brought up to private road standards. An occupied manufactured home is considered a permanent structure; and**

**WHEREAS**, having given consideration to the recommendation of the Planning Commission that amends the existing wording and the Council so finds that the need for the proposed text amendment to the ordinance as noted hereinafter is appropriate; and

**WHEREAS**, so as to further clarify and define with specificity the requirements of private drives, the Planning Commission has recommended and the Council so finds that the addition of the proposed text amendment to the ordinance as noted hereinafter is appropriate.

**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.** Section 6.11.4G of the County's Uniform Development Ordinance is deleted.

**Section 2.** As a substitution and replacement therefore, Section 6.11.4G is amended and shall read as follows:

**Any road or driveway, whether publically or privately maintained that serves as the sole access for three (3) or more permanent residential or business structures must be named.**

**Section 3.** Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities, shall be amended by the addition of the following wording:

**6.18H. PRIVATE DRIVES**

For private drives accessing more than two lots or more than two single-family residences, the road shall meet the private drive standards as follows:

1. No more than five lots may be assessed by a newly created private drive.
2. Each lot must have a minimum of 25 feet ingress/egress easement to be maintained by the property owner. The travel way must be at least 20 feet wide with gravel four inches deep. In addition, the first 25 feet of the drive must be 20 feet wide and paved when the private drive adjoins a paved drive.
3. Vehicle turnarounds must be provided at the end of all dead end private drives or other alternative approved by the Fire Marshal.
4. The sub divider is responsible for obtaining a permit to access a state maintained road.
5. The unpaved private drive must be shown on a Final Plat and must meet all the criteria for a Final Plat.
6. Commercial private drive must comply with private road standards.

**Section 4.** Severability.

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

**Section 5.** Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code, 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 \_\_\_\_\_, 2018.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

Attest:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	November 13, 2017	Passed 7-0
Second Reading:	December 11, 2017	
Third Reading:	January 8, 2018	(Tentative)



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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2017-1486

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**AN ORDINANCE**

**TO APPROVE THE EXTENSION OF THE INVESTMENT PERIOD UNDER THE FEE AGREEMENT DATED SEPTEMBER 14, 2009 BY AND BETWEEN LANCASTER COUNTY AND FOUNDERS FEDERAL CREDIT UNION; TO AUTHORIZE AND APPROVE AN INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE EXTENSION.**

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

**Section 1. Findings and Determinations.**

The Lancaster County Council finds and determines that:

a. Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution and the Code of Laws of South Carolina 1976, as amended, and the case law of the Courts of the State of South Carolina (the "State") to offer and provide certain privileges, benefits, and incentives to certain industries and other commercial enterprises as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into agreements with any industry to provide a fee in lieu of taxes payment pursuant to the Act for certain qualifying projects and to provide special source revenue credits against those fee in lieu of taxes payments;

b. the County, acting by and through the Council, is authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCP Act"), to create multicounty parks and to provide special source revenue credits to projects that are located in the multi-county park in order to enhance the economic development of the County;

c. in the exercise of the foregoing powers, the County and Founders Federal Credit Union (the "Company"), have heretofore entered into a Fee Agreement dated September 14, 2009 (the "Fee Agreement"), providing for certain incentives, including without limitation, payment of a fee-in-lieu of taxes ("FILOT") with respect to the Company's Project (as defined in the Fee Agreement);

d. the Fee Agreement provides for an Investment Period (as defined in the Fee Agreement) of five (5) years (the "Investment Period");

e. the Company has requested that the County extend the Investment Period, as permitted by Section 12-44-30(13) of the Act, by five (5) years so that the Investment Period will end on December 31, 2020;

f. the Company and the County acknowledge that due to the uncertainty surrounding the timing of the application of the extension request by the Company and the actual expiration date of the Investment Period, the parties desire to implement the extension through an Investment Period Extension and Infrastructure Credit Agreement providing for, among other things, special source revenue credit agreements, in the form attached hereto as Exhibit A (the "Extension Agreement"); and

g. the Company has made additional investments in the County and anticipates making additional investments in the County in the future and the County would like to provide an incentive to the Company to continue to operate and maintain employment at the Project and to continue to invest in the Project, and hereby finds that substantial public benefit will be derived from the Company continuing the operation of the Project and continuing the investments in the County.

## **Section 2. Statutory Findings.**

Council makes the following additional findings and determinations:

a. The Project will constitute a "project" as the term is referred to and defined in the Act, and the County's actions to extend the Investment Period and provide special source revenue credits, as set forth in the Extension Agreement, will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

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

c. The Project has and 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, the Fee Agreement and the Extension Agreement 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, the Fee Agreement and the Extension Agreement, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

f. The benefits of the Project, the Fee Agreement and the Extension Agreement to the public will be greater than the costs to the public; and

g. The extension of the Investment Period would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to maintain the Project and the employment related thereto and to make additional investments in the County.

**Section 3.      Approval of Extension of Investment Period and Extension Agreement.**

A. Pursuant to Section 12-44-30(13) of the Act, the County approves an extension of the Investment Period under the Fee Agreement, so that the total Investment Period under the Fee Agreement is ten (10) years. The first reading of this ordinance shall constitute approval of the extension of the Investment Period to the maximum extent permitted by law.

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

C. The purpose of the Extension Agreement is to provide, as authorized pursuant to the MCP Act, for a special source revenue credit equal to the savings that would be realized by the Company in case the extension of the Investment Period by five (5) years, as approved in subsection A of this Section 3, is considered or found to be invalid.

**Section 4.      Further Actions.**

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 approval of the extension of the Investment Period, the execution and delivery of the Extension Agreement and the performance of all obligations of the County under and pursuant to the Extension Agreement.

**Section 5.      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 6.      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 7.      Effective Date.**

This ordinance is effective upon Third Reading, except that the provisions of Section 3.A., relating to the extension of the Investment Period, is effective November 27, 2017.

SIGNATURES FOLLOW ON NEXT PAGE.



**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First reading:	November 27, 2017	Passed 7-0
Second reading:	December 11, 2017	
Public hearing:	December 11, 2017	
Third reading:	January 8, 2018	(Tentative)

\_\_\_\_\_

**Exhibit A to Ordinance No. 2017-1486**

**Investment Period Extension and Infrastructure Credit Agreement**

See attached.

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INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

among

LANCASTER COUNTY, SOUTH CAROLINA;

and

FOUNDERS FEDERAL CREDIT UNION,  
a federal credit union

Dated as of \_\_\_, 2018

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## INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

This INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2018 (the "Agreement"), is between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"); and FOUNDERS FEDERAL CREDIT UNION, a federal credit union (the "Company").

### WITNESSETH:

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

WHEREAS, the Company and the County entered into a Fee Agreement dated September 14, 2009 pursuant to the FILOT Act (the "Fee Agreement") in connection with the Company's investment in the establishment of a new corporate headquarters facility which constituted a project within the meaning of the Act, the cost of which exceeded \$30,000,000 (the "Project"), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Company wishes to extend the Investment Period (as defined in the Fee Agreement) by an additional five (5) years in order to continue to invest in the Project and the County desires to extend the Investment Period in order to encourage the Company to continue to make investments in the County and to create additional jobs; and

WHEREAS, there is uncertainty about the efficacy of the authorization of the extension of the Investment Period under Section 12-44-30(13) of the FILOT Act as a result of the timing of the extension request and the County and the Company wish to ensure the Company receives the benefits of a five (5) year extension of the Investment Period; and

WHEREAS, the County, acting by and through the County Council, as authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCBP Act"), has previously created a multicounty business park encompassing the site upon which the Project is located in order to enhance the economic development of Lancaster County (the "Park"); and

WHEREAS, the County desires to authorize the extension of the Investment Period and, to the extent required should such authorization not be valid or recognized, to provide a special source revenue credit (the "SSRC") against the payments due by the Company as a result of the



location of the Project in the Park in order to provide the savings that the Company would have realized in the case of an extension of the Investment Period by five (5) years, which SSRC will reimburse the Company for the costs of acquiring and constructing certain infrastructure, real estate and improvements with respect to the Project (the "Infrastructure"); and

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

"Agreement" shall mean this Investment Period Extension and Infrastructure Credit Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

"Company" shall mean, collectively, Founders Federal Credit Union, a federal credit union.

"Cost" or "Cost of the Infrastructure" shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the 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; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, 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 (d) all other 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 of South Carolina and its successors and assigns.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

“Fee Agreement” means the Fee Agreement by and between Lancaster County, South Carolina and Founders Federal Credit Union, a federal credit union, dated as of September 14, 2009.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code.

“Infrastructure” shall mean the Project’s infrastructure, real estate and all improvements thereon, as are permitted under the MCBP Act.

“Investment Period” shall have the meaning assigned to it in the Fee Agreement.

“Lancaster Fee Payments” shall mean payments in lieu of taxes made to the County by the Company with respect to the Project.

