

Lancaster County Council Regular Meeting Agenda

Monday, November 12, 2018

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Thumbs Up for Stuart Barfield, Emergency Management Chief of Operations, Planning and Implementation – Presented by Chairman Steve Harper
 - b. Employee of the Quarter – Third Quarter 2018 – Sgt. Michael Hinson, Lancaster County Sheriff's Office - 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 from the October 22, 2018 County Council regular meeting – *pgs. 7-14*
 - b. Minutes from the October 29, 2018 Workshop – *pgs. 15-17*
 - c. **3rd Reading of Ordinance 2018-1507 regarding Rezoning Property Owned By Crenshaw Leasing III, LLC**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.93 Acre Tract Of Property Owned By Crenshaw Leasing III, LLC, Located At 1756 N. Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 8, 2018 County Council Meeting. Passed 7-0 at the October 22, 2018 County Council Meeting. – Penelope Karagounis – pgs. 18-19*

- d. **3rd Reading of Ordinance 2018-1539 regarding Amending the Purchasing Card Program**
Ordinance Title: An Ordinance To Amend Chapter Two, Article VI, Division 4, Purchasing Card Program, By The Deletion Of Sections 2-267 Through 2-283 And The Substitution Therefore Of Those New Procurement Provisions Noted Herein. – *Passed 7-0 at the October 8, 2018 County Council Meeting. Passed 7-0 at the October 22, 2018 County Council Meeting. - Nicholas Miller – pgs. 20-30*
- e. **3rd Reading of Ordinance 2018-1540 regarding Rezoning Request of Bowman Consulting Group, LTD**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Seven (7) Properties Totaling ± 21.59 Acres. The Properties Are Owned By Joseph L. Griffin, Jamie B. Griffin, Mary Helen Gates, Jerry Wayne Griffin, And Brenda G. Halloran. The Seven (7) Properties Are Located Adjacent To The Sun City Development In Between Carolina Commons Drive And Van Wyck Road. The Seven (7) Properties Are To Be Rezoned from LDR, Low Density Residential District And GB, General Business District to RB, Regional Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 8, 2018 County Council Meeting. Passed 7-0 at the October 22, 2018 County Council Meeting. – Penelope Karagounis – pgs. 31-32*
- f. **2nd Reading of Ordinance 2018-1541 regarding Approval of a Fee Agreement with Project Pepper**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Pepper Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the October 22, 2018 County Council Meeting. - Jamie Gilbert – pgs. 33-64*
- g. **2nd Reading of Ordinance 2018-1542 regarding Rezoning Eleven (11) Properties Owned By Lancaster Land LLC, First Land Company Inc.**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Eleven (11) Properties Totaling ± 1,336.75 Acres. The Properties Are Owned By Lancaster Land LLC, First Land Company Inc. The Eleven (11) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Eleven (11) Properties Are To Be Rezoned From RN, Rural Neighborhood District And LDR, Low Density Residential District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the October 22, 2018 County Council Meeting. – Penelope Karagounis – pgs. 65-66*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Four (4) Properties Totaling ± 140 Acres. The Properties Are Owned By R. Warren Norman III. The Four (4) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Four (4) Properties Are To Be Rezoned From RN, Rural Neighborhood District To RB, Regional Business District. – *Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the October 22, 2018 County Council Meeting. – Penelope Karagounis – pgs. 67-68*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Five (5) Properties Totaling ± 311.48 Acres. The Properties Are Owned By Kosztyo Rebecca Harris Stephens, Henry Harris Road-Lancaster LLC, Davis Jane R & James L. Trustee, And Wallace Indian Land LLC ETAL. The Five (5) Properties Are Located Along Henry Harris Road, North Of The Intersection Of Jim Wilson Road And Henry Harris Road In The Indian Land Section Of Lancaster County. The Five (5) Properties Are To Be Rezoned From LDR, Low Density Residential District And RN, Rural Neighborhood District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 22, 2018 County Council Meeting. – Penelope Karagounis – pgs. 69-70*

8. Non-Consent Agenda

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

Resolution Title: A Resolution In Anticipation Of And In Conjunction With An Upcoming Comprehensive Budget Amendment, To Approve A Budget Modification Of One Hundred Twenty Six Thousand Four Hundred Sixty Five (\$126,465.00) Dollars For The Stormwater Department So As To Authorize And Approve The Addition Of One Employee, A Stormwater Inspector, For The Department, The Funding To Include Salary, Benefits, Training, Start-Up Equipment And A One-Time Capital Expense Associated With The Hire. – *(Favorable Recommendation – I & R Committee)(Favorable Recommendation – Administration Committee). – Scott Edgar – pgs. 71-77*

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

Resolution Title: A Resolution To Approve The Conditional Use Application Of Donna Patterson (JP'S Auto Repair) To Locate And Operate An Auto Repair Facility On A Parcel Identified As Tax Map 5, Parcel 91.01, 182 Patterson Lane, Indian Land, South Carolina. – *Planning Commission recommended approval by a vote of 7-0. - Joey Adams-Raczkowski – pgs. 78-93*

- c. **1st Reading of Ordinance 2018-1545 regarding Rezoning Application of Danny Burch**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.001 Acre Tract Of Property Owned By Danny Burch, Located At 940 Taylor Drive In Lancaster County From RN, Rural Neighborhood District To MH, Manufactured Home District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. - Joey Adams-Raczkowski – pgs. 94-99*
- d. **1st Reading of Ordinance 2018-1546 regarding Rezoning Application of Surendar Bhandari**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.6 Acre Portion Of Property Owned By Surendar Bhandari, Located At 7362 Charlotte Highway From LDR, Low Density Residential District To NB, Neighborhood Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. - Joey Adams-Raczkowski – pgs. 100-105*
- e. **1st Reading of Ordinance 2018-1547 regarding Rezoning Application of Mt. Nebo Baptist Church**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 1.9 Acre Portion Of Property Owned By Springland Inc, Located At 269 Mt. Nebo Road In Lancaster County From LI, Light Industrial District To INS, Institutional District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. - Joey Adams-Raczkowski – pgs. 106-113*
- f. **1st Reading of Ordinance 2018-1548 regarding Rezoning Application of Fred Brackett (Property Owned By Albert Blake Evans)**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 0.565 Acre Portion Of Property Owned By Albert Blake Evans, Located At 2414 Charlotte Highway From LDR, Low Density Residential District To PB, Professional Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 7-0. - Joey Adams-Raczkowski – pgs. 114-119*
- g. **1st Reading of Ordinance 2018-1549 regarding Rezoning Application of Samty Properties, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A \pm 9.82 Acre Parcel Owned By Samty Properties, LLC Located At 8980 Charlotte Highway From MX, Mixed Use District To GB, General Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 6-1. - Joey Adams-Raczkowski – pgs. 120-127*
- h. **1st Reading of Ordinance 2018-1550 regarding Rezoning Application of Widewaters Land Company, LLC (Property Owned By PWO LLC)**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Two (2) Properties Totaling \pm 44.69 Acres. The Properties Are Owned By PWO LLC. The Two (2) Properties Are Located At 8004 And 8036 Charlotte Highway. The Two (2) Properties Are To Be Rezoned From GB, General Business District To RB, Regional Business District; And To Provide For Other Matters Related Thereto. – *Planning Commission recommended approval by a vote of 6-1. - Joey Adams-Raczkowski – pgs. 128-134*

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

Ordinance Title: An Ordinance To Approve A Second Amendment To The Development Agreement For The Bretagne Development Relating Solely To Phase 7; And To Authorize Certain County Officials To Execute And Deliver The Second Amendment To The Development Agreement For The Bretagne Development. – *John DuBose – pgs. 135-180*

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

Ordinance Title: An Ordinance To Amend Ordinance No. 2018-1515, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019 (FY 2018-2019), To Further Provide For Revenues and Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. – *(Favorable Recommendation – Administration Committee) - Kim Belk – pgs. 181-184*

9. Discussion and Action Items

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

- Michael C. Waterbury for the Indian Land Fire Department

b. Discussion of 2019 calendar (Final adoption will be held at the November 26th Council Meeting) – *Steve Willis – pgs. 185-190*

c. Pending Projects Update - *Steve Willis – pgs. 191-192*

- Animal Shelter
- Fleet Maintenance Garage
- Library System
- EMS Headquarters
- Barnett Medical Building
- EMS Substation – Old Bailes Road
- Fire Study

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

11. Miscellaneous Reports and Correspondence

a. Letter from the South Carolina Office of the Comptroller General regarding the Purchasing Card Program – *pg. 193*

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

13. Executive Session

- a. *Discussion involving two contractual matters: SC Code Section 30-4-70(a)(2).*

14. Calendar of Events – pg. 194

15. Adjournment

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



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

DRAFT

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, October 22, 2018

Council Members present at the meeting were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present at the meeting were County Administrator Steve Willis, County Attorney John Weaver, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Planning Director Penelope Karagounis, Chief Financial Officer Veronica Thompson, Economic Development Director Jamie Gilbert, new County Attorney John Dubose, various department heads and elected officials, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Steve Harper welcomed everyone to the meeting. Brian Carnes led the Pledge of Allegiance to the American Flag and delivered the invocation.

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Approval of the agenda

Charlene McGriff moved to approve the agenda. The motion was seconded by Brian Carnes. Council approved the agenda by unanimous vote of 7-0.

Special Presentations

John Weaver introduced special guest, John DuBose, who will be the new County Attorney.

Citizens Comments

Rick Riggins, Lancaster, SC, spoke regarding solar farms.

Mark Kahn, Lancaster, SC, spoke regarding solar farms and street repairs.*

*Chairman Steve Harper allowed Steve Willis to respond to the comment by stating that the roads mentioned by Mr. Kahn are state secondary roads, which means that the South Carolina Department of Transportation (SCDOT) would be responsible for fixing them. He also noted that the County would send him a letter as to when the next County Transportation Committee meeting will be scheduled.

Bob Fultz, Indian Land, SC, spoke regarding Ordinance 2018-1544.

Johnnie McCord, Indian Land, SC, spoke regarding Ordinance 2018-1544.

Bob Yoder, Van Wyck, SC, spoke regarding Ordinance 2018-1542.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **a.**, Item **b.**, Item **c.** and Item **d.** below. The motion was seconded by Charlene McGriff. No further discussion. Council approved Consent Agenda Items **a.**, **b.**, **c.** and **d.** below by unanimous vote of 7-0.

- a. Minutes from the October 8, 2018 County Council regular meeting
- b. **2nd Reading of Ordinance 2018-1507 regarding Rezoning Property Owned By Crenshaw Leasing III, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.93 Acre Tract Of Property Owned By Crenshaw Leasing III, LLC, Located At 1756 N. Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

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c. 2nd Reading of Ordinance 2018-1539 regarding Amending the Purchasing Card Program

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

d. 2nd Reading of Ordinance 2018-1540 regarding Rezoning Request of Bowman Consulting Group, LTD

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

Non-Consent Agenda

Resolution 1026-R2018 regarding Incentives for Solar Farms

Resolution Title: A Resolution To Voice County Council's Interest In Considering Economic Development Incentives For Solar Farm Projects Located Within The County And To Authorize The Administrator And His Selected Staff To Prepare For Council's Subsequent Consideration An Ordinance That Provides Financial Incentive Standardization For Solar Farm Projects.

Charlene McGriff moved to approve Resolution 1026-R2018. The motion was seconded by Terry Graham.

John Weaver explained that if this Resolution passes, it does not approve anything, but rather indicates that Council is interested in moving forward with an ordinance that will require three (3) readings. Terry Graham stated that he wanted to clarify that this Resolution has nothing to do with pending solar farms but is rather a policy resolution. Council and Attorney Vincent Sheheen discussed what could potentially happen if the State ends up setting a policy in regards to solar farm incentives after the County has already passed their policy and the differences between solar farms and other economic development projects. Jamie Gilbert asked that Council keep economic development incentives, such as Fee In Lieu of Taxes (FILOTS) and Special Source Revenue Credits (SSRC), for projects that create jobs and have a larger impact across the entire community.

Resolution 1026-R2018 passed by a vote of 4-3. Brian Carnes, Larry Honeycutt, Steve Harper and Terry Graham voted in favor of Resolution 1026-R2018 and the following Council members were opposed: Jack Estridge, Charlene McGriff and Billy Mosteller.

John Weaver explained that the policy will now go to Committee. He recommended that John DuBose bring a proposed ordinance to the Administration Committee in January, 2019.

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Resolution 1027-R2018 regarding Amending the Future Land Use Map Contained in the Comprehensive Plan 2014-2024

Resolution Title: A Resolution To Approve The Request Of Lennar Carolinas, LLC To Amend The Future Land Use Map Contained In The Lancaster County, South Carolina Comprehensive Plan 2014-2024 So As To Change The Future Land Use Designation On The Future Land Use Map For The Areas Covered By Lennar Carolinas, LLC From Rural Living To Transitional.

Larry Honeycutt moved to approve Resolution 1027-R2018. The motion was seconded by Jack Estridge. Resolution 1027-R2018 passed by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1541 regarding Approval of a Fee Agreement with Project Pepper

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

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1541. The motion was seconded by Charlene McGriff. Council approved the 1st Reading of Ordinance 2018-1541 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1542 regarding Rezoning Eleven (11) Properties Owned By Lancaster Land LLC, First Land Company Inc.

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Eleven (11) Properties Totaling ± 1,336.75 Acres. The Properties Are Owned By Lancaster Land LLC, First Land Company Inc. The Eleven (11) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Eleven (11) Properties Are To Be Rezoned From RN, Rural Neighborhood District And LDR, Low Density Residential District To MDR, Medium Density Residential District.

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1542. The motion was seconded by Billy Mosteller.

Penelope Karagounis and John Hardy, the developer for the Lennar project, provided details of the project including sewer infrastructure, that the property is not in the Heelsplitter overlay district, common open spaces, transportation improvements and school attendance zones.

Council approved the 1st Reading of Ordinance 2018-1542 by unanimous vote of 7-0.

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1st Reading of Ordinance 2018-1543 regarding Rezoning Four (4) Properties Owned By R. Warren Norman III

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Four (4) Properties Totaling ± 140 Acres. The Properties Are Owned By R. Warren Norman III. The Four (4) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Four (4) Properties Are To Be Rezoned From RN, Rural Neighborhood District To RB, Regional Business District.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1543. The motion was seconded by Terry Graham. Council approved the 1st Reading of Ordinance 2018-1543 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1544 regarding Rezoning Five (5) Properties Along Henry Harris Road

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

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1544. The motion was seconded by Billy Mosteller.

Penelope Karagounis and John Hardy, the developer for the Lennar project, explained the project and provided details of the project. They discussed road safety and traffic concerns and concerns regarding density. John Hardy indicated that he is willing to commit in writing to a round-about in that area and to discuss making some type of mutually beneficial donation/contribution to the County for its use since the development is not under a development agreement and since the County has not yet approved Impact Fees. John Weaver stated that if the rezoning passes, then the County and Lennar can work out a mutually beneficial agreement.

Council approved the 1st Reading of Ordinance 2018-1544 by unanimous vote of 7-0.

Discussion and Action Items

Committee Reports:

Infrastructure & Regulation (I & R) Committee:

Larry Honeycutt stated that the I & R Committee discussed seven (7) items. He reported that the Animal Shelter project is moving forward. He noted that Council is having a Workshop on October 29, 2018 in regards to the Garage. He explained that work would begin soon on the

EMS Headquarters. He stated that the County has bought the land for the new EMS station. He further stated that the County Administrator will be determining the departments that will be housed in the Barnett building.

Public Safety Committee:

Brian Carnes stated that the Public Safety Committee discussed two (2) items. He reported that the Sheriff's Office has received a DUI Enforcement grant that is a continuation grant. He further reported that the Committee discussed an equipment request from the Sheriff's Office, which the Committee moved forward to the Administration Committee with a favorable recommendation.

Administration Committee:

Charlene McGriff reported that the Administration Committee met on October 18, 2018. She reported that the items the Committee discussed were as follows: (1) Ordinance 2018-1541, which the Committee moved forward to Council with a favorable recommendation; (2) Second Amendment to the Bretagne Development Agreement - Phase 7; (3) an update on the County's pending projects; (4) a review of staffing for the Stormwater Department; (5) the equipment request from the Sheriff's Office, which the Committee moved forward to Council with a favorable recommendation; and (7) a proposed budget amendment, which the Committee moved forward to Council with a favorable recommendation.

Information only on pending grants from the Catawba Council of Governments – Economic Development Administration.

Steve Willis stated that the County is working in conjunction with the Catawba Council of Governments (COG) on two (2) grants: (1) Regional Wastewater Collection Rehabilitation, which the County is working on with the City of Lancaster and Lancaster County Water and Sewer District; and (2) Infrastructure Improvements, which the County is working on with the Town of Kershaw. The details for the grants can be found on page 101 of the agenda packet.

Information only on Palmetto Pride tree grant for Parks and Recreation.

Steve Willis reported that Parks and Recreation has received a grant through Palmetto Pride. He explained that the County will be receiving one hundred forty-seven (147) trees, which will be planted at the Buford Recreation Center. He noted that the match requirement is a litter pick up day.

Information only on grant for Sheriff's Department relating to the Opioid Response Network.

Steve Willis reported that the Sheriff's Office has received a one hundred percent (100%) federal grant relating to the Opioid Response Network.

Information only regarding acceptance of a DUI Enforcement grant for Sheriff's Department.

Steve Willis reported that the Sheriff's Office has received a one hundred percent (100%) grant that funds one deputy and equipment for the purpose of Impaired Driving Enforcement. He noted that the grant does not have a local match requirement.

Information only regarding proceeding with Del Webb Library work.

Steve Willis reported that the County is proceeding with the Del Webb Library project, as discussed and approved by the I & R Committee. He noted that the County will be moving forward with the design for that project.

Equipment Request for Sheriff's Office Crime Lab.

Steve Willis reported that the Sheriff's Office is requesting that money from the Capital Project Sales Tax be used for equipment. He explained that the Sheriff had previously wanted to use the money for personnel but that did not work out because it required two (2) chemists instead of one (1) and that was too expensive; therefore, the Sheriff would like to use the money for equipment. The Sheriff is requesting three handheld analyzers (which will improve officer safety), a ductless fume hood (which will also improve officer safety) and high security storage (which the Sheriff's Office needs more storage).

Larry Honeycutt moved that the Chief Financial Officer and Sheriff work with the Procurement Director to acquire Crime Laboratory items as approved on October 22, 2018. The motion was seconded by Brian Carnes. The motion passed by unanimous vote of 7-0.

Executive Session

Charlene McGriff moved to go into Executive Session, pursuant to SC Code Section 30-4-70(a)(5), to discuss two (2) economic development matters: Project Mustang and Project Cherry. The motion was seconded by Brian Carnes. The motion to go into Executive Session passed by unanimous vote of 7-0. Council went into Executive Session at approximately 7:45 p.m.

Brian Carnes moved to come out of Executive Session. The motion was seconded by Charlene McGriff. The motion to come out of Executive Session passed by unanimous vote of 7-0. Council came out of Executive Session at approximately 8:19 p.m.

Upon returning to open session, Attorney John Weaver noted that Council received two (2) economic development briefings, Project Mustang and Project Cherry, during Executive Session. He stated that during the course of these briefings, no votes were taken and no decisions were made.

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Adjournment

Larry Honeycutt moved to adjourn the meeting. The motion was seconded by Steve Harper. The motion to adjourn passed by unanimous vote of 7-0. There being no further business, the Council meeting adjourned at approximately 8:20 p.m.

Respectfully Submitted:

Approved by Council, November 12, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary



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

DRAFT

Minutes of the Lancaster County Council Workshop

101 North Main Street
Lancaster, SC 29720

Monday, October 29, 2018

Council Members present at the Workshop were Brian Carnes (who entered the meeting late), Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Council member Jack Estridge was absent from the Workshop. Also present at the Workshop were County Administrator Steve Willis, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Chief Financial Officer Veronica Thompson, Budget Analyst Kim Belk, Procurement Director Nicholas Miller, POND architects Dave Yensan and Luke McCary, Public Works Director Jeff Catoe, Sheriff Barry Faile, Director of Fire/Emergency Management Darren Player, EMS Manager Len Robinson, various staff and spectators. A quorum of Lancaster County Council was present for the Workshop.

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

Chairman Steve Harper called the Workshop to order at approximately 12:13 p.m.

Approval of the agenda

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

Citizens Comments

No citizens came forward to speak or signed up for Citizens Comments.

Discussion and Action Items

Discussion of the Fleet Maintenance Garage.

Nicholas Miller explained that staff needs guidance for the Fleet Maintenance Garage regarding which option, if any, that Council wants to pursue: renovation and addition for the existing garage or construction of a new garage. He provided a power point presentation, which is attached as Schedule A. He reviewed the history of the project and noted that this project was a publicly solicited project, which was awarded to POND architects. He introduced POND architects Dave Yensan and Luke McCary and they provided background on the POND firm.

Council Member Brian Carnes entered the Workshop at approximately 12:16 p.m. during the introduction of the architects.

Nicholas Miller reviewed the internal customer base for the Garage (slide 3) and the project approach (slide 4). Steve Harper stated that, to set the record straight about the budget, that council indicated that **up to** five point five (\$5.5) million dollars could be allocated for the projects (animal shelter and fleet maintenance garage) but that no authorization was given for that much to be spent. Nicholas Miller explained the project design services and management (slide 5) and how the POND architects have worked on the project. He noted that the architects stopped on the schematic design and now need guidance from Council before any further work is completed on this project. He also reviewed the Proposed Project Schedule (slide 6) and noted that the project is about twenty percent (20%) to twenty-five percent (25%) complete at this point.

He reviewed the programming details (slide 7). Council, Nicholas Miller and Kim Belk discussed what equipment is currently outsourced and how much was budgeted for that this fiscal year.

Nicholas Miller explained the special facility considerations for the Garage (slide 12). Luke McCary noted that the goal of the new designs are to increase efficiency and speed up the time it takes to get a vehicle serviced. He reviewed and answered questions regarding design option 1, which is the option for renovating and adding on to the existing Garage (slides 8 and 9). Steve Harper explained that he envisions more outsourcing in the future because it is expensive to hire employees due to the cost of benefits. Luke McCary reviewed and answered questions regarding design option 2, which is the option for construction of a new Garage (slides 10 and 11). He explained that this option would go up more quickly and would be more cost efficient. Nicholas Miller noted that the current facility is not safe and does not meet current standards. He reviewed the cost estimate breakdown for each option (slide 14). Steve Harper stated that the construction costs seem high and Steve Willis explained that that is because of the code requirements for working on vehicles. Nicholas Miller discussed the code requirements for a garage.

DRAFT

Darren Player requested that the County consider having a full building generator at the Garage for emergency services. He explained the work that the staff at the Garage currently completes for Fire Services/Emergency Management Services. Sheriff Barry Faile noted that if vehicles are outsourced, then the County would need to have an employee dedicated to monitoring when the vehicles need servicing and that would take the vehicles back and forth because he does not have the necessary manpower for that additional work. Len Robinson reviewed the work that the staff at the Garage currently completes for EMS. Jeff Catoe explained the work that the staff at the Garage currently does for the Public Works Department. Council discussed how much work Public Works is currently outsourcing. Josh Alford and Luke Conner, staff at the Garage, reviewed their current work output and priorities. Steve Willis provided eleven (11) pictures of the current facility, which are attached as Schedule B.

Charlene McGriff asked if a Garage could be built for less than the estimates. Nicholas Miller stated that these are estimates thus far and that the value of a new building would be improved safety for employees, increased efficiency and better workflow. Charlene McGriff suggested that this information should be reviewed by the Committees, both I & R and Administration. Steve Willis stated that a Resolution regarding the Garage was potentially going to come before Council at the November 12th Council meeting. Brian Carnes noted that the County has initial one-time costs versus long term operational costs and that the building efficiency saves in long term costs. Council and Kim Belk discussed potential funding. Steve Harper stated that the information presented would go to the Committees first and then to full Council.

Adjournment

Larry Honeycutt moved to adjourn the Workshop. The motion was seconded by Billy Mosteller. The motion to adjourn passed by a vote of 6-0. There being no further business, the Council Workshop adjourned at approximately 1:53 p.m.

Respectfully Submitted:

Approved by Council, November 12, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1507

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 9.93 ACRE TRACT OF PROPERTY OWNED BY CRENSHAW LEASING III, LLC, LOCATED AT 1756 N. ROCKY RIVER ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Crenshaw Leasing III, LLC applied to rezone property located at 1756 N. Rocky River Road from RR, Rural Residential District to RUB, Rural Business District.

(b) On September 18th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), 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. 0058-00-010.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 8, 2018	Passed 7-0
Second Reading:	October 22, 2018	Passed 7-0
Third Reading:	November 12, 2018	

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

ORDINANCE NO.: 2018-1539

AN ORDINANCE

TO AMEND CHAPTER TWO, ARTICLE VI, DIVISION 4, PURCHASING CARD PROGRAM, BY THE DELETION OF SECTIONS 2-267 THROUGH 2-283 AND THE SUBSTITUTION THEREFORE OF THOSE NEW PROCUREMENT PROVISIONS NOTED HEREIN.

WHEREAS, South Carolina statutory law requires that local governments establish a procurement code, Lancaster County having done so through the passage of Ordinance Number 1076 on December 13, 2010; and

WHEREAS, subsequently, from time to time, amendments to the Lancaster County Procurement Code have been made as deemed necessary and appropriate by Council; and

WHEREAS, upon the recommendation of the County Administrator and the Director of Procurement, an amendment to the Purchasing Card Program within Division 4 of the Procurement Code so as to ensure a greater degree of responsibility and integrity in this aspect of the procurement process; and

WHEREAS, following a review of the proposed changes, Lancaster County finds the amendments to be reasonable in all respects.

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

Section 1. Title.

1. The Lancaster County Code, Chapter Two, Article VI, Division 4, Purchasing Card Program, hereby is deleted in its entirety.
2. Substituted therefore and incorporated into the Lancaster County Code shall be the new and amended Chapter Two, Article VI, Division 4, Procurement Card Program which shall read as follows:

DEFINITIONS OF PARTIES INVOLVED

Cardholder. An employee of the County of Lancaster ("County") or an elected official of the same, who is approved to use the Procurement Card ("P-Card") to execute credit transactions on behalf of the County.

Card Issuer. Bank of America; whose services include the issuance of Visa P-Cards to Organization employees, providing electronic transaction authorizations, and billing for all purchases made on County P-Cards.

Department Head. County official who must: a) set internal controls for their department's usage of P-Cards; b) approve issuance of an employee's P-Card and submit P-Card applications to Program Administrator; c) if applicable, assign a Department Proxy; and, d) electronically sign-off on all monthly department purchases made. Department Head's approval delegates full transaction authority to the Cardholder.

Department Proxy. An employee within department designated by Department Head to be responsible for transaction review, account allocation, and electronic submittal. Department Proxy is to follow all internal controls as dictated by Department Head as well as program policy.

Organization. The County of Lancaster, SC; sole entity that arranges and approves to have P-Cards issued.

Program Administrator. The Procurement Director, located in the Lancaster County Procurement Department, who coordinates the P-Card program for the Organization. The Program Administrator will act as the intermediary in all correspondence between Organization and Card Issuer.

Vendor. The merchant from whom a Cardholder makes a purchase.

P-CARD PROGRAM OVERVIEW

The P-Card is a VISA charge card issued to a Cardholder to make small value purchases of items such as approved supplies, materials, equipment, and services for Organization use. The objective of the program is to streamline payments by eliminating the administrative burdens and costs associated with other methods of payment. The use of the P-Card is intended to eliminate the need for small dollar purchase orders. The P-Card program offers a simplified purchasing and payment process that allows for an expedited delivery of goods. The P-Card is issued under a contract awarded by the State Materials Management Office which permits County participation in the program. Use of the P-Card is limited to the procurement procedures as established in this document, unless otherwise authorized.

ETHICAL CONDUCT

The County of Lancaster, SC is committed to upholding the highest level of integrity and ethical conduct. It is required that all Organization employees and officials participate in the procurement process and follow the associated policies and procedures in regards to conflict of interest, personal purchases, gratuities, and prohibited relationships with Vendors. Lancaster County requires those who do business within the County to follow strict ethical guidelines in accordance with Section 8-13-705 of the Code of Laws of SC, which states:

"Offering, giving, soliciting, or receiving anything of value to influence action of public employee, member or official, or to influence testimony of witness; exceptions; penalty for violation; shall be subject to the punishment provided by Section 16-9-210 and Section 16-9-220."

CONFLICT OF INTEREST

Organization employees must not make any attempt to influence any purchase if the employee has a financial stake in the outcome of the purchasing decision. Nor shall transactions be conducted with any fellow employee, relative, or near-relative unless there has been a documented determination by Purchasing Director or County Administrator that goods or services procured are not available through other sources or that contract was awarded via competitively sealed bid process.

GRATUITIES

Organization employees must not accept gifts, entertainment, favors, or services from present or potential Vendors that could influence, or appear to influence, purchasing decisions.

ISSUANCE OF P-CARD

The Program Administrator will issue P-Cards to authorized Cardholders who have signed the mandatory Cardholder Responsibilities Agreement that covers the Program Policies and Procedures code of conduct outlining the terms and conditions of the program. The issuance of a P-Card to a Cardholder is strictly prohibited if Cardholder has not signed the agreement. The Program Administrator shall maintain a copy of the signed P-Card Agreement. The Program Administrator must maintain the following information: a) the name of the Cardholder issued a P-card; b) the date of issue; c) card number details; and, d) spend control limits. Access to the P-Card database is restricted to authorized personnel only. Any misuse is strictly prohibited and is subject to immediate termination and possible prosecution. The P-Card is the sole property of Lancaster County and must be maintained in a secure location at all times.

SPEND CONTROL LIMITS

The P-Card is to be used only for authorized Organization purchases only. Organization spending parameters are set at two-thousand five-hundred (\$2,500) US dollars per *single transaction*, including all associated fees and taxes. As used in this section, "single transaction" means one (1) or more items purchased from the same vendor at the same time on the same day. Any intentional circumvention of the single transaction limit is strictly prohibited and may result in the immediate termination of employment. *Monthly spending limits* are designated by Program Administrator based on demonstrated need of Cardholder; monthly spending limits may be adjusted at the discretion of Program Administrator based on demonstrated needs of Cardholder.

One-time transactions for purchases above individual transaction limit of two-thousand five-hundred (\$2,500) US dollars may be requested in writing to Program Administrator who may, in sole discretion, adjust temporary spend control limits of Cardholder until transaction is complete.