“MCBP Act” shall mean, collectively, Sections 4-1-170, -172 & -175 of the Code, Sections 4-29-68 and 12-44-70 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

“Ordinance” shall mean Ordinance No. 2017-\_\_\_\_ enacted by the County Council on \_\_\_\_\_, 2018, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated December 1, 2008, between the County and Chester County, South Carolina, as amended or supplemented, or any other park agreement providing for the establishment of a park in which the Project is to be included.

“Park” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

“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.

“Special Source Revenue Credits” or “SSRCs” shall mean the credits to the Company’s fee in lieu of tax payments to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(b) The County agrees it will take all reasonable actions and use its best efforts to ensure that the Project remains located in the Park. If it becomes necessary to move the land on which the Project is located from the Park to another park prior to the termination of this Agreement, the County agrees to use its best efforts to place the land in a multi-county park established pursuant to the MCBP Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

SECTION 2.02      Representations by the Company. The Company represents and warrants that it: (i) is validly existing and in good standing under the laws of the State; (ii) is authorized to transact business in the State; (iii) has the power to enter into this Agreement; (iv) has by proper action approved this Agreement; and (v) has authorized its officials to execute and deliver this Agreement.

SECTION 2.03      Covenants of County and Company.

The County and Company covenant, each to the other, that they will from time to time and at the expense of the Company execute and deliver such further instruments 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.

### ARTICLE III

#### APPROVAL OF EXTENSION OF INVESTMENT PERIOD AND AUTHORIZATION OF SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01      Approval of Investment Period Extension. The County hereby agrees to the extension of the Investment Period under the Fee Agreement by five (5) years.

SECTION 3.02      Payment of Costs of Infrastructure. (a) The Company has paid and, to the extent not yet paid, agrees to pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company to the extent such are not yet complete. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

(b) The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on the Costs of Infrastructure shall equal or exceed the cumulative dollar amount of all the Special Source Revenue Credits received by the



Company pursuant to Section 3.03 of this Agreement. For purposes of determining the amount expended on the Costs of Infrastructure and for determining whether the Company has met or exceeded the investment requirement in Section 3.03(a), the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form) of the South Carolina Department of Revenue as equivalent to the cumulative dollar amount expended by the Company on the Costs of Infrastructure and the amount invested in the Project.

SECTION 3.03      Special Source Revenue Credits.

(a) If the extension of the Investment Period approved in Section 3.01 of this Agreement is determined to be invalid or ineffective, then the County agrees to provide Special Source Revenue Credits as follows: the Company shall receive a Special Source Revenue Credit but only to the extent and in the amount needed to lower the Company's annual Lancaster Fee Payment to an amount equal to the amount that would be due under the Fee Agreement if the Company had received a five (5) year extension of the Investment Period.

(b) The SSRC shall be applied as a set-off against the Lancaster Fee Payment for the year in question.

(c) This Agreement and the SSRCs in this Agreement are limited obligations of the County provided by the County solely from the Lancaster Fee Payments derived from the Company pursuant to the Park Agreement and Fee Agreement, and do not and shall never constitute an indebtedness of the County within the meaning of any constitutional or statutory provision and do not and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit, and taxing power of the County are not pledged for the special source revenue credits.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing is limited solely and exclusively to the provision of Special Source Revenue Credits against the Company's Lancaster Fee Payments. The County is not be required to execute or perform any of its duties, obligations, powers, or covenants in this Agreement except to the extent of the Lancaster Fee Payments received from the Company.

SECTION 3.04      Cessation of Operations. Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the SSRC ends if the Company closes the Project or otherwise ceases operations at the Project. The Company agrees that if the Agreement is terminated pursuant to this Section 3.04, that under no circumstance shall the County be required to refund or pay any monies to the Company.



#### ARTICLE IV

##### CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO INFRASTRUCTURE

SECTION 4.01      Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance certified by the Clerk to Council to have been duly enacted by the County Council and to be in full force and effect on the date of such certification; and

(b) Such additional certificates relating to the proceedings for the adoption of the Ordinance as the Company may reasonably request.

SECTION 4.02      Transfers 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 Special Source Revenue Credits to the Company or its assignee, *provided, however, that* the assignee has agreed to be bound by the Company's obligations under this Agreement.

SECTION 4.03      Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

#### ARTICLE V

THIS ARTICLE IS INTENTIONALLY LEFT BLANK.

#### ARTICLE VI

##### EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NONWAIVER

SECTION 6.01      Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make any payments within the times specified in this Agreement, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however, that* the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period

of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

#### SECTION 6.02 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate this Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County under this Agreement or otherwise for monetary damages resulting from the Company's failure to meet any investment, wage and job requirements.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate this Agreement;
- (3) unless otherwise provided by law, withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action to the extent allowed by law.

#### SECTION 6.03 Reimbursement of Legal Fees and Expenses and Other Expense.

Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party

shall be entitled, within 30 days of demand therefore, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.04      Nonwaiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy in this Agreement. No waiver of any provision in this Agreement shall be effective unless the same shall be in writing and signed by the waiving party hereto.

## ARTICLE VII

### MISCELLANEOUS

SECTION 7.01      Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or 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 7.02      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 7.03      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 provisions had not been contained herein or therein.

SECTION 7.04      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 its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Revenue Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05      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 by facsimile or other commonly-used electronic transmission and confirmed by United States first-class registered mail, postage prepaid

or (iii ) reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) if to the County:

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

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

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](mailto:jgilbert@lancastercountysc.net)

(b) if to the Company:

Founders Federal Credit Union  
Attn: Larry Higgins  
737 Plantation Road  
Lancaster, SC 29720

with a copy to:

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06      Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.



SECTION 7.07      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 7.08      Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09      Administrative Expenses.

(a) 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. As used in this Section 7.09(a), "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) this Agreement, (ii) the fulfillment of its obligations under this Agreement; and (iii) the implementation and administration of the terms and provisions of the documents after the date of execution thereof but only in case such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of this Agreement.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual fee payments and the Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this Section 7.09(b) is capped at Five Hundred and No/100 dollars (\$500.00).

SECTION 7.10      Confidentiality/Limitation on Access to Project.

(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. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(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 7.11      Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or the Fee Agreement or in certificates delivered in connection with the execution and delivery of this Agreement. To the extent that this Agreement contains provisions that conflict or are inconsistent with provisions contained in the Fee Agreement, the provisions of this Agreement supersede the other provisions and this Agreement is controlling.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Agreement to be executed by the Chair and Secretary of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk to Council, and Founders Federal Credit Union has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

FOUNDERS FEDERAL CREDIT UNION

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

All that certain piece, parcel or tract of land, lying, being and situate in the City of Lancaster, Lancaster County, South Carolina, on the south side of Plantation Road and on the West side of Gillsbrook Road, containing twenty-six and eight hundred eighty-three thousandths (26.883) acres, more or less, and being shown, described and designated as "AREA = 26.883 AC" on plat of survey made by J.C. Crumpler, SCRLS, dated October 23, 2007, revised March 4, 2008, entitled "Plat of Property of Founders Federal Credit Union" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2008, page 204. Reference to said plat is made for a more minute description.

DERIVATION: Being property conveyed to Springland Associates, LLC by deed of Springland, Inc., dated December 28, 1995, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book S-13, page 51.

Tax Map No. 0067F-0D-001.00

~#4828-4625-8770 v.1~



# The Lancaster News

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

**NOTICE OF A PUBLIC  
HEARING PRIOR TO FINAL  
ACTION BY THE COUNTY  
COUNCIL OF LANCASTER  
COUNTY TO ENTER INTO  
AN ORDINANCE.**

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held in the Council Chambers of the County Council, County Administration Building, 101 N. Main Street, 2nd floor, Lancaster, SC 29721, at 6:00 p.m. on December 11, 2017, in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "TO APPROVE THE EXTENSION OF THE INVESTMENT PERIOD UNDER THE FEE AGREEMENT DATED SEPTEMBER 14, 2009 BY AND BETWEEN LANCASTER COUNTY AND FOUNDERS FEDERAL CREDIT UNION; TO AUTHORIZE AND APPROVE AN INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE EXTENSION; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.  
358-142-1S-NelsonMullins-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *November 26, 2017.*

*Bonita G. Gwibbs*  
\_\_\_\_\_  
Notary Public of South Carolina

My Commission Expires  
January 13, 2021.

## Agenda Item Summary

Ordinance # 2017-1487 (RZ-017-029)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 12/11/17

### **Issue for Consideration:**

This is a rezoning application of Jackie Jordan to rezone  $\pm$  10.5 acres from MDR, Medium Density Residential District to GB, General Business District.

### **Points to Consider:**

The property consists of  $\pm$  10.5 acres and currently is occupied by a Flea Market, Strip Mall, and Car Wash.

The adjacent properties to the north, south, and west are zoned GB, General Business District, one adjacent parcel to the east is zoned MDR, Medium Density Residential District.

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a "walkable neighborhood with additional intensity".