FIRST PURCHASING OPTION / COMPETITION

The P-Card should be used as the first option before other methods to obtain and pay for authorized goods and services costing \$2,500 or less, including taxes and fees. If the use of a P-Card is not possible, such as when a Vendor will not accept P-Card and no other competitive Vendor can be located, then a Purchase Order / Claim for Payment shall be issued. Cardholders are encouraged to complete purchases by obtaining more than one (1) quotation whenever possible. Cardholders will be required to show justification that the price paid for any purchase is fair and reasonable.

BONA FIDE VENDORS

Any purchase made shall be from a Vendor who is deemed established, reputable, and reliable, with appropriate licensing, insurance, etc., and not of questionable status. Do not make P-Card purchases from Vendor sources including:

- Drop shipping E-commerce sites, e.g., Wish, AliExpress, etc.
- Personal reseller sites, e.g., Craigslist, Letgo, etc.
- EBay (auctions)
- Flea markets, estate sales, etc.
- Relatives, friends, etc.

The following Vendors consistently offer fair and reasonable pricing and are sufficiently competitive with each other for similar types of purchases. These chains are:

- Amazon Business (with account ID registered through Lancaster County)
- Office Depot (with account ID registered through Lancaster County)
- Wal-Mart
- Lowes
- Home Depot

P-CARD PURCHASES

Permitted Purchases:

- a) Airline tickets for business travel;
- b) Hotel accommodations for business travel;
- c) Car rental for business travel;
- d) Conference and seminar registration fees;
- e) Ground transportation for business travel;
- f) Facsimile charges when traveling;
- g) Non-travel related business meals (e.g., public meetings / hearings, commissions, etc.-must attach participant list and agenda / meeting minutes with receipt);
- h) Authorized memberships and / or subscriptions;
- i) Advertising;
- j) Utilities;

- k) Uniforms / authorized work clothing;
- l) Books, periodicals, magazines and paper subscriptions with authorized Vendors;
- m) Registration expenses as pertaining to Election Days (e.g., supplies, election worker snacks, etc);
- n) Approved office supplies; and
- o) Small dollar amount maintenance contracts / repair services on non-capital items may be paid for using P-Card as long as the Vendor has a current certificate of insurance ("COI") in the appropriate amounts, including Worker's Compensation, and that the total cost of the transaction does not exceed the individual transaction limit of two-thousand five-hundred (\$2,500) US dollars.

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be authorized for purchase with P-Card.

Prohibited Purchases:

- a) Personal purchases of any kind;
- b) Unauthorized food purchases (including office parties, retirements, holidays, etc.);
- c) Employee travel expenses such as meals and personal expenditures;
- d) Donations of gifts to charity, gifts to Organization employees, political contributions;
- e) Cash advances;
- f) Gift cards, calling cards, or any pre-paid cards of similar type;
- g) Entertainment (including in-room services);
- h) Alcoholic beverages;
- i) Tobacco products;
- j) Weapons, side arms, ammunition (even if for training);
- k) Hazardous materials / chemicals;
- l) Fuel;
- m) IT purchases: hardware and installable software (unless approved by IT Director); and,
- n) Professional services conducted on County property (unless permitted qualifications are met).

In addition to the goods and services listed above, the Program Administrator may, with proper documentation, designate other goods and services that may be listed as prohibited purchases with P-Card.

Additional Prohibited Uses:

- a) Employee Travel Expenses / Meals – Cardholders are NOT authorized for P-Card usage with meals or food expenses associated with internal business meetings or travel. Cardholders will be authorized for P-Card usage on any business meal expense, non-travel related, that comes accompanied by an approved meeting agenda and / or meeting minutes. Travel meals and other travel expensed items shall be reimbursed via Lancaster County's Travel Reimbursement Policy (Policy 8.1), which states:
 - There must be a business connection to the expenditure;
 - There must be adequate accounting by the recipient within a reasonable period of time;
 - Excess reimbursements or advances must be returned within a reasonable period of time.

A travel expense report must be submitted to the Finance Department within 30-days of return from travel. Copies of receipts must be attached for all expenses requested for reimbursement. Any amounts owed to the County must be paid within 30-days of receipt of the travel expense report. Failure to follow these procedures may result in taxable income to the employee, delay or denial of expense reimbursement, and discipline up to and including termination of employment.

Travel Expenses – Overnight Stay:

- Mileage – when personal vehicles are used, reimbursement will be based on IRS Rate;
- Meals – employees staying overnight will receive a per diem of \$40 for each full day, \$30 for the day travel begins, and \$30 for the day travel ends to cover all meals and incidental expenses;
- Conference Fees – County will pay base registration cost.

Travel Expense(s) – Not Overnight Stay:

- Mileage – when personal vehicles are used, reimbursement will be based on IRS rate;
 - Meals – not reimbursed;
 - Conference Fees – County will pay base registration cost.
- b) Flowers – Cardholders are not authorized for flower arrangement purchases on P-Cards. This is policy for any General Fund department. The only departments authorized to purchase flower arrangements are as follows: County Council and its Members and the County Administrator's Office. If a department would like to send flowers out to any group or individual, including funeral services or employees out on medical leave, then all arrangements must be paid for in another manner, i.e., personal funds.
- c) Vendor Reward / Loyalty Programs – Cardholders are not authorized to use their P-card to gain credit towards any Vendor reward / loyalty programs for personal gain. Cardholders must not present their reward / loyalty cards in connection with any authorized P-Card purchases. If Cardholders are found to be engaging in this type of practice they may be subject to disciplinary actions in accordance with Organization Program Policies and Procedures, including termination for cause. In addition, the purchase may constitute fraud and criminal charges could be instituted against the Cardholder.
- d) Amazon Prime Membership – Cardholders are not authorized to use their P-card to obtain an Amazon Prime Membership for any individual department's use. Any Department interested in Amazon Prime ordering is required to register through the Organization's Amazon Business account. No personal Amazon Prime Memberships shall be authorized to ship Organization goods ordered with P-Cards, nor shall any Organization Prime Membership be used to ship personal goods of any kind to any address. All purchases must be shipped to an Organization address only; no goods shall be shipped to or received at personal domain or private residence for any reason.

- e) Grocery Items – Requests for grocery items made at grocery / retail stores for any items, including those related to special meetings, events, retirements, or training purposes, are subject to review and must be submitted in writing by requesting Department Head and submitted to Program Administrator for documentation purposes; each request may be subject to additional approval by County Administrator.

PROGRAM DOCUMENTATION

The Cardholder or Department Proxy will maintain all Vendor receipts / charge slips. These receipts / charge slips are to be uploaded along with appropriated account information for each transaction, further, a brief explanatory description of each transaction should be noted in the 'comments' column of Bank of America Works software. All receipts / charge slips are to include verification of sales tax as all credit transactions are subject to SC Use Tax. If an itemized receipt is not provided, Cardholder must contact vendor to determine whether or not sales tax was applied and provide verification to Organization's Finance Department.

In addition, the Cardholder or Department Proxy may be requested to provide additional details of any purchase if deemed necessary for transparency and / or compulsory reasons with P-Card Program Policies and Procedures. These details may include, but are not limited to, the following: a) purchase justification; b) program details (e.g. Special Projects); c) event / training purposes; and, d) funding / budget information. This documentation may be requested via email memo for attachment with transaction.

Lastly, all business meals must have accompanying attendance / meeting minutes and all business conferences / seminars must have associated agenda / itinerary attached. All documentation regarding the Program Policies and Procedures will be maintained by the Program Administrator. The Organization's Finance Department will maintain the monthly master billing statements.

SIGN-OFFS

Any Cardholder, Department Head, and / or Department Proxy must complete all transactional sign-offs, including uploading of appropriate backup documentation, by the first business day of each calendar month at noon (12:00 PM) EST; however, with suitable notification to Program Administrator, there may be an allowable three (3) business day grace period for justifiable circumstances of delayed sign-off, e.g., known out-of-office/vacation dates, etc. Repeated lack of timely sign-offs may result in P-Card termination for Cardholder.

MISSING RECEIPT AFFIDAVIT

Cardholder is responsible for submitting itemized receipts with P-Card transactions. Notwithstanding, Organization recognizes that Cardholder may lose or inadvertently not have a receipt for a transaction. Cardholder is responsible for contacting Vendor to request duplicate copy. When a good faith effort to obtain copy is unsuccessful, a Missing Receipt Affidavit may be used in conjunction with transaction reconciliation. All information must be completed on Missing Receipt Affidavit. Cardholder must also

contact Vendor to determine if appropriate sales tax was charged as all credit transactions are subject to SC Use Tax. Both the Cardholder and Program Administrator shall approve the Affidavit. The Missing Receipt Affidavit may not be used on a routine basis. Repeated use of Missing Receipt Affidavit may result in P-Card termination for Cardholder.

CARDHOLDER LIABILITY

The P-Card is a corporate charge card and will not affect personal credit rating levels. It is a Cardholder's responsibility to ensure that the card is used within the stated guidelines of Program Policies and Procedures. Failure to comply with Program Policies and Procedures may result in permanent revocation of P-Card, notification of situation to Organization officials, and punitive action in accordance with Lancaster County Policies and Procedures relating to disciplinary action and termination for cause. Misuse of P-Card may constitute fraud and criminal charges may be issued against any Cardholder in violation.

FRAUD; P-CARD MISUSE / ABUSE

Fraud – This involves the unauthorized use of P-Card by the Cardholder, someone other than the individual whose name is on the card, or individuals outside the organization. This includes stolen cards, counterfeit cards, and / or identity theft. It could also involve non-Organization employees or former Organization employees working in collusion with current Organization employees to commit fraudulent acts.

Merchant Fraud – This is an unauthorized activity and involves any Cardholder charges for goods and / or services not provided by a Vendor.

Misuse / Abuse – This is an unauthorized activity that involves the misuse and abuse of the purchasing activity by the Cardholder. This includes poor asset management resulting from improper order quantities, regularly not practicing "best value" due diligence when making authorized purchases, or regularly buying from unauthorized Vendor sources.

Usage of the P-Card for personal gain would represent serious abuse of the P-Card and could result in termination of employment and / or criminal charges filed against the Cardholder.

CREDITS

Under no circumstances should Cardholder accept cash in lieu of a credit to their P-Card account. The Vendor should always issue a credit to the account for any item / service agreed to process for a return.

P-CARD TERMINATION

The Program Administrator may close a Cardholder account if: a) Cardholder transfers to a different department that no longer requires P-Card; b) terminates employment with Organization; or, c) for any reason subjecting Cardholder to disciplinary action in accordance with Program Policies and Procedures relating to termination for cause, including the following:

- Cardholder does not adhere to all P-Card Program Policies and Procedures.
- P-Card being used for personal gain or unauthorized purposes;
- Continued or frequent misuse / abuse of P-Card;
- P-Card usage for purchases of any substance(s), material(s), or service(s) that violates policy, law, or regulation relating to Organization;
- Cardholder allows card to be used by another individual for any reason;
- Cardholder splits purchase to circumvent the established single transaction limit of \$2,500; or
- Cardholder fails to provide required receipts and / or documentation for P-Card purchases;

In conjunction with P-Card termination, a request for closing a Cardholder's account will be processed by Program Administrator. P-Card must also be returned to Procurement Department for immediate disposal.

LOST, MISPLACED, OR STOLEN P-CARDS

Cardholders must report any lost, misplaced, or stolen P-Cards immediately to Bank of America toll-free at 888-449-2273. Representatives are available to assist 24-hours a day, 7-days a week, 365-days a year.

CARDHOLDER RESPONSIBILITIES

I, the undersigned, as an approved Procurement Card (P-Card) holder, fully understand and agree to the following terms and conditions regarding the usage and safekeeping of the P-Card entrusted to me.

I, as Cardholder, must use my P-Card for legitimate Organization business and travel only. Misuse of my P-Card will be subject to disciplinary action in accordance with Program Policies and Procedures. Any misuse of my P-Card may constitute fraud and, if necessary, criminal charges may be instituted against me.

I, the Cardholder, must:

- a) Maintain full knowledge and adherence to P-Card Program Policies and Procedures;
- b) Ensure the P-Card is used only for legitimate Organization business expenses;
- c) Provide appropriate justification for all P-Card purchases, with documentation (if applicable);
- d) Maintain the P-Card in a secure location at all times;
- e) Not allow for other individuals to use my issued P-Card;
- f) Obtain "best value" for all Organization purchases made with P-Card;
- g) Adhere to all purchase limits of the P-Card and ensure total charges, including taxes, shipping, and fees for any single transaction does not exceed two-thousand five-hundred (\$2,500) US dollars;
- h) Verify all charges on monthly statement and approve all monthly transactions using electronic software (i.e. Works) from Card Issuer;
- i) Obtain all sales slips, register receipts for proper transaction documentation, and provide the same to Department Proxy (if applicable) for proper reconciliation and allocation;
- j) Attempt to resolve any disputes or billing errors directly with Vendor;
- k) Not accept cash in lieu of a credit for P-Card account reconciliations;

- l) Return P-Card to Program Administrator, Department Head, or Human Resource Department upon termination of employment with Organization; and
- m) Immediately report lost / stolen cards to Card Issuer [Bank of America @ 888-449-2273, 24/7/365] and notify Program Administrator at first opportunity during business hours.

ANY VIOLATION OF P-CARD PROGRAM POLICIES AND PROCEDURES MAY RESULT IN DISCIPLINARY ACTION(S) INCLUDING TERMINATION OF EMPLOYMENT AND, IF NECESSARY, CRIMINAL CHARGES.

As a Cardholder, I hereby agree to the above terms and conditions and take full administrative responsibility pursuant to the P-Card Program Policies and Procedures for the action(s) of a Cardholder.

Cardholder Name: _____

Account Number: xxxx xxxx xxxx

Transaction Limit: \$2,500

Monthly Credit Limit: _____

Cardholder Signature: _____ Date: _____

Program Administrator Signature: _____ Date: _____

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

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:	October 8, 2018	Passed 7-0
Second Reading:	October 22, 2018	Passed 7-0
Third Reading:	November 12, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1540

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE SEVEN (7) PROPERTIES TOTALING ± 21.59 ACRES. THE PROPERTIES ARE OWNED BY JOSEPH L. GRIFFIN, JAMIE B. GRIFFIN, MARY HELEN GATES, JERRY WAYNE GRIFFIN, AND BRENDA G. HALLORAN. THE SEVEN (7) PROPERTIES ARE LOCATED ADJACENT TO THE SUN CITY DEVELOPMENT IN BETWEEN CAROLINA COMMONS DRIVE AND VAN WYCK ROAD. THE SEVEN (7) PROPERTIES ARE TO BE REZONED FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT AND GB, GENERAL BUSINESS DISTRICT TO RB, REGIONAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Bowman Consulting Group, LTD applied to rezone seven (7) properties located adjacent to the Sun City Development in between Carolina Commons Drive and Van Wyck Road from LDR, Low Density Residential District and GB, General Business District to RB, Regional Business District.

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

Section 2. Rezoning.

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

Tax Map No. 0016-00-011.01, 0016-00-011.05, 0016-00-011.00, 0016-00-011.02, 0016-00-011.04, 0016-00-011.03, 0016-00-011.06

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 8, 2018	Passed 7-0
Second Reading:	October 22, 2018	Passed 7-0
Third Reading:	November 12, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1541

COUNTY OF LANCASTER

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AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT PEPPER PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

The Lancaster County Council finds that:

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

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

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

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

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

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

Section 2. Approval of Fee Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Approval and Execution of Fee Agreement.

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

the County, and thereupon to cause the Fee Agreement to be delivered to the Sponsor. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

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:	October 22, 2018	Passed 7-0
Second Reading:	November 12, 2018	
Public Hearing:	November 26, 2018	(Tentative)
Third Reading:	November 26, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1541

Fee Agreement

See attached.

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FEE AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT PEPPER

Dated as of _____, 2018

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FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of _____, 2018, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and PROJECT PEPPER (collectively, the "Sponsor" or the "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

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

WHEREAS, the Company proposes to expand the Company's facilities in the County (the "Project"); and

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement: _____.
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement: _____.
3. Minimum investment agreed upon: N/A.
4. Length and term of this Agreement: 30 years for each annual increment of investment in the Project during the Investment Period.
5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.
6. Millage rate applicable for each year of this Agreement: 313.0 mills, if the Agreement is executed in calendar year 2018, and 317.6 mills, if the Agreement is executed in calendar year 2019.
7. Statements

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

- (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
- (c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 70% of the Negotiated FILOT Payments for the first 6 consecutive years in which Negotiated FILOT Payments are required to made hereunder; 65% for years 7 through 11; and 60% for years 12 through 15;
- (d) Negotiated FILOT Payments will not be modified using a net present value calculation; and
- (e) Replacement property provisions will apply.

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

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

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

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

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

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

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

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

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

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

“Department of Revenue” shall mean the South Carolina Department of Revenue.

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

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

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

“Existing Property” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

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

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

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

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

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

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

“Multi-County Park” means the multi-county park established pursuant _____

_____.

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

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

"New Full-Time Job" means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, "New Full-Time Job" includes only those jobs created on or after April 1, 2018. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. All persons filling the New Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and not less than ninety percent (90%) of the persons filling the New Full-Time Job positions must be U.S. citizens.

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

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

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

"Project Commitment" shall mean the Jobs Commitment.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

(a) The Company is a corporation validly existing and in good standing under the laws of the State. The Company has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

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

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

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

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

(f) Sponsor intends to operate the Project for purposes relating to _____. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

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

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

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

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

ARTICLE IV

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

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

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

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the following Jobs Commitment: the creation and maintenance of the number of New Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes with the "Year" number referring to the year that corresponds with the earlier of either (i) the year following the year in which the Economic Development Property is first placed in service or (ii) the first year Special Source Revenue Credits are taken, with Year 1 being the first year:

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

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

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

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

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

The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year. For all purposes of this Agreement, including but not limited to this Section 4.01 and Section 5.01(j) and (k), all New Full-Time Jobs created by the Sponsor and any Sponsor Affiliate shall count towards the Job Commitment.

Section 4.02. Reporting and Filing.

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

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

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsor's filings with the State (if required to file by the State) for the preceding calendar year including: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with

the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

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

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

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

Section 4.03 Modification of Project.

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

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

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

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

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (2) a millage rate fixed for the Term equal to 313.0 mills, if this Agreement is executed in calendar year 2018, and 317.6 mills, if this Agreement is executed in calendar year 2019 (and the millage rate applicable to a specific

portion of the Project shall be only the millage rate for the taxing entities in which the portion of the Project is located); and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

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

(e) The FILOT Payments are to be recalculated:

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

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

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

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original

income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

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

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

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

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment. Specifically, in any year in which the Companies fail to meet the Jobs Commitment, the annual

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

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

As an example of the calculation set forth in this subsection (k), and by way of example only, (i) assuming the Economic Development Property is placed in service with respect to the Project in 2019 and that the Special Source Revenue Credit is first taken in 2020 (which would be "Year 1" as referenced in Section 4.01(b) hereof), and that in the year ending December 31, 2022 (which would be "Year 3" as referenced in Section 4.01(b) hereof), that the maintained number of New Full-Time Jobs was eight (8), that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then (ii) the Hypothetical FILOT Payment for the year ending December 31, 2023 (which would be "Year 4" as referenced in Section 4.01(b) hereof) would be computed using the millage rate of 375 (instead of the millage rate set forth in Section 5.01(c) hereof) and the 10.5% assessment ratio for the Economic Development Property (instead of the 6% assessment ratio set forth in Section 5.01(c) hereof).

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

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

ARTICLE VI

PAYMENTS BY COMPANIES

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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

(iii) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) such Company and the transferee shall comply with any additional requirements (i.e., requirements not addressed in this paragraph) of the Transfer Provisions.

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

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

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

ARTICLE X

TERM; TERMINATION

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

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

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

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

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

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

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

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

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

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

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

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

(a) As to the County:

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

(b) As to the Sponsor:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

PROJECT PEPPER

By: _____

Its: _____

EXHIBIT A

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[TO COME]

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1542

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1543

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1544

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Agenda Item Summary

Resolution: – 1029 -R2018

Contact Person: Scott Edgar / Kim Belk

Department: Stormwater

Date Requested to be on Agenda: November 12, 2018

Issue for Consideration: Whether or not it is appropriate for County Council to approve a budget modification for the Stormwater Department so as to permit the addition of an additional inspector and the associated equipment and vehicle necessary for the workload?

Points to Consider: The support and justification for this additional manpower is detailed in the Stormwater Director's report that follows the Resolution.

Funding and Liability Factors: This additional \$126,465 is a shift of funding within the stormwater budget and will be formalized through a consolidated, comprehensive budget amendment. No funding from other sources is required.

Recommendation: The Administrator and the Administration Committee have recommended approval of the request.

A RESOLUTION

IN ANTICIPATION OF AND IN CONJUNCTION WITH AN UPCOMING COMPREHENSIVE BUDGET AMENDMENT, TO APPROVE A BUDGET MODIFICATION OF ONE HUNDRED TWENTY SIX THOUSAND FOUR HUNDRED SIXTY FIVE (\$126,465.00) DOLLARS FOR THE STORMWATER DEPARTMENT SO AS TO AUTHORIZE AND APPROVE THE ADDITION OF ONE EMPLOYEE, A STORMWATER INSPECTOR, FOR THE DEPARTMENT, THE FUNDING TO INCLUDE SALARY, BENEFITS, TRAINING, START-UP EQUIPMENT AND A ONE-TIME CAPITAL EXPENSE ASSOCIATED WITH THE HIRE.

WHEREAS, the Lancaster County Stormwater Department's duties and responsibilities have increased substantially since the department inception; and

WHEREAS, it is apparent to Council that the continuing growth of both residential and commercial activities in the Indian Land section of the county north of Highway 5 will require additional service demands upon the employees of that department in order to insure to the residents and businesses in the area that the laws and requirements of both state law and local legislation are being met; and

WHEREAS, a request has been made by the department's chief engineer that additional manpower and equipment is necessary and essential to accomplish this ever-increasing goal, a request that has been supported through a financial analysis and review of the department's budget by both the county's Budget Director and the Administration Committee, the result of which has garnered a favorable recommendation by the Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Lancaster County Stormwater Department has the approval and authorization of Council to expand its workforce through the addition of one additional employee along with the necessary equipment so as to undertake the job requirements. Further, the Council authorizes a shift in the department's budget of \$126,425 for this purpose and the county's Budget Director shall include this budgetary modification in the upcoming comprehensive annual budget amendment.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

MEMORANDUM

TO: Lancaster County Council

CC: Steve Willis, Administrator
Lisa Robinson, Director of Human Resources

FROM: Jeff Catoe, Director of Public Services
T. Scott Edgar, County Engineer

SUBJECT: Staffing review, Lancaster County Stormwater Management

DATE: November 5, 2018

The Stormwater Management Department is nearing its one-year anniversary and we are very proud of the progress we have made thus far. Building a successful Stormwater Management department requires continual assessment of its ability to meet the needs of the community and comply with NPDES Permit. Lancaster has become the third highest-growth County in the State. This growth is mainly driven by the Indian Land area which, as you know, is our SMS4 target area.

As we begin implementation of the National Pollutant Discharge Elimination System, NPDES, requirements under the SMS4, our staffing needs have become more apparent. To date, the Stormwater Management department has been operating from a reactive rather than proactive position. For example, there has been no progress in collecting background water samples to establish baseline water quality conditions of the streams in the SMS4 area. We suspect that many pollutants are generated in North Carolina not South Carolina. However, we have not been able to validate our suspicions with certified sampling data. We just finished drafting a comprehensive Illicit Discharge ordinance which we will be presenting to you shortly. Once adopted, this ordinance will help us accomplish some significant mandated permit objectives:

1. To regulate the contribution of pollutants to the SMS4
2. To prohibit illicit connections and discharges to the SMS4
3. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance

While the county grows, so does the need for a reevaluation of staffing and resources. The stormwater/engineering group has been called upon to provide services in many areas outside of our regulated mandated purpose. Many citizens, county staff, and the development community contact us daily requesting services. While we are happy to assist it sometimes stretches our capacities. These additional responsibilities and the expanded SMS4 area were not reflected in our original budget submission. Citizens demands seem to be increasing as many of our service are residents are accustomed to a high level of service from the municipalities they left to join us. The Stormwater Management Department has also taken over Floodplain management responsibilities upon retirement of Kenneth Cauthen.

The workload of the two inspector positions has become far more challenging than anticipated. In addition to the high volume of sites to be inspected and reported upon, we have the added task of changing the mindset of a development community who, in the past, have not been held accountable for sediment and erosion control measures in Lancaster County. Establishing working relationships and compliance education has proved to be a time consuming endeavor. With that in mind, we feel it is now necessary to add an additional inspector position to our staff.

Upon interviewing and evaluating candidates for the inspector position, it became apparent that we could benefit from strengths in different areas which match our department needs and mandated permit requirements. We have a unique opportunity to add talent which may not be available if we wait until next budget cycle to adjust budgets.

The Stormwater Management department closed out FY 2018 well under our projected budget. Since we are a newly created department, we do not have the benefit of a historical record to use as a basis for developing a more concise prediction of expenditures. For this reason, we are respectfully requesting that Stormwater Management be allowed some flexibility in reallocating some funds into our staff line item in the budget until we can more accurately estimate future budgets. ***This request includes approximately \$50,000 moved into wages, \$25,000 into FICA, Retirement, health insurance, workers comp. etc. for the entire department.*** Working with a dedicated stormwater fee, the fund will only increase as development of the Charlotte urbanized area continues to expand. We are literally building a brand new department which includes interpreting local, state, and federal regulations and developing our own program to meet compliance with the mandated Small Municipal Separate Storm Sewer System, SMS4 program. The revenue stream for the Stormwater Management department will increase as development increases in the panhandle. If our fee were in place, the average revenue growth over the last four years would have been \$127,000.

Staff efforts could generally be grouped by specific MCMs in relation to implementation of Lancaster County's SMS4 permit.

- Community outreach position is primarily focused on the first two Minimum Control Measures MCMs;
 - 1. *Public Education and Outreach,*
 - 2. *Public Participation and Involvement.*
- The inspector positions are primarily focused on satisfying MCMs:
 - 3. *Illicit Discharge Detection and Elimination and*
 - 4. *Construction Site Runoff Control.*
 - 5. *Post construction site runoff control*
- The engineering position is primarily focused on implementation of MCMs
 - 5. *Post-Construction Site Runoff and*
 - 6. *Pollution Prevention and Good House Keeping.*
- Management will act as an environmental resource and is responsible for implementation of all SMS4 program aspects.
- Administrative assistant will support all team members in our successful implementation of the Lancaster County permit.

All positions will be involved in some aspect of all MCMs and have a willingness to wear many hats as we build this program. The combined efforts of this team will be focused on improving the quality of life for Lancaster County residents by improving water quality.

19-7-203-500-00 Wages Salaries Full Time (7 FTEs)	\$ 359,450.00	\$ 409,500.00	Position at \$42,000 partial year, \$50,000 for full year
19-7-203-500-05 Salaries Overtime (5 FTEs)	\$ 1,500.00	\$ 5,000.00	
19-7-203-510-00 Fica Employers Contrib. (7 FTEs)	\$ 27,615.00	\$ 31,700.00	
19-7-203-510-05 SC Ret Employers Contrib. (7 FTEs)	\$ 52,555.00	\$ 60,330.00	
19-7-203-510-15 Health/Life Ins. 7 FTEs	\$ 44,510.00	\$ 53,790.00	
19-7-203-510-25 Workers Comp (7 FTEs)	\$ 20,390.00	\$ 23,665.00	
19-7-203-530-00 Travel, Training, Dues (7 FTEs)	\$ 6,000.00	\$ 15,000.00	specific training for multiple staff
19-7-203-540-00 Supplies General	\$ 7,000.00	\$ 10,000.00	
19-7-203-541-00 Supplies Postage	\$ 6,000.00	\$ 6,000.00	
19-7-203-551-00 Equipment General	\$ 10,000.00	\$ 15,000.00	start up equipment
19-7-203-560-00 Equipment Capitalized	\$ 25,000.00	\$ 65,000.00	1 Additional vehicle
19-7-203-571-00 Utilities - Telephone	\$ 7,500.00	\$ 7,500.00	
19-7-203-581-00 Rent - Building	\$ 24,860.00	\$ 24,860.00	
19-7-203-590-00 Maintenance - Vehicles	\$ 1,500.00	\$ 3,500.00	5 vehicles
19-7-203-590-05 Gasoline	\$ 3,500.00	\$ 8,000.00	5 vehicles
19-7-203-593-00 Maintenance Service Agreement	\$ 3,000.00	\$ 3,000.00	
19-7-203-600-00 Contractual Services	\$ 240,485.00	\$ 225,000.00	
19-7-203-605-00 CS Printing	\$ 3,000.00	\$ 3,000.00	
19-7-203-690-00 Special Projects	\$ 294,585.00	\$ 183,605.00	TV inspection of utilities, etc.
19-7-203-700-00 Outreach Projects	\$ -	\$ 20,000.00	
19-7-203-750-00 Lease Copiers	\$ 3,000.00	\$ 3,000.00	
19-7-203-961-00 Fund Balance Appropriated		\$ -	
Stormwater Subtotal FY 2019	\$1,141,450.00	\$ 1,176,450.00	
Fund Balance		\$ 35,000.00	
roll over from FY2018 to balance		\$ 1,141,450.00	

Agenda Item Summary

Resolution# 1030-R2018 (CU-018-007)

Contact Person / Sponsor: Andy Rowe

Department: Planning

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

Issue for Consideration:

A conditional use permit application (CU-018-007) of Donna Patterson (JP's Auto Repair). The property is located at 182 Patterson Lane in the Indian Land section of Lancaster County (Tax Map 5, Parcel 91.01). The applicant would like use the current garage on the site that was previously used by JP's Auto Repair and Indian Land Transmissions.

Points to Consider:

The applicant's business (JP's Auto) has been in existence since the late 1980's. The business moved from the location at 182 Patterson Lane to another location off Charlotte Highway. The property consisted of a full auto repair garage that is still existing today. During that time the original location on 187 Patterson Lane was then occupied by Indian Land Transmission. JP's Auto Repair moved back to the original location on 182 Patterson Lane in 2017. The UDO changed in November of 2016 and at that time was rezoned to MX, Mixed-Use District. The Mixed-Use District does allow this use with the approval of a Conditional Use Permit (Exhibit 6). The applicant has provided sufficient evidence of meeting the requirements set forth in Chapter 5, Section 5.8.6. (Exhibit 5).