The property is also fronting a major road which is currently occupied by many general commercial uses on both sides of Great Falls Highway. By definition this property could qualify as a walkable accessible area in an urban walkable neighborhood setting.

This property was formerly zoned R-15 (Residential District) under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. This property was not correctly identified on the former zoning map and should have been labeled as commercial many years ago.

Based on the amount of commercially zoned adjacent properties surrounding the property, rezoning this property to GB, General Business District is appropriate. In addition, by rezoning this property to allow commercial uses, it will in turn allow businesses currently located on the property to be conforming.

### **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, November 16, 2017 the Commission voted to **approve** the rezoning application of Jackie Jordan by a vote of (7-0). No citizens signed up to speak on this rezoning case.

The complete staff report can be located on [www.mylancastersc.org](http://www.mylancastersc.org) -Click on Planning and go to 2017  
Agendas. 44

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1487

COUNTY OF LANCASTER

)

)

**AN ORDINANCE**

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 10.5 ACRES LOCATED AT 1501, 1503, 1505, AND 1511 GREAT FALLS HIGHWAY FROM MDR, MEDIUM 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) Jackie Jordan applied to rezone property located at 1501, 1503, 1505, and 1511 Great Falls Highway from MDR, Medium Density Residential District, to GB, General Business District.

(b) On November 16, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium 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. 0081P-0A-001.01

**Section 3. Severability.**

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

**Section 4.      Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	December 11, 2017	
Second Reading:	January 8, 2018	(Tentative)
Third Reading:	January 22, 2018	(Tentative)



Date of 1<sup>st</sup> Reading: 12-11-17  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 2<sup>nd</sup> Reading: 1-8-18  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 3<sup>rd</sup> Reading: 1-22-18  
\_\_ Approved \_\_ Denied \_\_ No Action

## **PLANNING STAFF REPORT: RZ-017-029**

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### **I. FACTS**

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

**Proposal:** This is a rezoning application of Jackie Jordan to rezone ± 10.5 acres from MDR, Medium Density Residential District to GB, General Business District.

**Property Location:** The property is located is off Great Falls Highway (1501, 1503, 1505, and 1511 Great Falls Highway)

**Legal Description:** TMS # 0081P-0A-001.01

**Zoning Classification:** Current: MDR, Medium Density Residential District

**Voting District:** District 5, Steve Harper

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

**Site Description:** The property consists of ± 10.5 acres and currently is occupied by a Flea Market, Strip Mall, and Car Wash.

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

**Surrounding Conditions:** The adjacent properties to the north, south, and west are zoned GB, General Business District, one adjacent parcel to the east is zoned MDR, Medium Density Residential District.

#### **D. EXHIBITS**

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Old Zoning Map
5. Future Land Use Map
6. UDO – Chapter 2- District Standards: Section 2.3- Districts
7. UDO- Chapter 2- District Standards: Section 2.5.3- Use Table
8. Tax Inquiry Sheet

### **II. FINDINGS**

#### **CODE CONSIDERATIONS**

#### **Medium Density Residential District (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

Date of 1<sup>st</sup> Reading: 12-11-17  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 2<sup>nd</sup> Reading: 1-8-18  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 3<sup>rd</sup> Reading: 1-22-18  
\_\_ Approved \_\_ Denied \_\_ No Action

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.

### **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.

### **III. CONCLUSIONS**

The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban according to the *Lancaster County Comprehensive plan 2014-2024* is identified as a “walkable neighborhood with additional intensity”. Considering the property is within the higher density urban area, the rezoning of this property to commercial fits in this area. The property is also fronting a major road which is currently occupied by many general commercial uses on both sides of Great Falls Highway. By definition this property could qualify as a walkable accessible area in an urban walkable neighborhood setting. This property was formerly zoned R-15 (Residential District) under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. This property was not correctly identified on the former zoning map and should have been labeled as commercial many years ago. Based on the amount of commercially zoned adjacent properties surrounding the property, rezoning this property to GB, General Business District is appropriate. In addition, by rezoning this property to allow commercial uses, it will in turn allow businesses currently located on the property to be conforming.

### **IV. RECOMMENDATION:**

It is therefore the recommendation of the planning staff that the rezoning request for the property located is off Great Falls Highway (1501, 1503, 1505, and 1511 Great Falls Highway) be approved to GB, General Business District based on the above stated facts.

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

At the Lancaster County Planning Commission meeting on Tuesday, November 16, 2017 the Commission voted to **approve** the rezoning application of Jackie Jordan by a vote of (7-0). No citizens signed up to speak on this rezoning case.

## Steve Willis

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**From:** Steve Harper  
**Sent:** Thursday, September 21, 2017 8:29 PM  
**To:** Steve Willis  
**Subject:** Waive rezoning fee

Steve,

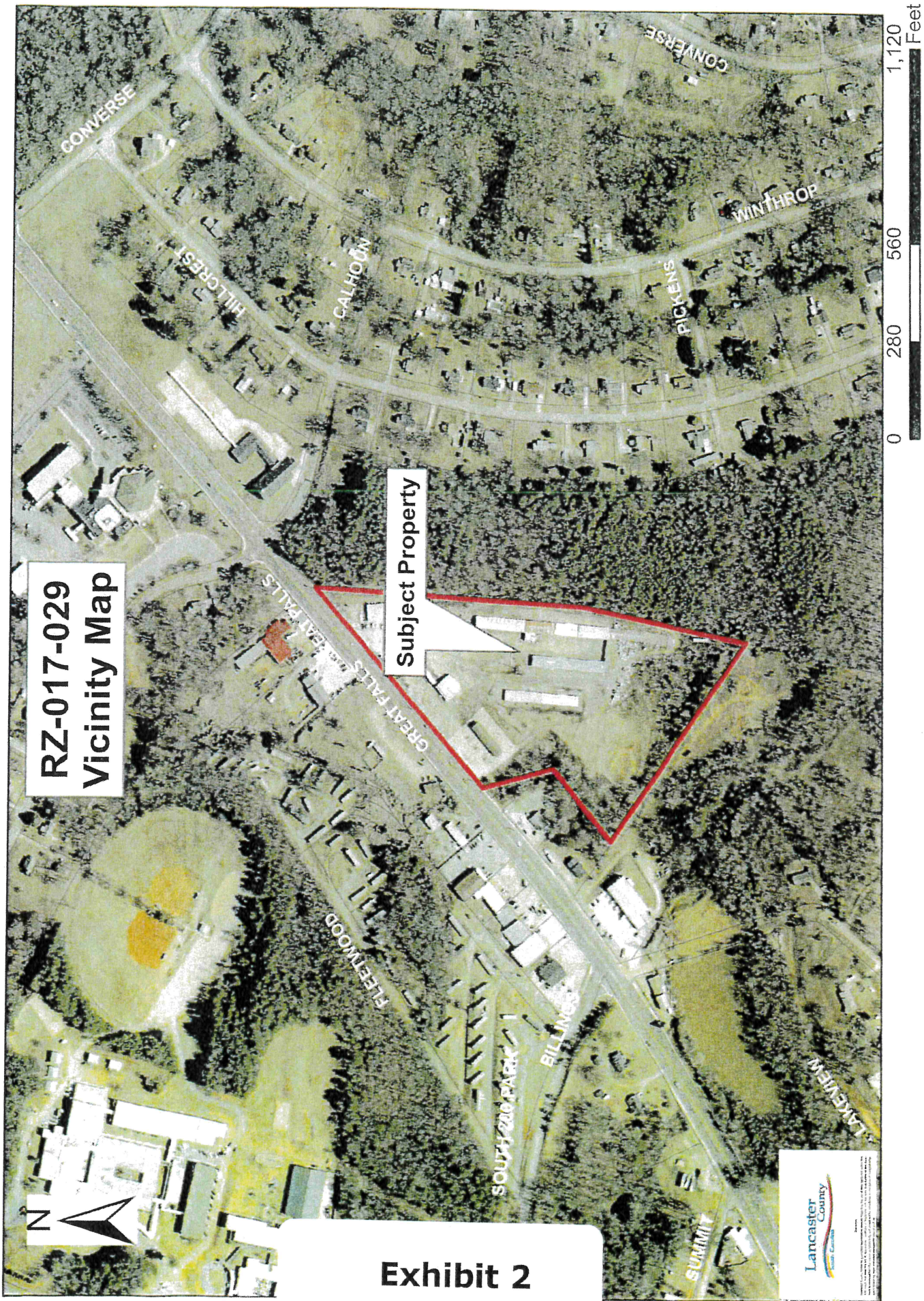
This is a request that Lancaster County waive the rezoning fees on property on by Jack D. Jordan located on Hwy 200 south. Parcel ID. 0081P-0A-001.01.

Mr. Jordan is in his late 80's and was not aware his property had been rezoned to residential, which is an incorrect zoning classification.

Thanks  
Steve Harper  
Lancaster County Council  
Sent from my iPhone

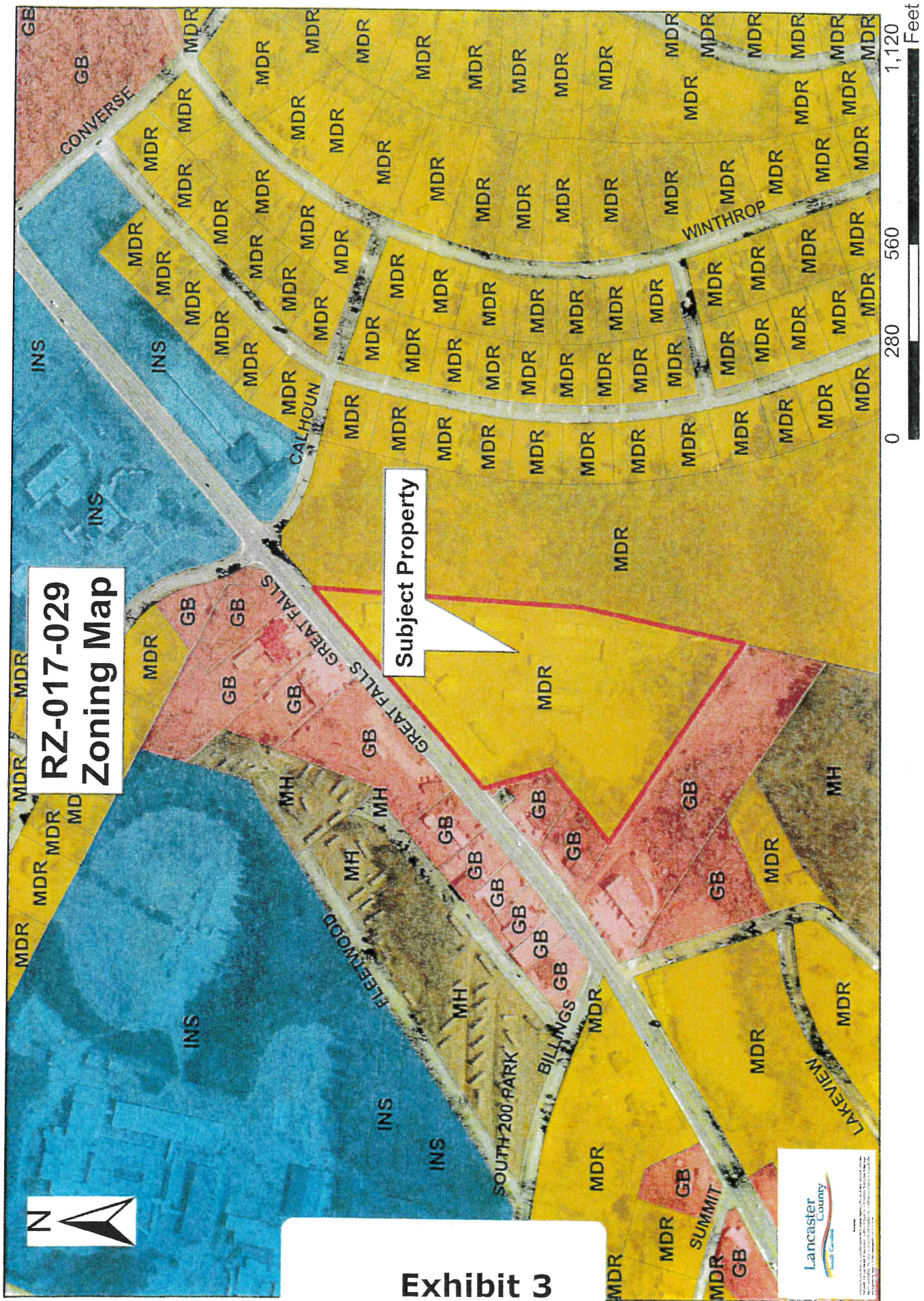
## Exhibit 1





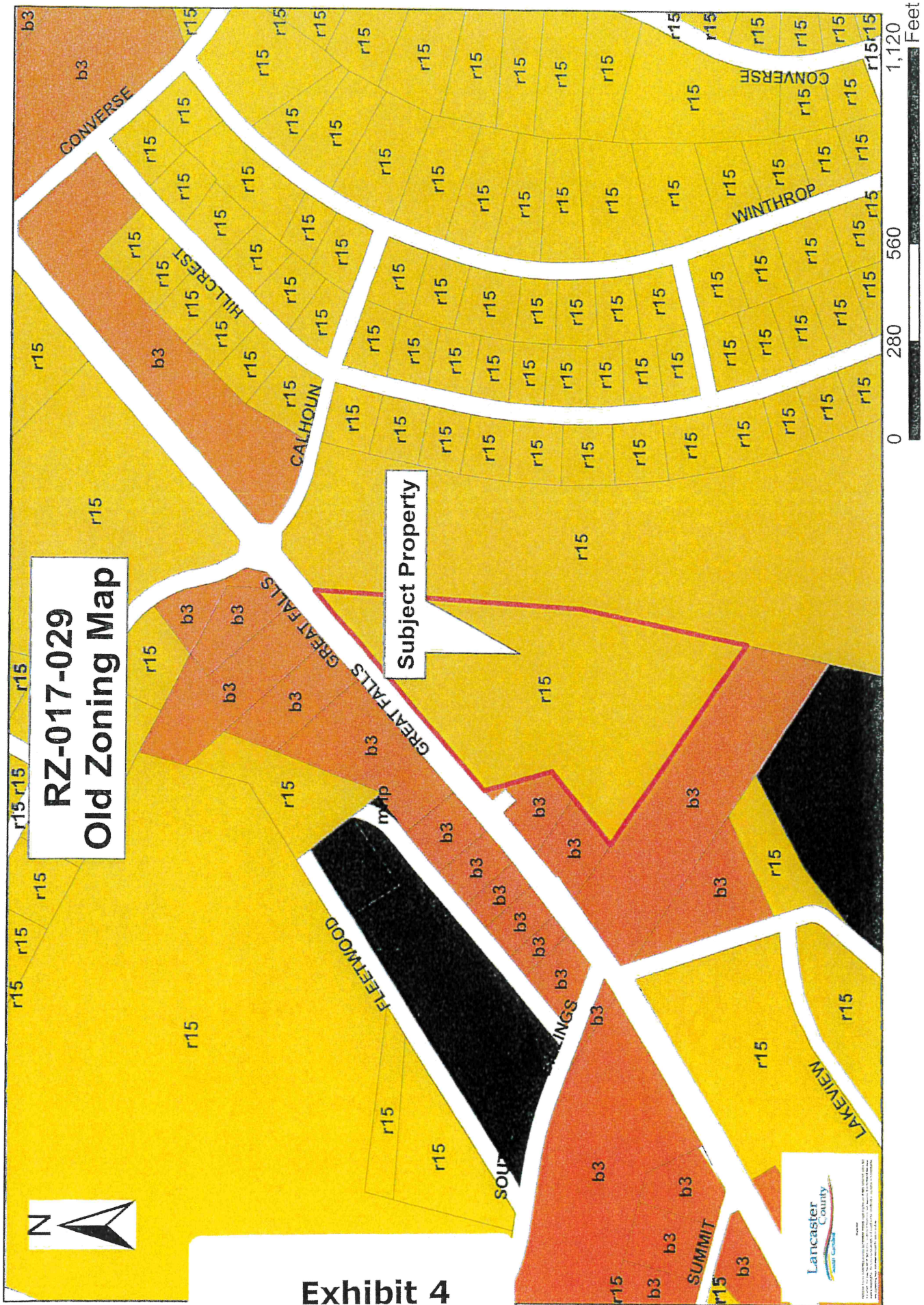
**Exhibit 2**





**Exhibit 3**





**Exhibit 4**



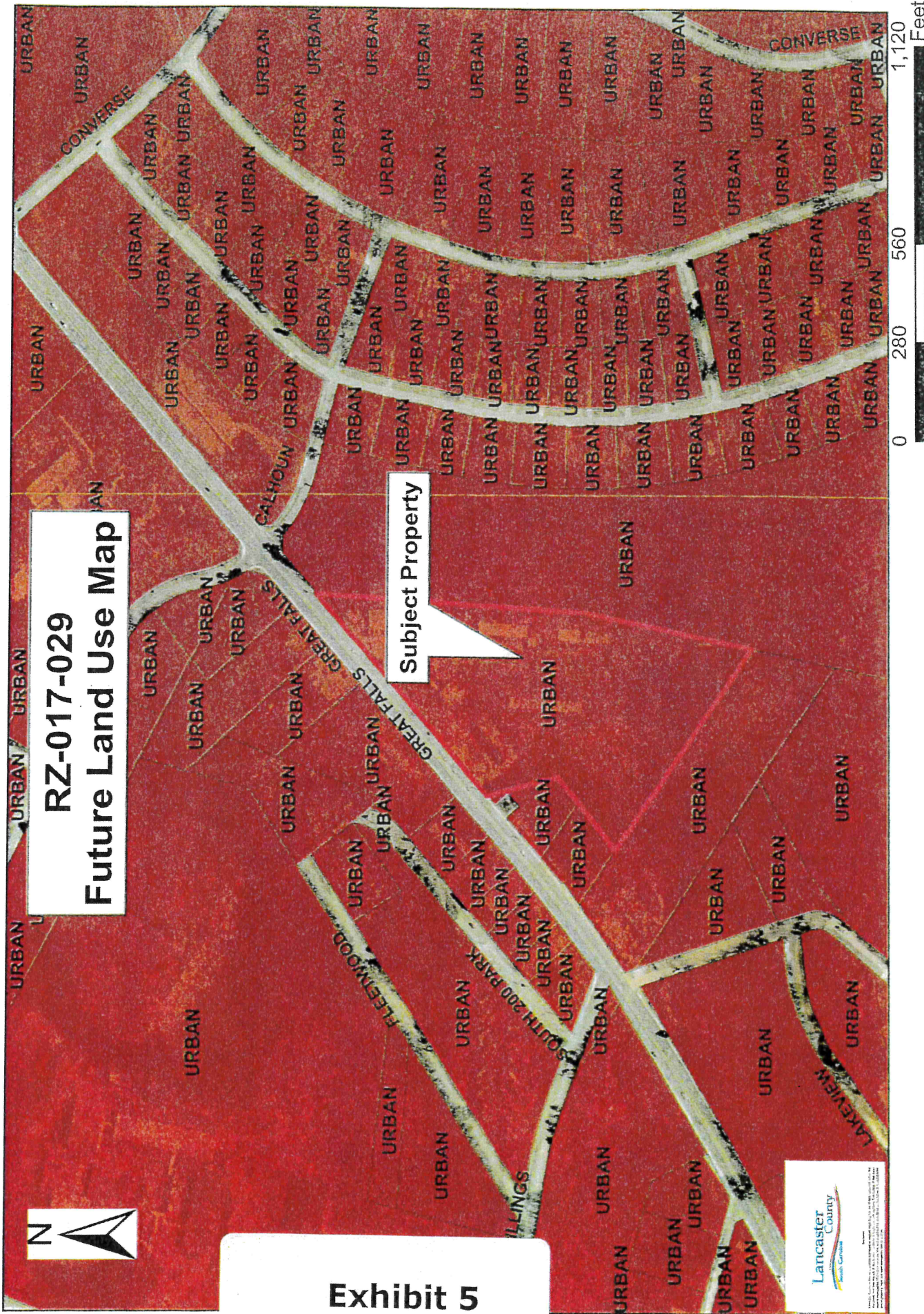


Exhibit 5



## Agenda Item Summary

Ordinance # 2017-1488 (RZ-017-032)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 12/11/17

### **Issue for Consideration:**

This is a rezoning application of Lancaster County to rezone  $\pm$  1.77 acres from INS, Institutional District to GB, General Business District. This is in order to correct an error on the zoning map.

### **Points to Consider:**

The adjacent properties to the north are zoned INS, Institutional District, MX, Mixed Use District to the east, PDD District (Cobblestone) to the south, and GB, General Business District to the west.

The facts and findings of this report show that the property is designated as Neighborhood Mixed-Use based on the Lancaster County Comprehensive Plan 2014-2024. Neighborhood Mixed-Use according to the Comprehensive Plan is identified as a "Walkable Neighborhood".

This property was formerly zoned B-3 (General Business District) under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. This property was not correctly transferred to the new zoning map therefore Lancaster County is seeking to correct this zoning error.

### **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, November 16, 2017 the Commission voted to **approve** the rezoning application of Lancaster County by a vote of (7-0). No citizens signed up to speak on this rezoning case.

The complete staff report can be located on [www.mylancastercsc.org](http://www.mylancastercsc.org) -Click on Planning and go to 2017 Agendas.



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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1488

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 1.77 ACRES OWNED BY BRANBRO INVESTMENTS, LLC LOCATED ± 750 FEET SOUTH OF THE INTERSECTION OF COLLINS ROAD AND CHARLOTTE HIGHWAY FROM INS, INSTITUTIONAL 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) Lancaster County applied to rezone property with the permission of Branbro Investments, LLC located ± 750 feet south of the intersection of Collins Road and Charlotte Highway from INS, Institutional District, to GB, General Business District.

(b) On November 16, 2017, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

**Section 2. Rezoning.**

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

Tax Map No. 0013-00-048.04

**Section 3. Severability.**

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

**Section 4.      Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Larry Honeycutt, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:	December 11, 2017	
Second Reading:	January 8, 2018	(Tentative)
Third Reading:	January 22, 2018	(Tentative)

Date of 1<sup>st</sup> Reading: 12-11-17  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 2<sup>nd</sup> Reading: 1-8-18  
\_\_ Approved \_\_ Denied \_\_ No Action

Date of 3<sup>rd</sup> Reading: 1-22-18  
\_\_ Approved \_\_ Denied \_\_ No Action

## **PLANNING STAFF REPORT: RZ-017-032**

### **I. FACTS**

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

**Proposal:** This is a rezoning application of Lancaster County to rezone  $\pm 1.77$  acres from INS, Institutional District to GB, General Business District. This is in order to correct an error on the zoning map.

**Property Location:** The property is located  $\pm 750$  feet south of the intersection of Collins Road and Charlotte Highway

**Legal Description:** TMS # 0013-00-048.04

**Zoning Classification:** Current: INS, Institutional District

**Voting District:** District 7, Brian Carnes

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