Funding and Liability Factors:

N/A

Council Options:

1. Approve the proposed use.
2. Approve the proposed use with modifications.
3. Reject the proposed use.
4. Refer the proposed use back to the Planning Commission for further consideration.
5. Refuse to take further action.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to approve the Conditional Use Permit application of Ms. Donna Patterson (JP's Auto) by a vote of (7-0). Please see the attached written recommendation from the Lancaster County Planning Commission which contains the required conditions.

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

RESOLUTION NO.: 1030-R2018

A RESOLUTION

A RESOLUTION TO APPROVE THE CONDITIONAL USE APPLICATION OF DONNA PATTERSON (JP'S AUTO REPAIR) TO LOCATE AND OPERATE AN AUTO REPAIR FACILITY ON A PARCEL IDENTIFIED AS TAX MAP 5, PARCEL 91.01, 182 PATTERSON LANE, INDIAN LAND, SOUTH CAROLINA.

WHEREAS, on September 10, 2018, Donna Patterson submitted to Lancaster County her Conditional Use Application for an auto repair business to be located on a parcel of land located in Indian land and identified as 182 Patterson Lane, Tax Map 5, Parcel 91.01; and

WHEREAS, the Planning Department has considered the terms and conditions of the application along with a multitude various supporting documents and has reported that the applicant's plans are in compliance with the Lancaster County Uniform Development Ordinance (UDO) and that the application has received the Department's recommendation for approval; and

WHEREAS, on October 16, 2018, the Lancaster County Planning Commission, following a full presentation by the applicant and the Planning Department's staff and, additionally, following a Public Hearing being conducted wherein any input from those citizens and residents having an interest in the project was voiced and received, the Planning Commission likewise recommended to the County Council that the project was in compliance and that the Conditional Use Application should be approved; and

WHEREAS, Lancaster County Council itself has received a full presentation as to the applicable law as set forth in the UDO and, additionally, Council has received both written and verbal details and specifics of the auto repair shop's operation.

NOW, THEREFORE, BE IT RESOLVED, that the Lancaster County Council pursuant to Section 9.2.16.C.2.a. of the Lancaster County UDO approves the Conditional Use Application submitted by Donna Patterson.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED

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



Case No. CU-018-007
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: Conditional Use application of Donna Patterson (JP's Auto Repair).

Property Location: Located at 182 Patterson Lane in the Indian Land section of Lancaster County (Tax Map 5, Parcel 91.01)

Zoning District Classification: MX, Mixed-Use District

Voting District: District 7, Brian Carnes

Site Information

Site Description: The applicant would like use the current garage on the site that was previously used by JP's Auto Repair and Indian Land Transmissions.

Vicinity Data

Surrounding Conditions: The surrounding properties are zoned MX, Mixed-Use District to the north, to the east INS, Institutional District, to the west are zoned PDD, Planned Development District, and adjacent parcels to the south are zoned GB, General Business District.

Exhibits

1. Conditional Use Application
2. Response to Compliance from Applicant
3. Location Map/Zoning Map
4. Tax Inquiry Sheet
5. Conditional Use Regulations
6. Use Table
7. Survey Plat

Chapter 5- Use Regulations

5.8.6 VEHICLE SERVICES – MINOR MAINTENANCE/REPAIR [NB, GB, RB, LI, HI, MX, IMX]

A. Outdoor Vehicle Storage: All outdoor storage of vehicles awaiting work or pick-up shall be screened by a Type C buffer in accordance with Section 7.1.5. No vehicles or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way. No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained.

B. Vehicle Bays: Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee (TRC).

C. Noise: No noises resulting from the occasional repair or maintenance of a motor vehicle shall be audible at or beyond the property line between 8 PM and 7 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.

D. Repair Work: All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.

E. Screening: All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer.

F. Accessory Structure Location: Accessory structures such as self-service vacuum cleaners, air pumps, and other self-service structures must be setback 50 feet from any residential use and 25 feet from any right-of-way.

G. Fueling Islands: Each drive-up fueling facility permitted under this title shall have off-street driveway stacking space that shall not inhibit or impede access to or from any parking space or drive.

H. Lighting

1. Canopy lighting fixtures shall be hidden inside a canopy so as not to be visible from off-site.

2. Freestanding lighting fixtures shall not exceed 15 feet in height if the use adjoins an existing residential district or residential lot. All light fixtures shall be cutoff luminaries that block the light source from off-site view.

I. Car Wash Allowed as Accessory Use: A one-bay car wash may be allowed as an accessory use. The car wash shall meet the setbacks for the principal use and not exceed 900 square feet in area. The car wash bay shall not be oriented toward the public right-of-way. Car washes are required to have operational recycled water systems where a minimum of 50 percent of water utilized is recycled.

Findings and Conclusions

The applicant's business (JP's Auto) has been in existence since the late 1980's. The business moved from the location at 182 Patterson Lane to another location off Charlotte Highway. The property consisted of a full auto repair garage that is still existing today. During that time the original location on 187 Patterson Lane was then occupied by Indian Land Transmission. JP's Auto Repair moved back to the original location on 182 Patterson Lane in 2017. The UDO changed in November of 2016 and at that time was rezoned to MX, Mixed-Use District. The Mixed-Use District does allow this use with the approval of a Conditional Use Permit. The

applicant has provided sufficient evidence of meeting the requirements set forth in Chapter 5, Section 5.8.6.

Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the Conditional Use Permit by Donna Patterson located at 182 Patterson Lane be **APPROVED**.

Planning Commission Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to approve the Conditional Use Permit application of Ms. Donna Patterson (JP's Auto) by a vote of (7-0). Please see the attached written recommendation from the Lancaster County Planning Commission which contains the required conditions.

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

NOTICE OF PLANNING COMMISSION RECOMMENDATION

TO: Mr. Steve Harper
Chairman, Lancaster County Council

FROM: Mr. Charles Deese
Chairman, Lancaster County Planning Commission

SUBJECT: Recommendation by Lancaster County Planning Commission on CU-018-007
(Donna Patterson- JP's Auto).

On September 10th, 2018, Donna Patterson (JP's Auto) submitted an application to the Lancaster County Planning Department for a Conditional Use Permit (CU-018-007) for an Auto Repair Business for review and consideration. After consideration of the particular details of the application, Planning Staff recommended approval of the project.

On Tuesday, October 16th, 2018 the Lancaster County Planning Commission held a public hearing on CU-018-007 in accordance with UDO Chapter 9. At this meeting, Lancaster County Planning Commission considered comment from Planning Department Staff, the Applicants, as well as surrounding residents and property owners.

Additionally, Planning Commission considered the application with regard to consistency with UDO Chapter 5, the surrounding neighborhood and other matters deemed appropriate by the Commission.

Subsequent to the public hearing, Planning Commission voted (7-0) to recommend **APPROVAL** of CU-018-007 (Donna Patterson- JP's Auto Repair).



Charles Deese
Chairman, Lancaster County Planning Commission

10/23/18
Date

ATTEST:



Judy Barrineau,
Clerk to Planning Commission

10/23/18
Date

TO: Lancaster County Planning
FROM: JP's Auto Repair, Inc.
Donna Patterson
DATE: September 18, 2018
SUBJECT: Application for Conditional Use

Exhibit 2

This building/business, at 182 Patterson Lane, has been in existence since the late 1980's. It has been run as JP's Auto Repair for many years. We moved to another location in 1999 and Indian Land Transmission used this facility. JP's Auto Repair moved back to this location in October of 2017. It is now our understanding that since this location was not used as a business for over a year, we need to apply for a Conditional Use Application.

In accordance with the 'Unified Development Ordinance' sent to me on September 10, 2018, the following is to show our compliance.

Article 5.8.6

Compliant - A - There is no storage of junk vehicles or parts permitted on the property. Outdoor storage of vehicles awaiting work or pick-up are screened by a buffer and are not located closer than 5 feet to any adjoining property line or right-of-way.

Compliant - B - There are no bays visible to any street.

Compliant - C - There are no noises audible from repair or maintenance of a vehicle before 7AM or after 8PM. (The hours of operation are Monday-Friday 8-5)

Compliant - D - All repair work is conducted entirely within an enclosed structure.

Compliant - E - There are no boundaries of the property that adjoin a Single Family residential district.

N/A - F - Accessory Structure Location (This item is not applicable - there is no self-service)

N/A - G - Fueling Islands (This is not applicable - we are not a fueling facility)

Compliant - H - All lighting is hidden from off-site. There are no freestanding fixtures that exceed 15 feet

N/A - I - Car Wash - This is not applicable - this is not a car wash.

On Friday, September 7, 2018, we were visited by Zoning Officer, Amy Bowers. She was very cordial and professional. She gave us a 'Notice of Violation' and told us to contact the Zoning Office in Lancaster.

On Monday morning, we met with Andy Rowe in the Lancaster Planning Department. He was also very cordial and professional. He made sure that we had our Conditional Use Application, and also the list of Regulations where we needed to show compliance (above). He also gave us a Conditional Use Plan Checklist and told us we needed to get the area surveyed and the surveyor could fill out this 'checklist' for us.

I began calling to find a surveyor. Unfortunately, with less than one week to the deadline, after calling 5 or 6 survey companies, no one was available on such short notice to survey the area (also looking at Hurricane Florence moving in with torrential rains.)

As of Thursday, September 13, 2018, Jim Safrit at ESP Associates has agreed to help me moving forward, but unsure (particularly with Hurricane Florence), if we can meet the deadline of September 18. Today, is Tuesday, September 18, 2018 and Mr. Safrit and I are working towards and hoping to meet today's 5:00 deadline.

I wanted to go ahead and send this paperwork – at least showing where we could prove compliant in the areas requested.

The survey and the Conditional Use Plan Checklist will immediately follow.

Thank you for your cooperation in this effort.

Donna Patterson, Owner
JP's Auto Repair, Inc.

Amy Bowers

Zoning Complain Form

Telephone (803) 416-9777

All signed complaint forms received in this office will be investigated in accordance with the Unified Development Ordinance and the IPMC. Complaint forms may be made available to the property owner against whom the complaint was filed when requested in writing and after this department determines the original complaint was filed without merits.

Fax (803) 416-9797

Date: _____

Complainant Information	Accused Information
Name: <u>Jane Tanner</u>	Name: <u>J P Auto Repair</u>
Address: <u>704 Whittington Dr</u>	Address: <u>182 Patterson Ln</u>
City: <u>IL</u> State: <u>SC</u> Zip: <u>29707</u>	City: <u>IL</u> State: <u>SC</u> Zip: <u>29707</u>
Phone #: <u>803-547-9597</u>	Phone #: _____
Signature: _____	Type of Violation: <u>business in residential zoning?</u>
<input checked="" type="checkbox"/> I request anonymity regarding this <input checked="" type="checkbox"/> I request an update regarding this	

Any information provided on this document may be subject to the South Carolina Freedom of Information Act and may be disclosed to third parties in accordance with applicable law.

FOR OFFICE USE ONLY	
<input checked="" type="checkbox"/> Founded	<input type="checkbox"/> Unfounded
Tax Map Number: <u>0005-00-091.01</u>	Zoning district: <u>MX</u>
Code Section being violated: _____	
Inspection Date: _____	
1 st Contact: <u>9/7/18</u>	2 nd Contact: _____
Violation Letter: _____	
BZA Request: _____	
Ticket Issued: _____	
Conclusion: <u>will email Mark Bing all information to have business comply w/ ordinance</u>	
Zoning Official: <u>Amy Bowers</u>	Date: <u>9-7-18</u>

Received 9/5/2018

Proud to serve the citizens of Lancaster County

7/18 spoke w/ Carrie Catledge on the Assessor's Office and the building is not being taxed as commercial

Only allowed in an MX district as a Conditional use: will have to apply in Planning to go to Planning Commission

NOTICE OF VIOLATION

DATE 9/7/18

TO: LANCASTER COUNTY PROPERTY OWNER/RESIDENT
FROM: LANCASTER COUNTY ZONING DEPARTMENT

This is to inform you that members of the Zoning Department have been on your property for one of the following reasons:

- ☐ 1. Illegal mobile home placement
 - ☐ 2. New construction without a building permit
 - ☒ 3. Unlicensed vehicles and/or inoperable
 - ☒ 4. Illegal signs
 - ☐ 5. Trash, junk material, etc.
 - ☒ 6. Other 118781/118782
- 118781/118782
- 118781/118782

Name: 118781/118782

Address: 118781/118782

**YOU MUST CONTACT THE ZONING OFFICE WITHIN 5 DAYS
AFTER RECEIPT OF THIS NOTICE. PENALTIES ENFORCED.**

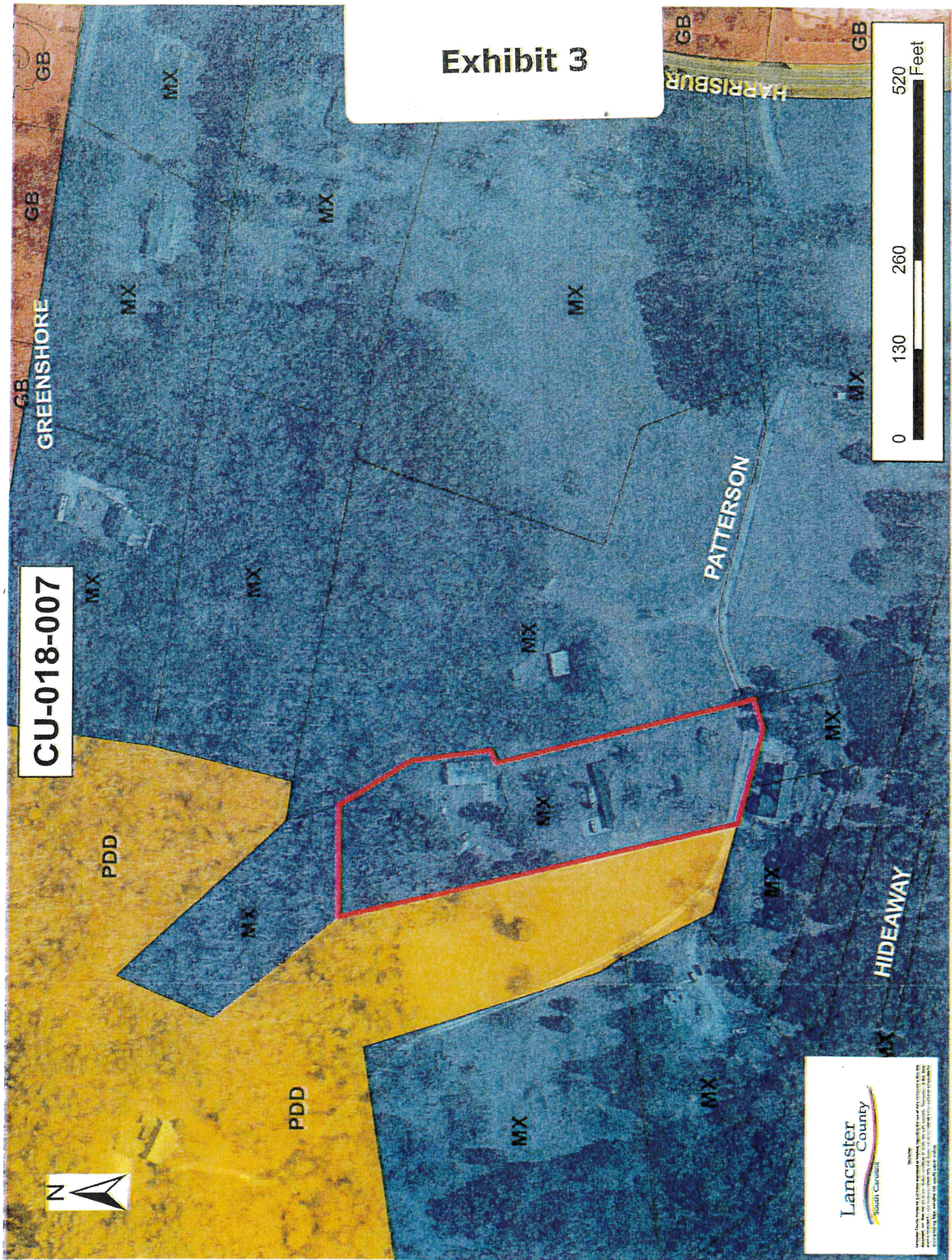
LANCASTER COUNTY ZONING DEPARTMENT
101 NORTH MAIN STREET • LANCASTER, SC 29720

118781/118782
Zoning Officer

TEL. (803) 416-9777

Exhibit 3

CU-018-007



Lancaster County
Solid Ground

Revised: 10/1/2011. This map is for informational purposes only. It is not intended to be used as a legal document. For more information, please contact the Planning Department at 717-397-2200.