**Site Description:** The property consists of  $\pm 1.77$  acres and currently wooded and vacant.

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

**Surrounding Conditions:** The adjacent properties to the north are zoned INS, Institutional District, MX, Mixed Use District to the east, PDD District (Cobblestone) to the south, and GB, General Business District to the west.

#### **D. EXHIBITS**

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Old Zoning Map
5. Future Land Use Map
6. UDO – Chapter 2- District Standards: Section 2.3- Districts
7. UDO- Chapter 2- District Standards: Section 2.5.3- Use Table
8. Tax Inquiry Sheet

### **II. FINDINGS**

#### **CODE CONSIDERATIONS**

#### **Institutional District (INS)**

This Institutional District is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses and of governmental and health facilities. The goal is to promote the many varied uses

Date of 1<sup>st</sup> Reading: 12-11-17  
\_\_\_ Approved \_\_\_ Denied \_\_\_ No Action

Date of 2<sup>nd</sup> Reading: 1-8-18  
\_\_\_ Approved \_\_\_ Denied \_\_\_ No Action

Date of 3<sup>rd</sup> Reading: 1-22-18  
\_\_\_ Approved \_\_\_ Denied \_\_\_ No Action

associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.

### **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.

### **III. CONCLUSIONS**

The facts and findings of this report show that the property is designated as Neighborhood Mixed-Use based on the Lancaster County Comprehensive Plan 2014-2024. 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. This property was formerly zoned B-3 (General Business District) under the previous Unified Development Ordinance and Zoning Map that was repealed on November 28, 2016. This property was not correctly transferred to the new zoning map therefore Lancaster County is seeking to correct this zoning error.

### **IV. RECOMMENDATION:**

It is therefore the recommendation of the planning staff that the rezoning request for the property located at ± 750 feet south of the intersection of Collins Road and Charlotte Highway be approved to GB, General Business District based on the above stated facts.

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

At the Lancaster County Planning Commission meeting on Tuesday, November 16, 2017 the Commission voted to **approve** the rezoning application of Lancaster County by a vote of (7-0). No citizens signed up to speak on this rezoning case.



Hugo A. Pearce, III  
6805 Fairview Road  
Charlotte, NC 28210

November 2, 2017  
(Via USPS and email to arowe@lanastercountysc.net)

Mr. Andy Rowe  
Lancaster County  
P. O. Box 1809  
101 North Main Street  
Lancaster, SC 29720

RE: Property Owned by Branbro Investments, LLC

Dear Mr. Rowe,

This is to advise you that I am the Manager of Branbro Investments, LLC which the owner of the 1.77 acre tract of land located on Highway 521 with a TMS of 0013-00-048.04. It my understanding that there is a petition to rezone the property from INS, Institutional District to GB, General Business District. We understand that as result of clerical error the Zoning Map erroneously showed the property as being zoned as Institutional Property and that the hearing on November 16, 2017 is designed to correct this error. This is to advise you that the landowner supports this rezoning request.

Please let me know if you need anymore from me or if you have any questions.

Sincerely yours,

  
Hugo A. Pearce, III

HAP/ddr

cc: Jim Katsoudas

**Exhibit 1**



## Exhibit 2

RZ-017-032  
Vicinity Map

Subject Property

0 250 500 1,000 Feet

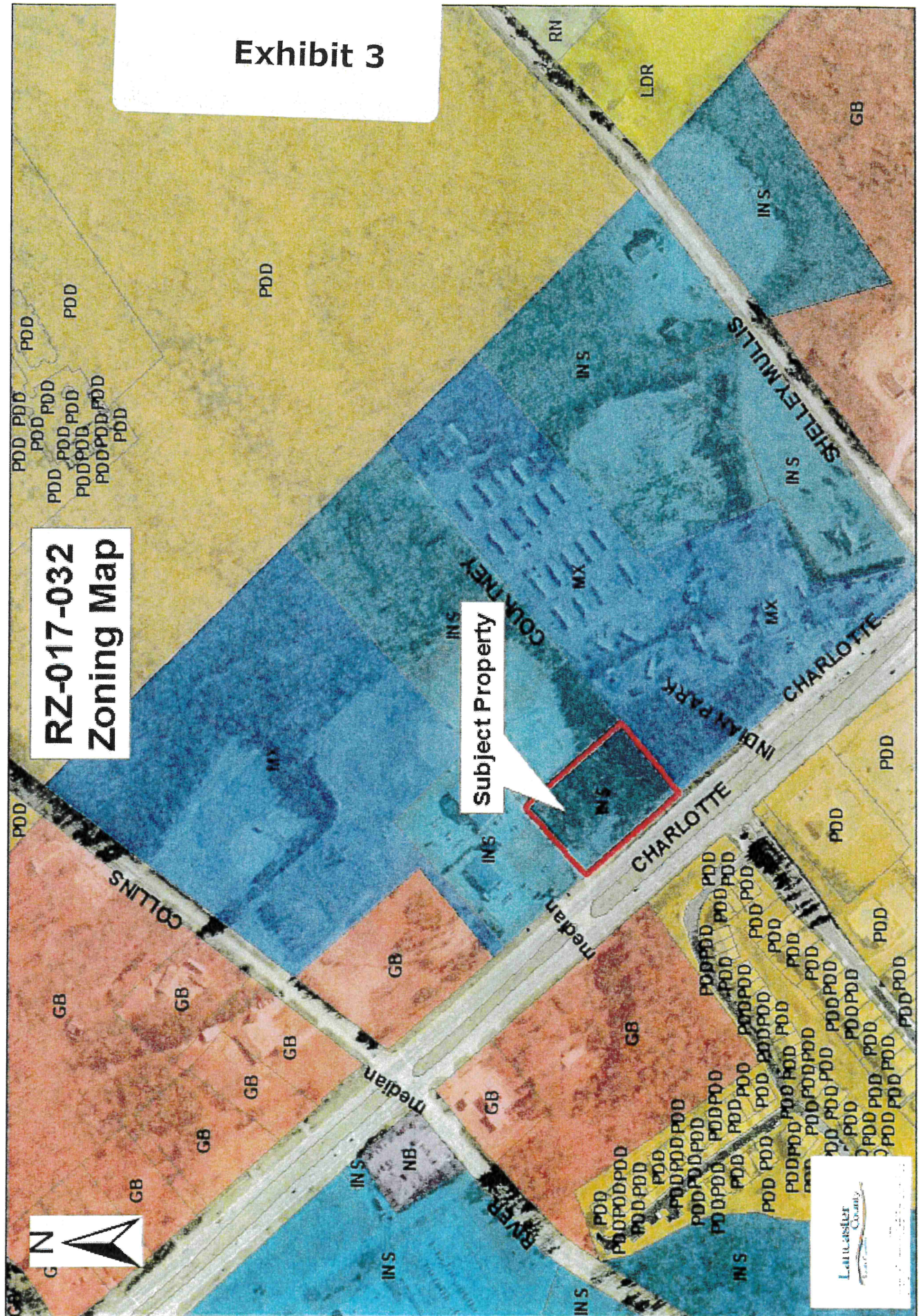
Laurel  
County



# Exhibit 3

RZ-017-032  
Zoning Map

Subject Property



Lancaster  
County



# Exhibit 4

RZ-017-032  
Old Zoning Map

Subject Property

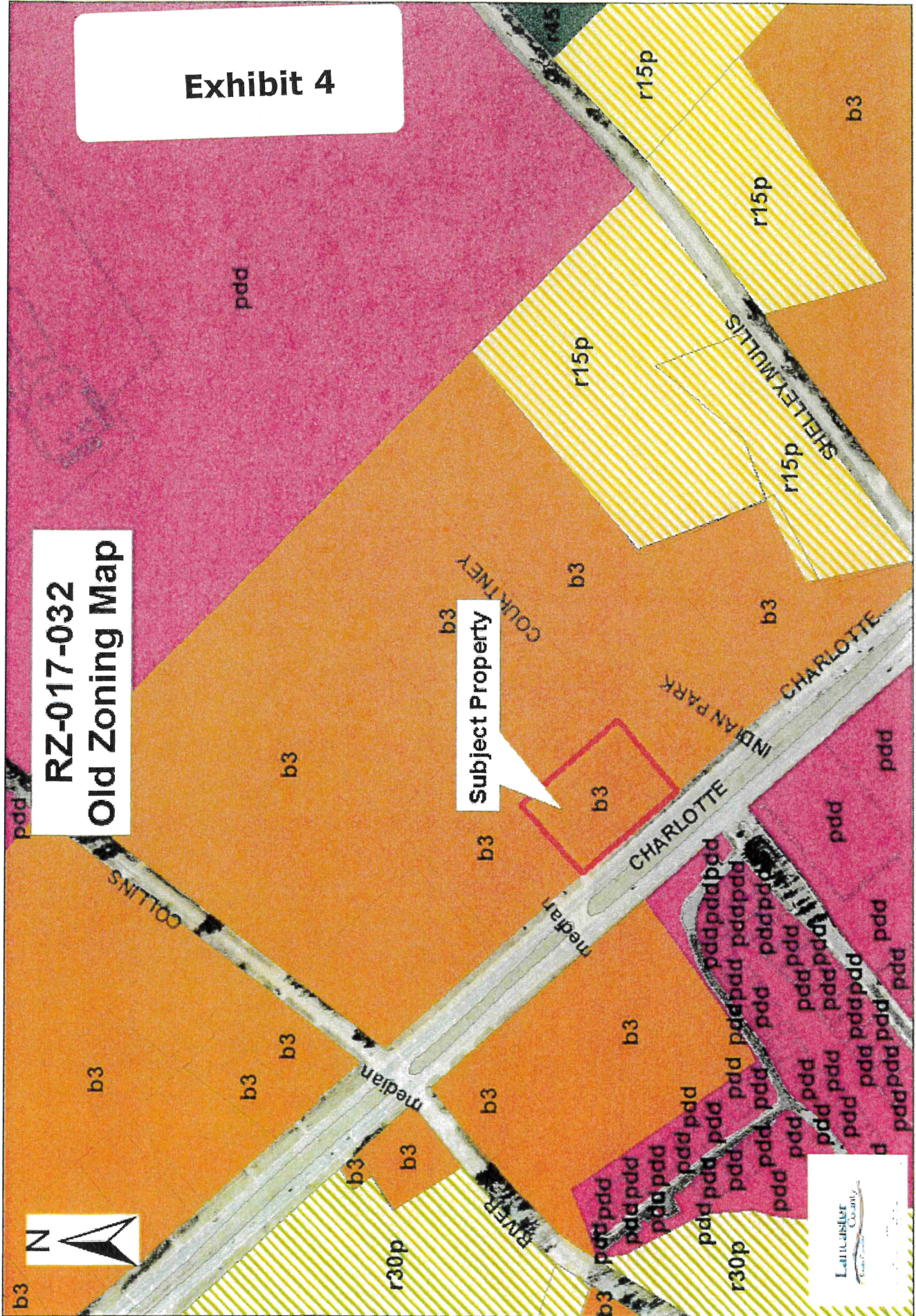
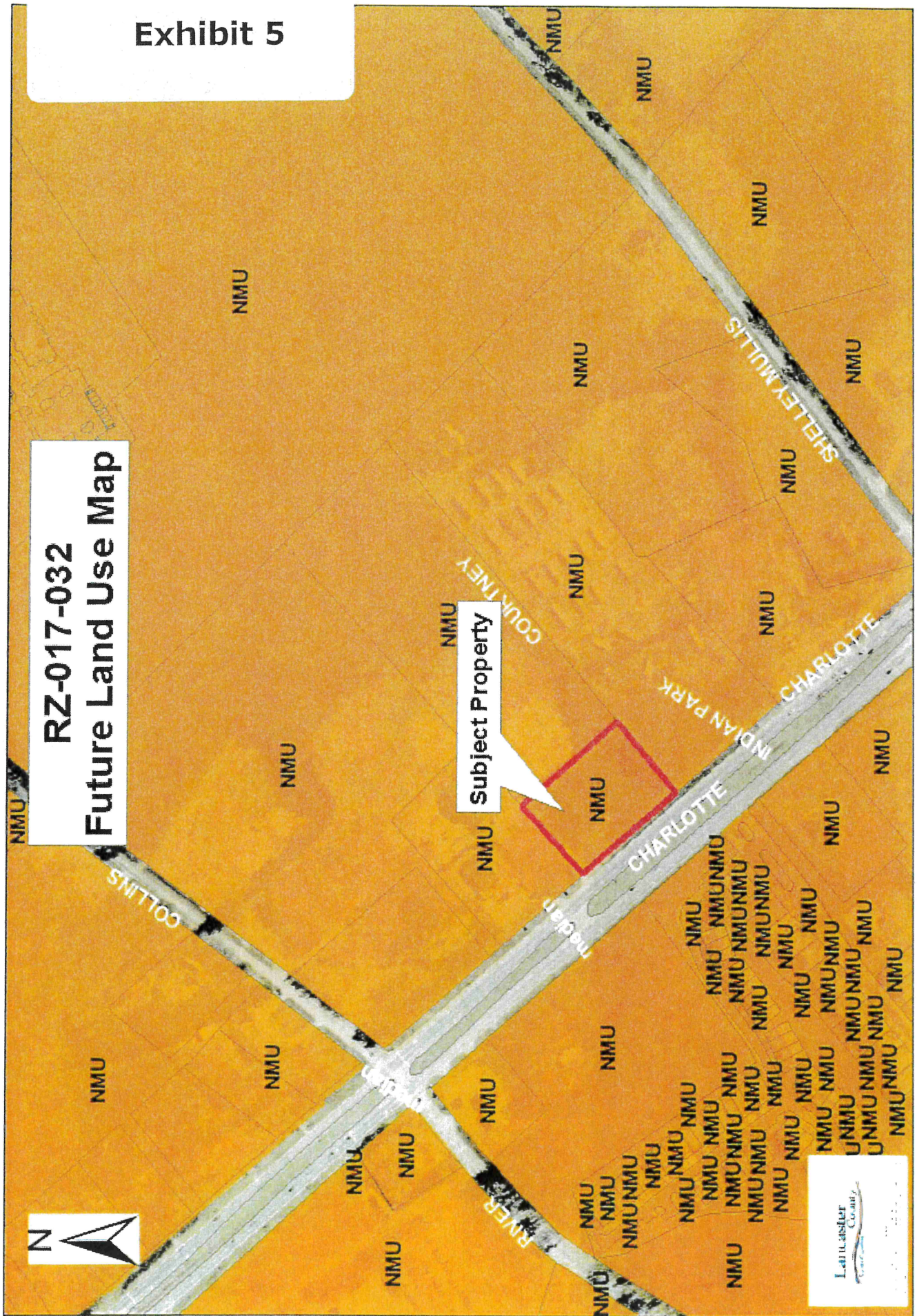