B. Parking

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.
2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles. Electric vehicles may be parked in any space designated for public parking, subject to the restrictions that apply to any other vehicle.

C. Equipment: Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle, or wheelchair movement or create safety hazards on sidewalks.

5.8.3 HEAVY EQUIPMENT/MANUFACTURED HOME RENTAL/SALES [RB, LI, HI]

- A. Screening:** A Type A buffer must be maintained at all property lines and along any street frontage, except that a Type C buffer must be maintained where the property abuts Residential uses.
- B. Buffers:** Outdoor display/storage of vehicles shall be set back at least 50 feet from any right-of-way line, unless such display/storage of vehicles excludes any used or pre-owned vehicles, in which case the display/storage of vehicles shall not encroach into the required building setbacks. In addition, outdoor display/storage of vehicles shall not encroach into floodways or stream buffers.

5.8.4 PARKING LOT/STRUCTURE – PRINCIPAL USE [GB, RB, INS, LI, HI, MX, IMX]

Where an above-ground parking structure fronts a street, the ground level, at a minimum, shall be screened in such a way that vehicles are not visible from the streetscape or sidewalk, such as landscaping standards included in Chapter 7.

5.8.5 VEHICLE RENTAL/LEASING/SALES [RUB, GB, RB, MX, IMX]

- A. Outdoor Vehicle Display:** No vehicles displayed for sale or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any public rights-of-way.
- B. Conditional Use Permit Required for Non-Franchised Dealerships:** All such uses that are within 200 feet of a Residential use and are not a manufacturer-franchised dealership must obtain a Conditional Use permit.
- C. Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer in accordance with Section 7.1.5.
- D. In the MX and IMX Districts:**
 1. Vehicle sales are restricted to manufacturer-franchised dealerships only.
 2. In new construction, or renovation to a building which amounts to greater than 50 percent of the building's value, vehicle bays shall not face the street or shall be screened from direct view by landscaping.
 3. Vehicle painting and body and fender repair are specifically prohibited as service/repair functions, except by those establishments also conducting vehicle sales as restricted above.

5.8.6 VEHICLE SERVICES – MINOR MAINTENANCE/REPAIR [NB, GB, RB, LI, HI, MX, IMX]

- A. Outdoor Vehicle Storage:** All outdoor storage of vehicles awaiting work or pick-up shall be screened by a Type C buffer in accordance with Section 7.1.5. No vehicles or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way. No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained.

- B. Vehicle Bays:** Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee (TRC).
- C. Noise:** No noises resulting from the occasional repair or maintenance of a motor vehicle shall be audible at or beyond the property line between 8 PM and 7 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.
- D. Repair Work:** All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.
- E. Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer.
- F. Accessory Structure Location:** Accessory structures such as self-service vacuum cleaners, air pumps, and other self-service structures must be setback 50 feet from any residential use and 25 feet from any right-of-way.
- G. Fueling Islands:** Each drive-up fueling facility permitted under this title shall have off-street driveway stacking space that shall not inhibit or impede access to or from any parking space or drive.
- H. Lighting**
 - 1. Canopy lighting fixtures shall be hidden inside a canopy so as not to be visible from off-site.
 - 2. Freestanding lighting fixtures shall not exceed 15 feet in height if the use adjoins an existing residential district or residential lot. All light fixtures shall be cutoff luminaries that block the light source from off-site view.
- I. Car Wash Allowed as Accessory Use:** A one-bay car wash may be allowed as an accessory use. The car wash shall meet the setbacks for the principal use and not exceed 900 square feet in area. The car wash bay shall not be oriented toward the public right-of-way. Car washes are required to have operational recycled water systems where a minimum of 50 percent of water utilized is recycled.

5.8.7 VEHICLE SERVICES – MAJOR REPAIR/BODY WORK [RUB, GB, RB, LI, HI]

- A. Outdoor Vehicle Storage:** No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained. No vehicles awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way.
- B. Vehicle Bays:** Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee.
- C. Noise:** No noises resulting from the repair, maintenance, or body work of a motor vehicle shall be audible at or beyond the property line between 8 PM and 8 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.
- D. Repair Work:** All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.
- E. Screening:** All boundaries of a property containing such uses that directly adjoin a Single

Exhibit 6

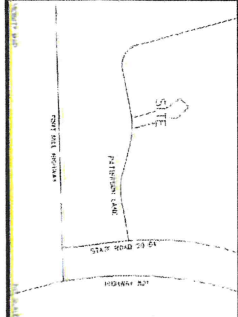
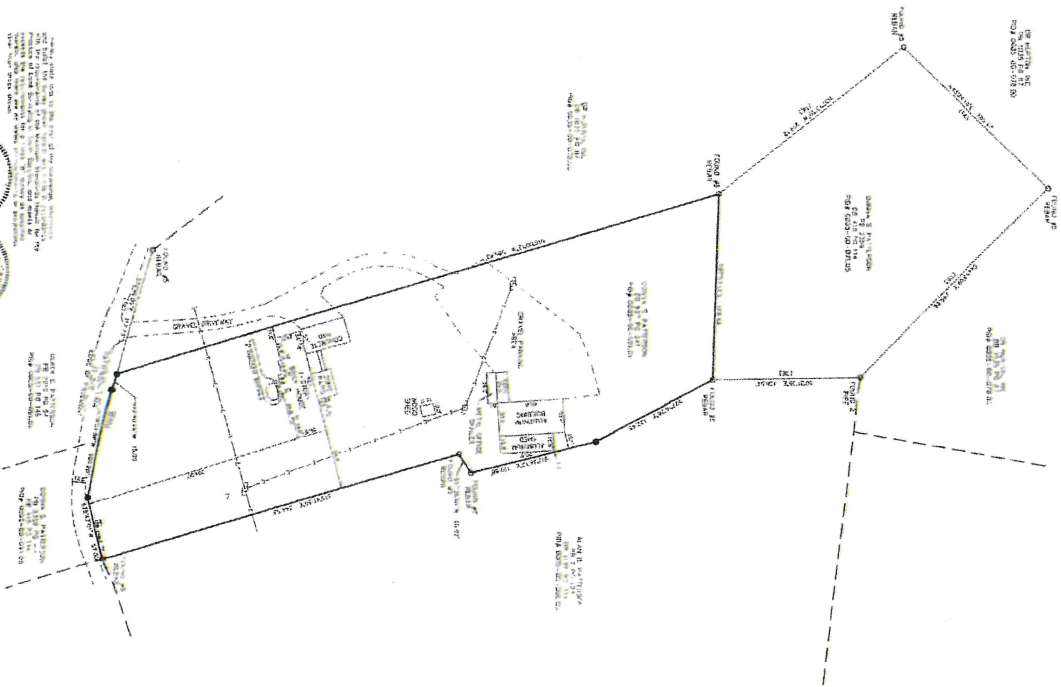
Exhibit 6

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

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

Exhibit 7

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 01-11-2011 BY 60322 UCBAW/SJS/STP
EXEMPT FROM AUTOMATIC DOWNGRADING AND
DECLASSIFICATION SCHEDULED FOR REVIEW
ON 11-11-2018



LEGEND
● BOUNDARY POINTS
○ SURVEY POINTS
— EASEMENT
— FENCE LINE
— EXISTING ROAD
— NEW ROAD

NOTES
1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1908.
2. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION.
3. THE SURVEY WAS MADE BY THE METHOD OF TRIANGULATION.

PHYSICAL SURVEY OF 182 PATTERSON LANE 2.58 ACRES PIDE 00060009101 LOCATED IN INDIAN LAND LANCASTER COUNTY, SC		DONNA PATTERSON	
01-11-2011		1.0	

Agenda Item Summary

Ordinance # 2018-1545 (RZ-018-037)

Contact Person / Sponsor: Andy Rowe

Department: Planning

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

Issue for Consideration:

This is the rezoning application of Danny Burch to rezone \pm 1.001 acres of property from RN, Rural Neighborhood District to MH, Manufactured Home District. The applicant would like to place a manufactured home on the property for a residence.

Points to Consider:

Immediately adjacent properties are all zoned RN, Rural Neighborhood District. There are several manufactured homes located along Taylor Drive, three of which are located within close proximity of the property owner.

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. As stated above, there are several manufactured homes in the vicinity of the property. According to the Municipal Association of South Carolina, "small areas may be rezoned as long as the action is not arbitrary or unreasonable." The surrounding properties in the immediate vicinity contain mobile homes, therefore the request to build a mobile home on the owner's property is considered a "compatible use". In addition, the subject property is located on a very heavily wooded lot with wooded adjacent parcels.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **approve** the rezoning application of Mr. Danny Burch 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 - Click on Planning Department and go to 2018 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1545

COUNTY OF LANCASTER

)

)

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

Tax Map No. 0081F-0C-001.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



Case No. RZ-018-037
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: This is the rezoning application of Danny Burch to rezone \pm 1.001 acres of property from RN, Rural Neighborhood District to MH, Manufactured Home District. The applicant would like to place a manufactured home on the property for a residence.

Property Location: 940 Taylor Drive in Lancaster County, SC (TMS# 0081F-0C-001.00)

Zoning District Classification: RN, Rural Neighborhood District

Voting District: District 5, Steve Harper

Site Information

Site Description: The property is wooded and vacant.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are all zoned RN, Rural Neighborhood District. There are several manufactured homes located along Taylor Drive, three of which are located within close proximity of the property owner.

Exhibits

1. Rezoning Application
2. Location & Zoning Map
3. Tax Inquiry Sheet

Findings and Conclusions

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. As stated above, there are several manufactured homes in the vicinity of the property. According to the Municipal Association of South Carolina, "small areas may be rezoned as long as the action is not arbitrary or unreasonable." The surrounding properties in the immediate vicinity contain mobile homes, therefore the request to build a mobile home on the owner's property is considered a "compatible use". In addition, the subject property is located on a very heavily wooded lot with wooded adjacent parcels.

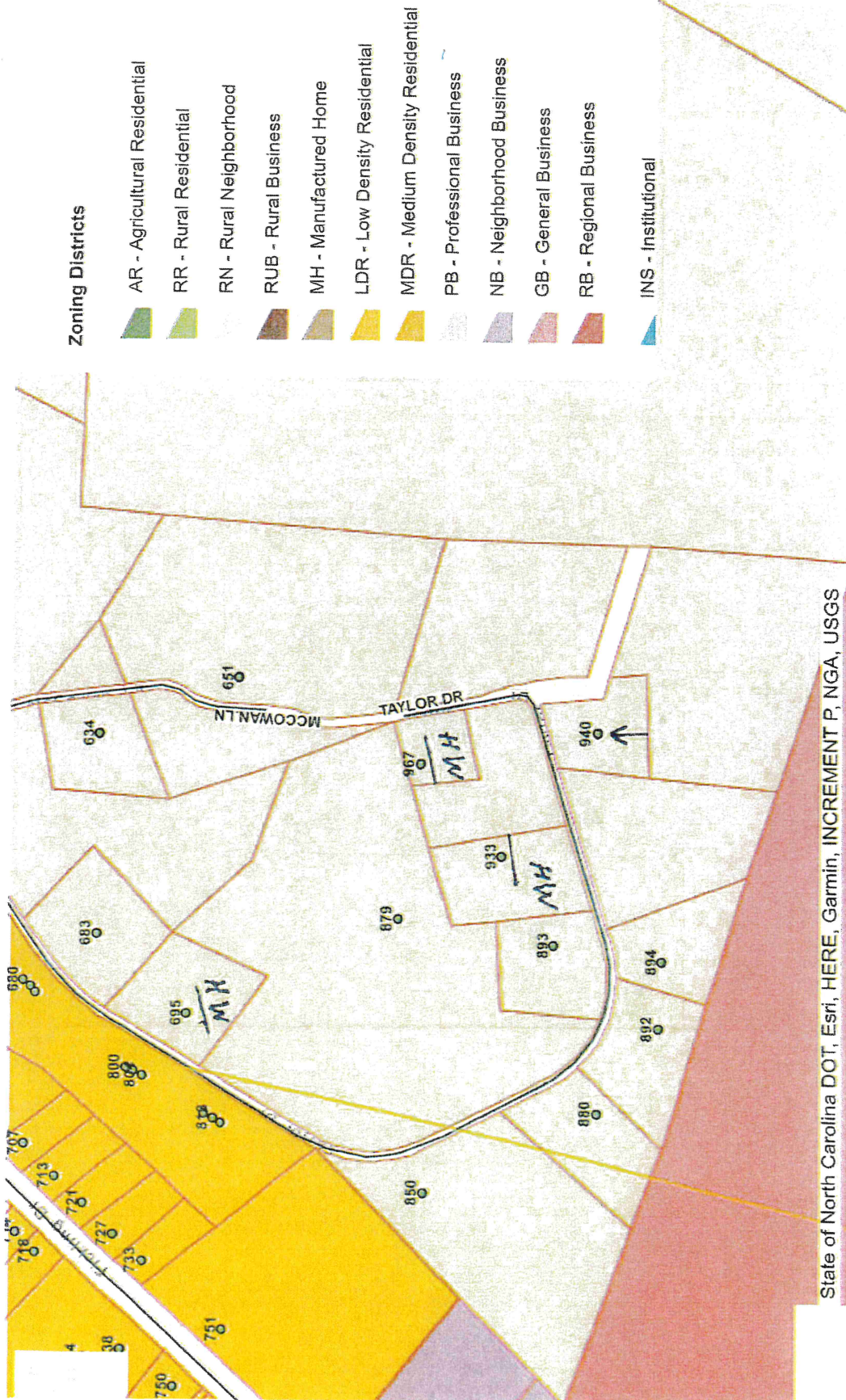
Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request for property located at 940 Taylor Drive be **APPROVED**.