Exhibit 5

RZ-017-032

Future Land Use Map





LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE



Name Kenneth W. Broughton County Council District Utilities Rep.

Mailing Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Street Address \_\_\_\_\_ Registered Voter yes X no \_\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: kenwb@comporium.net

Occupation Supervisor Place of employment Lancaster County Natural Gas Authority

Address 1010 Kershaw Camden Hwy., Lancaster SC 29720 Normal working hours Mon - Fri 8 until 5  
(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 Fire Code Appeals Board 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

Reason for interest

Volunteer to help the County and the fire code official in processing appeals concerning the International Fire Code.

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 have over 30 years of field experience working in the natural gas industry for Lancaster County and surrounding areas. Not to mention prior to being hired at LCNGA I also worked in the Heating and Air, Electrical and Plumbing business where I gained additional knowledge on proper procedures dealing with utility installation. I graduated from Lancaster High and attended vocational training in HVAC and Welding also took additional classes at USCL and I am a veteran of the US Army.

Do you presently serve any State, County or Municipal Boards? X If yes, list \_\_\_\_\_

Buford Fire Department Board of Directors

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

Additional pertinent information

Served on Lancaster County Chamber of Commerce Board

Applicant's signature Kenneth W. Broughton Date 12/6/2017  
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

## Agenda Item Summary

Ordinance # / Resolution#:	Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	December 11, 2017

**Issue for Consideration:**

Replacement for Johannes Tromp on A Tax Advisory Committee.

**Points to Consider:**

Johannes had to decline serving on the committee due to a conflict of interest; he also serves on the Olde English Tourism Board of Directors.

Mr. Alkesh Patel has indicated he will be willing to serve and has prior experience with this in North Carolina. Mr. Patel is the operating partner with OHM Hotel Management, Inc. who is partnering with Red Ventures to operate the new Marriott in Indian Land.

This seat must be filled by someone within the lodging industry per state law.

**Funding and Liability Factors:**

N/A

**Council Options:**

Accept or reject the nomination.

**Staff Recommendation:**

Accept the nomination.

**Committee Recommendation:**

N/A

## Agenda Item Summary

Ordinance # / Resolution#: N/A

Contact Person / Sponsor:

Department: Administration

Date Requested to be on Agenda: December 11, 2017 County Council Meeting

### **Issue for Consideration:**

To change the bylaws for the Health and Wellness Commission regarding the number of members required for a quorum. The bylaws currently require 9 members present to have a quorum; however, the Commission would like to change the bylaws regarding a quorum for a meeting. The Health and Wellness Commission held a meeting on August 9, 2017 and voted to approve for a change to the bylaws to state that "A quorum shall consist of the presence of thirty (30%) of members of the commission."

### **Points to Consider:**

The Commission sometimes does not have enough members present for a quorum and, therefore, cannot hold votes.

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

This would not require any additional funding from Council.

### **Council Options:**

Approve or deny the change of the bylaws for the Health and Wellness Commission.

### **Recommendation:**

N/A



Lancaster County Health and Wellness Commission  
Minutes of Meeting Held  
August 9, 2017

Present:	Jessica Beard	Shirley Howie-Garett
	Cindi Blackmon	Graceann Jones
	Chris Bundrick	Lori Moseley - Chair
	Jennifer Ersek	Sally Sherrin
	Nancy Fleming	

Excused:	Lisa Hallman	Cheryl Plyler
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Absent:	Tammy Davis	Lisa Hallman
	Janet Ellis	Lori Roney
	Pam Giardiello	

**Call to Order:**

**Welcome and Introduction:**

Moseley welcomed those present to the meeting. New members, Cindi Blackmon, Chris Bundrick and Jennifer Ersek, were sworn in.

**Discussion of Last Meeting:**

Since there was no quorum at the meeting held June 14, 2017, the notes from that meeting were discussed, with no vote.

**Proposal for Bylaw Change:**

Currently, Sec. 2-335. – Organization. (b) of the Division 3. – Health and Wellness Commission Ordinance (aka bylaws) reads as follows: "A quorum shall consist of the presence of nine (9) members of the commission." Members present at today's meeting agreed that Sec. 2-335. – Organization. (b) of the Division 3. be amended to read as follows: "A quorum shall consist of the presence of thirty percent (30%) of members of the commission." A motion was made by Howie-Garrett to accept the proposed amendment to the Commission bylaws. Ersek seconded the motion, and the motion carried. Copies of the bylaws will be sent to all Commission members.

**Old Business:**

Moseley reported that we have a surplus of budget funds from the last fiscal year. She hasn't yet received the budget numbers for 2017-2018.

**Mental Health Activities:**

Moseley brought new members up to speed regarding the purpose and current activities of the Mental Health subcommittee. She indicated that one of the members of this subcommittee is updating a list of resources.

Sherrin informed the group that, in late September 2017, the staff of the Lancaster County Council on Aging will receive training in mental health issues. Sherrin offered to send details to Commission members.

In answer to a question about mental health issues in Lancaster County, Sherrin indicated that the J. Marion Sims Foundation has done extensive research regarding community needs in this area and that perhaps former Commission member, Lauren Vincent-Thomas would provide information at a future Commission meeting. Bundrick stated that he will contact Lauren to see if she will speak at our next Commission meeting.

Ersek mentioned seeing DUI billboard signs in Indian Land and indicated that she has been told that the Indian Land area has a high rate of STDs.

Sally announced an event planned for National Senior Health and Fitness Day. This event is scheduled for May 31, 2018.

**Eat Smart Move More:**

There was no report.

**New Business:**

**Plans for the Fiscal Year:**

Moseley distributed a list of resources on various health awareness issues to those present and suggested Commission members brainstorm topics for health-related articles to be submitted to *The Lancaster News*.

Sherrin made a motion that interested Commission members research and electronically submit health-related articles tied to specific topics to *The Lancaster News*. Howie-Garrett seconded the motion, and the motion carried.

Topics and Commission Members include:

- Flu Vaccines – Moseley
- November - Lung Cancer Awareness Month – Ersek (tying the article to the Great American Smoke-out campaign)
- January – Thyroid Awareness Month – Howie-Garrett
- March 22 – American Diabetes Alert Day – Moseley
- April – Alcohol Awareness Month and National Donate Life Month – Howie-Garrett
- May 31 – National Senior Health & Fitness Day - Sherrin
- June – Men's Health Month – Sherrin
- July 28 – World Hepatitis Day - Jones
- September 23 – Falls Prevention Awareness Day – Sherrin
- October – Breast Cancer Awareness – Beard

A motion was made by Howie-Garrett to try to get information to *The Lancaster News* on a monthly basis regarding the health of Lancaster County residents. Bundrick seconded the motion, and the motion carried.