Planning Commission Recommendation

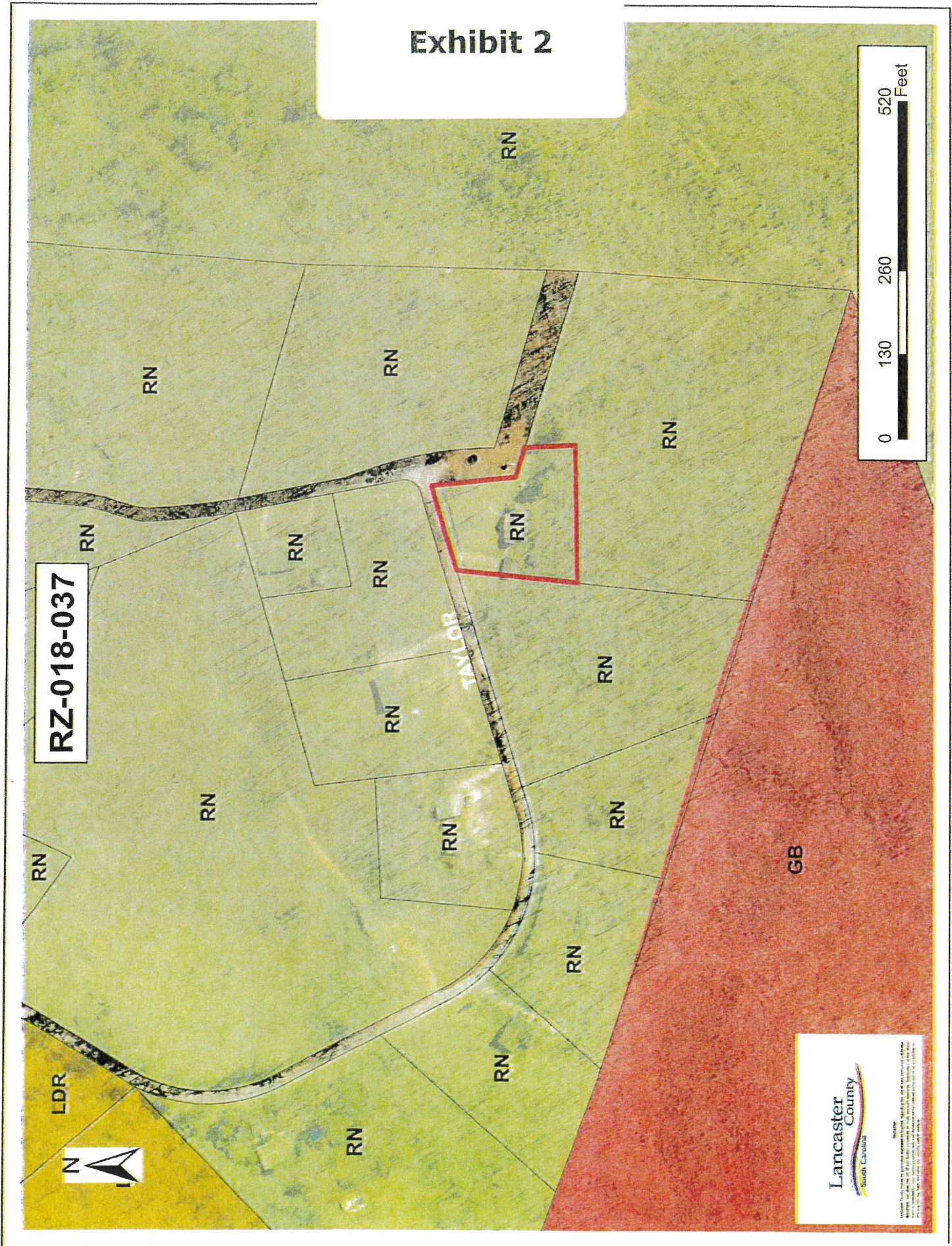
At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Planning Commission voted to **approve** the rezoning application of Danny Burch by a vote of (7-0). No citizens signed up to speak on this rezoning request.

Exhibit 1



Existing Mobil Homes
695 - 933 - 940
my Property 940

Exhibit 2



Lancaster
County
South Carolina

Map prepared by the Planning Department of Lancaster County, South Carolina. The map is for informational purposes only and does not constitute a legal document. The map is subject to change without notice. The map is not to be used for any other purpose without the written consent of the Planning Department.

Agenda Item Summary

Ordinance # 2018-1546 / RZ-018-038

Contact Person: Tina Young

Department: Planning

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

Issue for Consideration:

This is the rezoning application of Surendar Bhandari to rezone a \pm 1.6 acre portion of property from LDR, Low Density Residential District to NB, Neighborhood Business District for a future commercial development. The property is located at 7362 Charlotte Highway, Lancaster, SC 29720 (a portion of TMS# 0016-00-040.00).

Points to Consider:

It is located within the Highway Corridor Overlay and the Carolina Heelsplitter Overlay Districts. Adjacent properties are zoned NB, Neighborhood Business District and LDR, Low Density Residential District. There is also some GB, General Business District and INS, Institutional District in the vicinity.

The facts and findings of this report show that the property is designated as LDR, Low Density Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*. If this rezoning is successful, the applicant will be required to submit a site plan to the TRC (Technical Review Committee). The proposed site plan will be required to provide a Type B buffer yard as explained in section 7.1.5A of the Unified Development Ordinance. The applicant must provide building elevations to satisfy the Highway Corridor Overlay District for building materials, landscaping, sign requirements, and lighting requirements.

Two adjacent parcels were recently rezoned from LDR, Low Density Residential District to NB, Neighborhood Business District. The rezoning of Tax Map 16, Parcel 47.01 was approved by County Council in March of 2017, and is the site of the new Southern Paws veterinary clinic. The rezoning of a portion of Tax Map 16, Parcel 47 was approved by County Council in March of 2018, and is the site of a proposed office building.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request by Surendar Bhandari for the \pm 1.6 acre portion of property located at 7362 Charlotte Highway, Lancaster, SC 29720 be **APPROVED**.

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Surendar Bhandari by a vote of (7-0). At the above referenced meeting, no citizens signed up to speak on this case.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1546

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



Case No. RZ-018-038
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: This is the rezoning application of Surendar Bhandari to rezone a \pm 1.6 acre portion of property from LDR, Low Density Residential District to NB, Neighborhood Business District for a future commercial development.

Property Location: 7362 Charlotte Highway, Lancaster, SC 29720 (TMS# a portion of 0016-00-040.00)

Zoning District Classification: LDR, Low Density Residential District; the subject property is also located within the Highway Corridor Overlay and the Carolina Heelsplitter Overlay Districts

Voting District: District 1, Terry Graham

Site Information

Site Description: There are two existing homes on the property, and the remainder is wooded.

Vicinity Data

Surrounding Conditions: Adjacent properties are zoned NB, Neighborhood Business District and LDR, Low Density Residential District. There is also some GB, General Business District and INS, Institutional District in the vicinity.

Exhibits

1. Location & Zoning Map

Findings and Conclusions

The facts and findings of this report show that the property is designated as LDR, Low Density Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*. If this rezoning is successful, the applicant will be required to submit a site plan to the TRC (Technical Review Committee). The proposed site plan will be required to provide a Type B buffer yard as explained in section 7.1.5A of the Unified Development Ordinance. The applicant must provide building elevations to satisfy the Highway Corridor Overlay District for building materials, landscaping, sign requirements, and lighting requirements.

Two adjacent parcels were recently rezoned from LDR, Low Density Residential District to NB, Neighborhood Business District. The rezoning of Tax Map 16, Parcel 47.01 was approved by County Council in March of 2017, and is the site of the new Southern Paws veterinary clinic. The rezoning of a portion of Tax Map 16, Parcel 47 was approved by County Council in March of 2018, and is the site of a proposed office building.

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

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

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

Considering this property is located adjacent to two parcels that were previously rezoned to Neighborhood Business District, and is in close proximity to other commercial uses, rezoning this ± 1.6 acre portion of property to Neighborhood Business District is acceptable for this area.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Surendar Bhandari for the ± 1.6 acre portion of property located at 7362 Charlotte Highway in the Indian Land section of Lancaster County be **APPROVED**.

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Surendar Bhandari by a vote of (7-0). At the above referenced meeting, no citizens signed up to speak on this case.

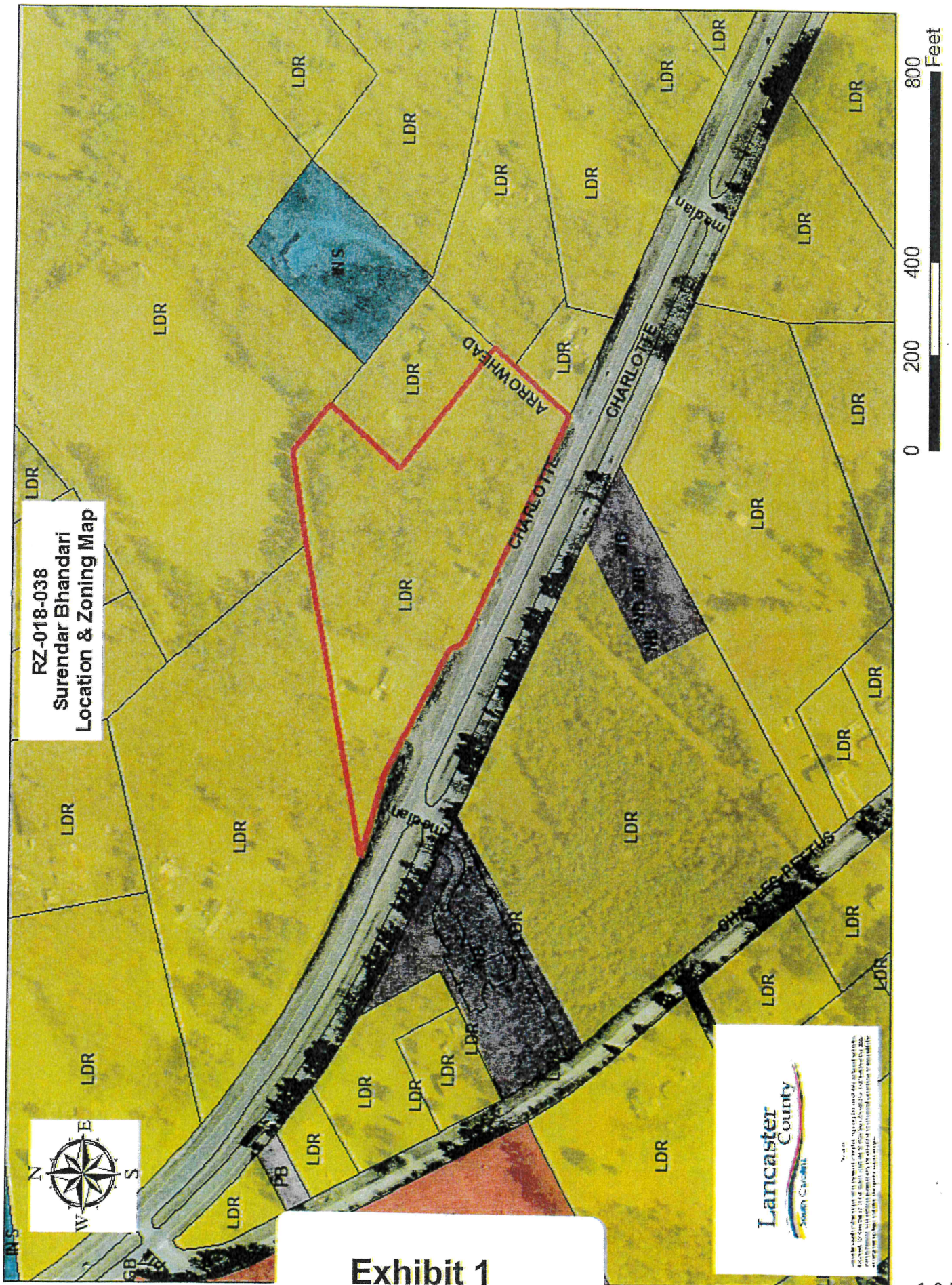


Exhibit 1

Agenda Item Summary

Ordinance # 2018-1547 (RZ-018-039)
Contact Person / Sponsor: Andy Rowe
Department: Planning
Date Requested to be on Agenda: 11/12/18

Issue for Consideration:

Rezoning application of Mt. Nebo Baptist Church to rezone \pm 1.9 acre portion of property from LI, Light Industrial District to INS, Institutional District.

Points to Consider:

Adjacent properties to the north, east, west and south are all zoned LI, Light Industrial District.

The facts and findings of this report show that the property is designated as LI, Light Industrial District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Based on the current zoning, the Institutional District would be complementary to the zoning in this area and would be located adjacent to the Church already zoned institutional. The purpose of this rezoning is to add an additional \pm 1.9 acre portion to the church for future use if needed.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, October 18th, 2018 the Commission voted to **approve** the rezoning application of Mt. Nebo Baptist Church 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 - Click on Planning Department and go to 2018 Agendas.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1547

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

Tax Map No. Portion of 0083-00-008.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



Case No. RZ-018-039
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: Rezoning application of Mt. Nebo Baptist Church to rezone \pm 1.9 acre portion of property from LI, Light Industrial District to INS, Institutional District.

Property Location: 269 Mt. Nebo Road (A Portion of Tax Map 83, Parcel 8.00)

Zoning District Classification: Light Industrial District (LI); Airport Overlay District

Voting District: District 4, Larry Honeycutt

Site Information

Site Description: The property is currently vacant and wooded.

Vicinity Data

Surrounding Conditions:

Adjacent properties to the north, east, west and south are all zoned LI, Light Industrial District.

Exhibits

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

Findings and Conclusions

The facts and findings of this report show that the property is designated as LI, Light Industrial District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Based on the current zoning, the Institutional District would be complementary to the zoning in this area and would be located adjacent to the Church already zoned institutional. The purpose of this rezoning is to add an additional \pm 1.9 acre portion to the church for future use if needed.

Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request by Mt. Nebo Baptist Church for the property located at 269 Mt. Nebo Road be **APPROVED**.

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

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

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

Planning Commission Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Planning Commission voted to **approve** the rezoning application of Danny Burch by a vote of (7-0). No citizens signed up to speak on this rezoning request.