In connection with American Heart Health month (February), and to support National Wear Red Day on February 3, 2017, Howie-Garrett suggested Commission members consider purchasing red dress lapel pins with budgeted funds. Information may be available at the Cardia Rehab Unit at Springs Memorial Hospital.

**Adjourn:**

Fleming made a motion that today's meeting be adjourned. Jones seconded the motion, and the motion carried.

**The next Health and Wellness Commission meeting is scheduled for 11:45 a.m. on October 11, 2017 at 309 S. Plantation Rd. (Lancaster County Council on Aging).**

Respectfully submitted,  
Nancy Fleming



## DIVISION 3. - HEALTH AND WELLNESS COMMISSION<sup>[16]</sup>

*Footnotes:*

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*Editor's note—Ord. No. 244, adopted July 25, 1994, repealed Ord. No. 196, adopted Oct. 7, 1991, in its entirety from which former Div. 3, §§ 2-331—2-338, derived. The provisions of Ord. No. 244 have been included by the editor as a new Div. 3 as herein set out and are similar in subject matter to the provisions of the former division.*

### Sec. 2-331. - Purpose.

The purpose of the Lancaster County Health and Wellness Commission is to serve as an advisory body to county council and as a coordinating and educational body for the people of Lancaster County in matters concerned with the health and well-being of the community.

(Ord. No. 244, 7-25-94)

### Sec. 2-332. - Membership.

- (a) The health and wellness commission shall consist of seventeen (17) members appointed by county council as follows:
- (1) Each council member shall recommend one (1) member to represent the council member's district; however, residency in the council member's district is not required.
  - (2) Four (4) members shall be appointed by county council at-large.
  - (3) County council will consider representation from business and industry, the clergy, city and town governments, and interested citizens.
  - (4) One (1) member shall be appointed by the county council to represent each of the following six (6) institutions:
    - Lancaster County Department of Social Services;
    - Lancaster County School District—Student Health Services;
    - Lancaster County School District—Comprehensive Health Education Curriculum;
    - Springs Memorial Hospital;
    - University of South Carolina at Lancaster; and
    - Lancaster County Council on Aging.

Each institution shall nominate an individual to represent the institution and the nominated individual shall be formally appointed by the county council.

- (b) (1) The term of office for all commission members is four (4) years. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; provided, however, upon a two-thirds (2/3) vote of the county council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.
- (2) A member of the commission who misses three (3) consecutive meetings of the commission during any fiscal year or a total of five (5) meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the commission chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.
- (3) Members of the commission serve at the pleasure of county council.
- (c) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the commission chair and the county administrator.
- ✕ (d) Within one (1) year of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a commission member.

(Ord. No. 244, 7-25-94; Ord. No. 898, 4-7-08; Ord. No. 998, § 6.A, 4-26-10; Ord. No. 1258, § 5, 3-10-2014)

Sec. 2-333. - Reserved.

**Editor's note—** Ord. No. 998, § 6.B, adopted April 26, 2010, repealed former § 2-333 in its entirety which pertained to membership terms of health and wellness commission and derived from Ord. No. 244, 7-25-94.

Sec. 2-334. - Duties.

The duties of the health and wellness commission shall be to identify health issues in the county, to coordinate existing services and/or the establishment of additional services or programs to meet those needs. The commission will seek the advice of the citizens by appropriate means (i.e. hearings, surveys, etc.) in identifying concerns and solutions.

The commission shall also serve county council as an advisory body in dealing with health-related matters.

(Ord. No. 244, 7-25-94)

#### Sec. 2-335. - Organization.

- (a) The internal structure of the county health and wellness commission shall consist of a chairman, a vice-chairman, and a recording secretary to be elected by the membership of the commission. Terms of these offices shall be one (1) year, with the option of re-election.
- (b) The transaction of business shall be by Robert's Rules of Order. A quorum shall consist of the presence of nine (9) members of the commission.

(Ord. No. 244, 7-25-94)

#### Sec. 2-336. - Meetings.

The frequency of commission meetings shall be determined by the membership with a minimum frequency of bi-monthly (January, March, May, July, September, November). More frequent meetings may be called by the chair as the need exists or on requests by a member of the commission or by county council.

(Ord. No. 244, 7-25-94; Ord. No. 998, § 6.A, 4-26-10)

#### Sec. 2-337. - Freedom of information.

The health and wellness commission is a public body within the meaning of Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act and, as such, is required to give public notice of its meetings and agendas and attempt to notify the press thereof as required by the Act. Meetings may be closed only in accordance with statutory procedures in the Act. Executive session may be declared by the chairman in the event personnel or other confidential matters should arise. All meetings and records shall be open to the public. All voting shall be conducted in open session.



(Ord. No. 244, 7-25-94)

Sec. 2-338. - Records and reports.

- (a) The commission shall maintain records of its meetings and shall forward copies of the minutes of each meeting to the county council within thirty (30) days of each meeting. The minutes shall reflect the date of the meeting, the members present, and the business considered and decided. The secretary of the commission will transcribe the minutes of each meeting and forward them to the office of the county administrator.
- X (b) The commission shall deliver to county council, during regular session, a written and oral report of activities on an annual basis.

(Ord. No. 244, 7-25-94)

Sec. 2-339. - Budget and financial structure.

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

(Ord. No. 244, 7-25-94; Ord. No. 998, § 6.D, 4-26-10)

Sec. 2-340. - Legal counsel.

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

10/6/2015

Lancaster County, SC Code of Ordinances

(Ord. No. 244, 7-25-94)

Secs. 2-341—2-350. - Reserved.



November 15, 2017

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

Dear Mr. Willis:

On November 3, 2017, American Auction Network ceased transmission of their signal. A slate is on air advising subscribers that programming on this network is no longer available.

Effective on or after November 13, 2017, i24 News Launch (Altice) programming will launch and be available in SD and HD versions on Spectrum TV Tier 1/Silver and Premier. i24 will be placed near other news services above channel 100.

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](mailto: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





November 29, 2017

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

Dear Mr. Willis:

Effective on or after January 25, 2018, Viacom Networks including Nickelodeon, MTV, Comedy Central, BET, Spike, TV Land, VH1, & CMT will be on SPP Select. Viacom Networks including MTV2, MTV Classic, TeenNick, Nicktoons, Tr3s, Logo, MTV Live, Nick Music, BET Her, BET Jams, & BET Soul will be on SPP Tier 2.

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](mailto:ben.breazeale@charter.com).

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

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

# MEETINGS & FUNCTIONS – 2017

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, December 11 <sup>th</sup>	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, December 12 <sup>th</sup>	3:00 p.m.	Infrastructure & Regulation Committee - <b>Cancelled</b> Council Conference Room, Administration Building
Thursday, December 14 <sup>th</sup>	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, December 14 <sup>th</sup>	5:45 p.m.	Special Council Meeting Council Conference Room, Administration Building
Thursday, December 14 <sup>th</sup>	6:00 p.m.	Administration Committee - <b>Cancelled</b> Council Conference Room, Administration Building
Monday, January 8, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, January 9, 2018	3:00 p.m.	Infrastructure & Regulation Committee Council Conference Room, Administration Building
Tuesday, January 9, 2018	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, January 11, 2018	6:00 p.m.	Administration Committee Council Conference Room, Administration Building

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....5:00 p.m. ... Public Safety Committee  
 The Tuesday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Tuesday)  
 .....3:00 p.m. ... Infrastructure and Regulation Committee  
 The Thursday following the 1<sup>st</sup> Council meeting (most of the time it is the 2<sup>nd</sup> Thursday)  
 .....6:00 p.m. ... Administration Committee  
 1<sup>st</sup> Thursday of each month .....7:00 p.m. ... Fire Commission, Covenant Street EOC Building  
 2<sup>nd</sup> Thursday of each month .....6:00 p.m. ... Zoning Appeals Board, County Council Chambers  
 2<sup>nd</sup> Tuesday of each month .....6:30 p.m. ... Recreation Commission, 260 S. Plantation  
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library  
 2<sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov) .....11:45 a.m. ... Health & Wellness Comm., various locations  
 2<sup>nd</sup> Tuesday .....6:00 p.m. ... Historical Commission, Library Conference Room  
 3<sup>rd</sup> Thursday of each month .....6:30 p.m. ... Community Relations Commission, County Council Chambers  
 1<sup>st</sup> Thursday of each month .....5:00 p.m. ... Planning Commission work session, County Council Chambers  
 3<sup>rd</sup> Tuesday of each month .....6:30 p.m. ... Planning Commission, County Council Chambers