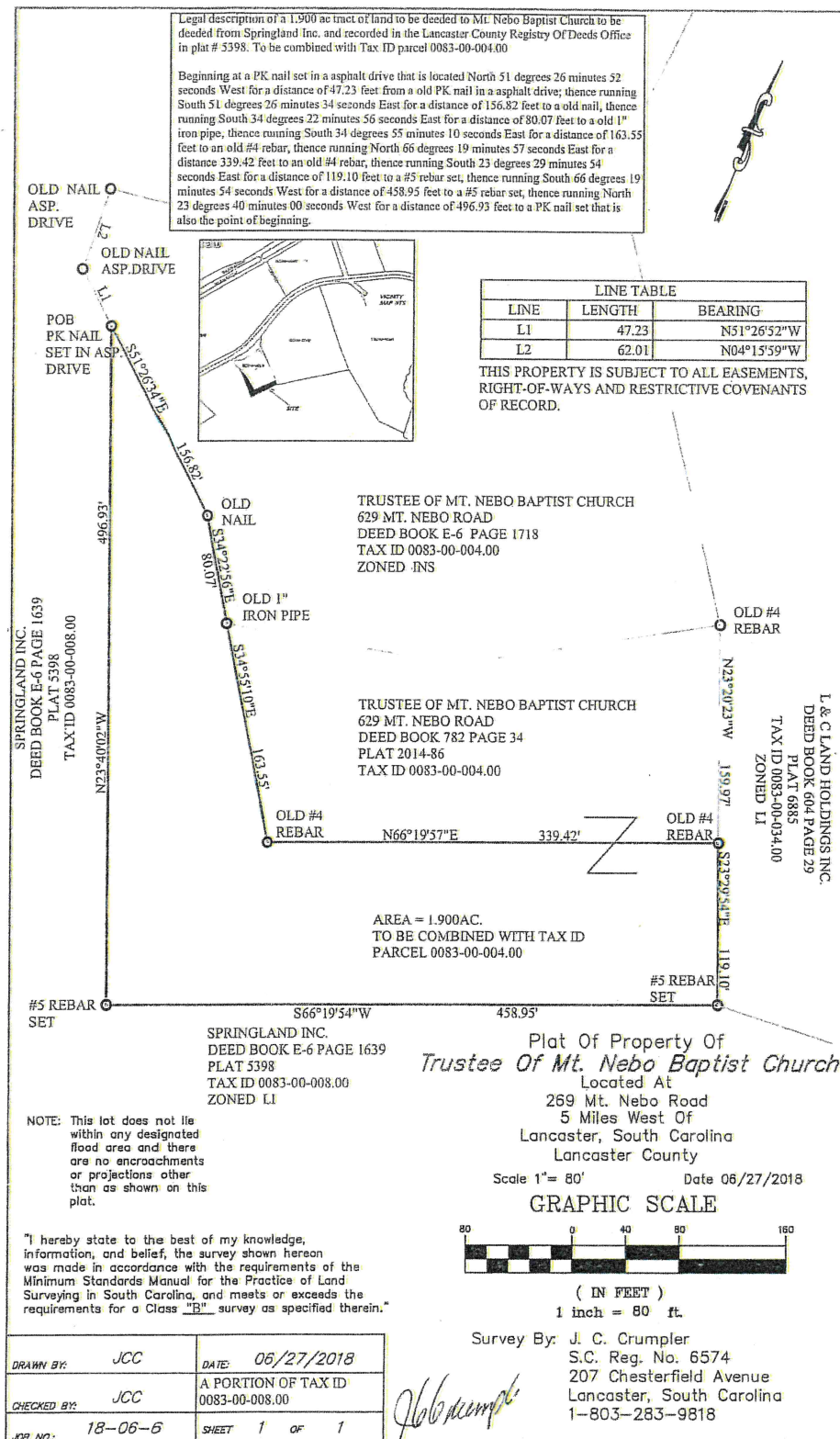


Exhibit 1

RZ-018-039

Location and Zoning Map

Exhibit 2

Lancaster
County
South Carolina

0 290 580 1,160 Feet

Legend

 Subject Property

 Portion to be rezoned

112

Exhibit 3

RZ-018-039

Legend

Aviation Overlay

0 650 1,300 2,600 Feet

Lancaster County
South Carolina

Map Date: 10/2011
Map Scale: 1" = 1,000 Feet
Map Projection: NAD 83 UTM 18N
Map Source: Aerial Photography
Map Author: Lancaster County Planning Department
Map Contact: Planning Department
Map Phone: 803/781-1234
Map Email: planning@lancastercountysc.gov

Agenda Item Summary

Ordinance # 2018-1548 / RZ-018-040

Contact Person: Tina Young

Department: Planning

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

Issue for Consideration:

This is the rezoning application of Mr. Fred Brackett to rezone a ± 0.565 acre portion of property from LDR, Low Density Residential District to PB, Professional Business District. The applicant wishes to rezone the property to the same zoning classification as the adjacent parcel that he owns. The purpose of this rezoning is so that the applicant may combine the ± 0.565 acre portion with his adjacent property, which is currently ± 5.04 acres.

Points to Consider:

The portion of property that is subject to this rezoning is currently vacant. The applicant has purchased this property in order to combine it with his adjacent property (Tax Map 49, Parcel 102). Adjacent properties are zoned PB, Professional Business District, LDR, Low Density Residential District, and INS, Institutional District. There is also some GB, General Business District in the area.

The facts and findings of this report show that the property is designated as LDR, Low Density Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. The Comprehensive Plan defines Transitional as "Suburban single-family/multi-family residential and commercial".

Based on the current zoning, the PB, Professional Business District would be complementary to the area and is adjacent to the applicant's property that is already zoned PB, Professional Business District.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request by Fred Brackett for the ± 0.565 acre portion of property located at 2414 Charlotte Highway, Lancaster, SC 29720 be **APPROVED**.

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Fred Brackett by a vote of (7-0). At the above referenced meeting, no citizens signed up to speak on this case.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1548

COUNTY OF LANCASTER

(

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



Case No. RZ-018-040
Staff Report to Planning Commission
Meeting Date: October 16th, 2018

Proposal: This is the rezoning application of Mr. Fred Brackett to rezone a \pm 0.565 acre portion of property from LDR, Low Density Residential District to PB, Professional Business District. The applicant wishes to rezone the property to the same zoning classification as the adjacent parcel that he owns. The purpose of this rezoning is so that the applicant may combine the \pm 0.565 acre portion with his adjacent property, which is currently \pm 5.04 acres.

Property Location: 2414 Charlotte Highway, Lancaster, SC 29720 (Tax Map 49, Parcel 104.02)

Zoning District Classification: LDR, Low Density Residential District

Voting District: District 1, Terry Graham

Site Information

Site Description: The portion of property that is subject to this rezoning is currently vacant. The applicant has purchased this property in order to combine it with his adjacent property (Tax Map 49, Parcel 102).

Vicinity Data

Surrounding Conditions: Adjacent properties are zoned PB, Professional Business District, LDR, Low Density Residential District, and INS, Institutional District. There is also some GB, General Business District in the area.

Exhibits

1. Location & Zoning Map

Findings and Conclusions

The facts and findings of this report show that the property is designated as LDR, Low Density Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. The Comprehensive Plan defines Transitional as "Suburban single-family/multi-family residential and commercial".

Based on the current zoning, the PB, Professional Business District would be complementary to the area and is adjacent to the applicant's property that is already zoned PB, Professional Business District.

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

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

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

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Fred Brackett for the ± 0.565 acre portion of property located at 2414 Charlotte Highway, Lancaster, SC 29720 be **APPROVED**.

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, October 16th, 2018 the Commission voted to **APPROVE** the rezoning application of Fred Brackett by a vote of (7-0). At the above referenced meeting, no citizens signed up to speak on this case.

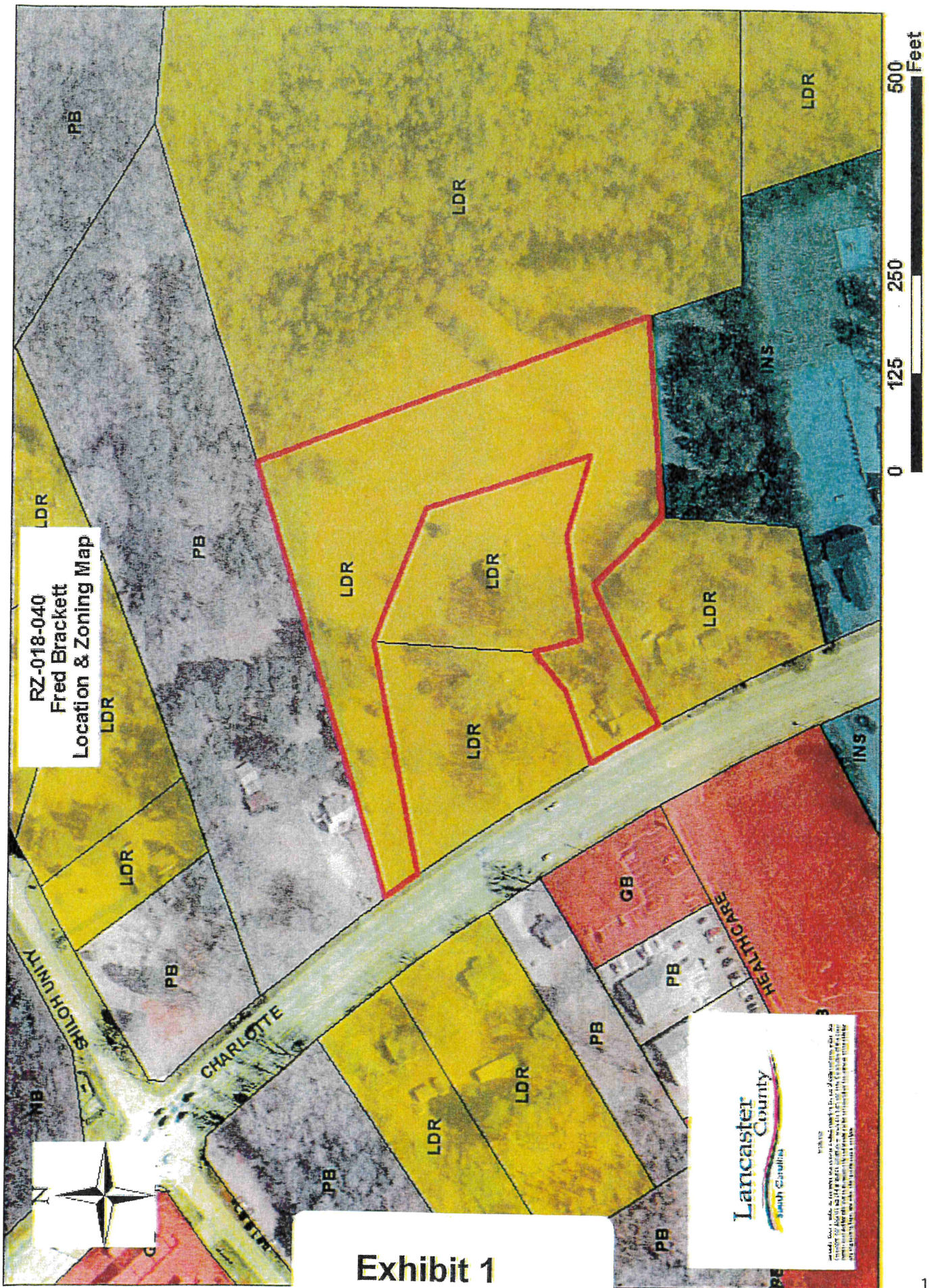


Exhibit 1

Agenda Item Summary

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

Contact Person / Sponsor: Andy Rowe

Department: Planning

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

Issue for Consideration:

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

Points to Consider:

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

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

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

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

The complete staff report can be located on www.mylancastercsc.org - Click on Planning Department and 120 to 2018 Agendas.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1549

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

Tax Map No. 0010-00-030.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



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

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

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

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

Voting District: District 7- Brian Carnes

Site Information

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

Vicinity Data

Surrounding Conditions:

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

Exhibits

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

Findings and Conclusions

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

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

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

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

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

Planning Staff Recommendation

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

Planning Commission Recommendation

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

Exhibit 2

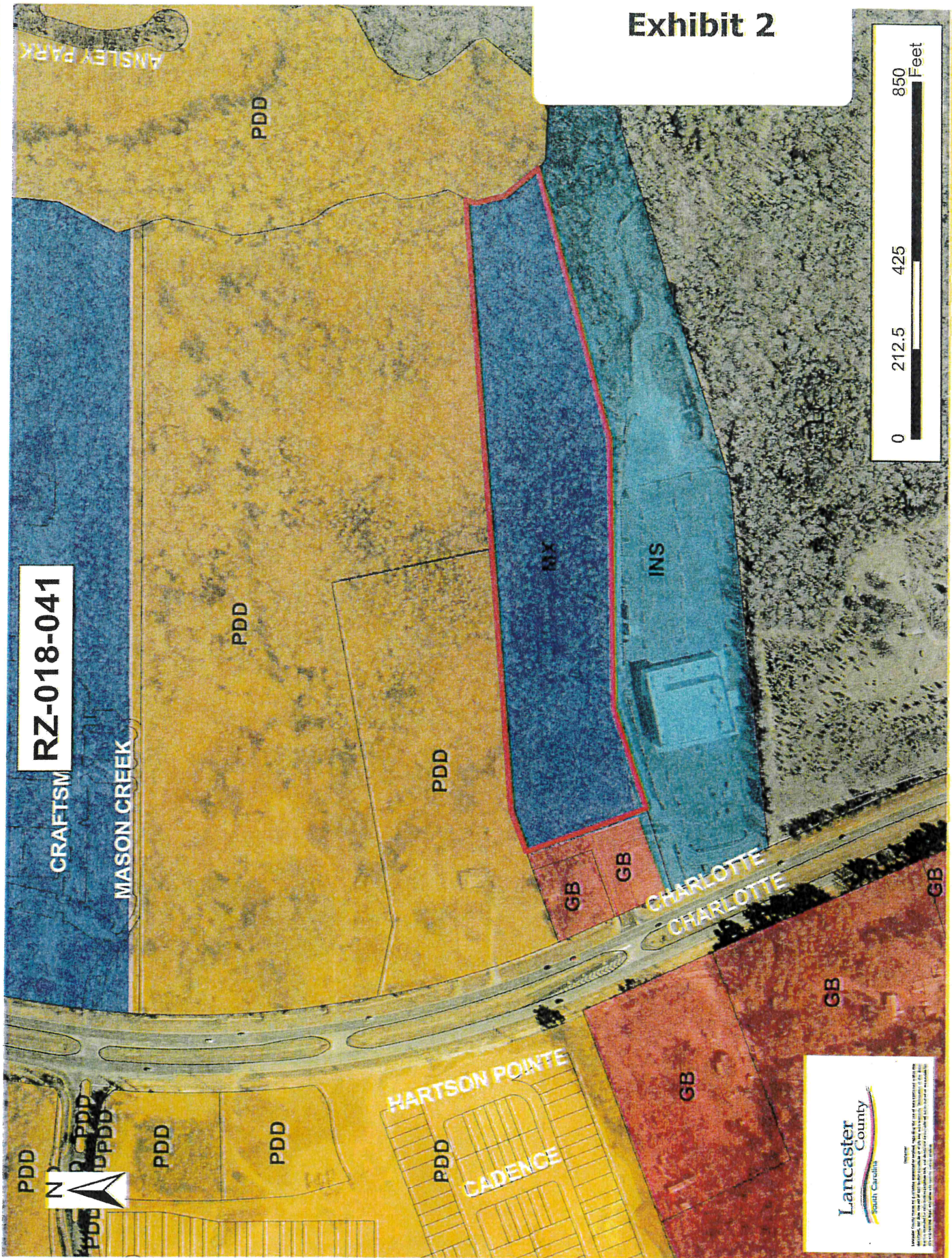


Exhibit 3

RZ-018-041

CRAFTSMAN

MASON CREEK

EDGEHILL

HARTSON POINTE
TIMBER CREEK
CADENCE

CHARLOTTE
CHARLOTTE



Legend



Highway_Corridor_Overlay



Lancaster
County
South Carolina

Map data is derived from the public domain and is not a warranty of accuracy. The map is provided as a reference only. The map is not to be used for any other purpose. The map is not to be used for any other purpose. The map is not to be used for any other purpose.

Exhibit 3

RZ-018-041

Legend

 Carolina_Heelsplitter_Overlay

Carolina_Heelsplitter_Overlay

0 212.5 425 850 Feet



Lancaster County
South Carolina

Agenda Item Summary

Ordinance # 2018-1550 / RZ-018-042

Contact Person: Penelope Karagounis

Department: Planning

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

Issue for Consideration:

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

Points to Consider:

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

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

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

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request for these two properties be **APPROVED**.

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

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1550

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 12, 2018	
Second Reading:	November 26, 2018	(Tentative)
Third Reading:	December 10, 2018	(Tentative)

Approved as to form:

County Attorney

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

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

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



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

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

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

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

Voting District: District 7, Brian Carnes

Site Information

Site Description:

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

Vicinity Data

Surrounding Conditions:

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

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

Exhibits

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

Findings and Conclusions

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

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

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

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

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

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

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

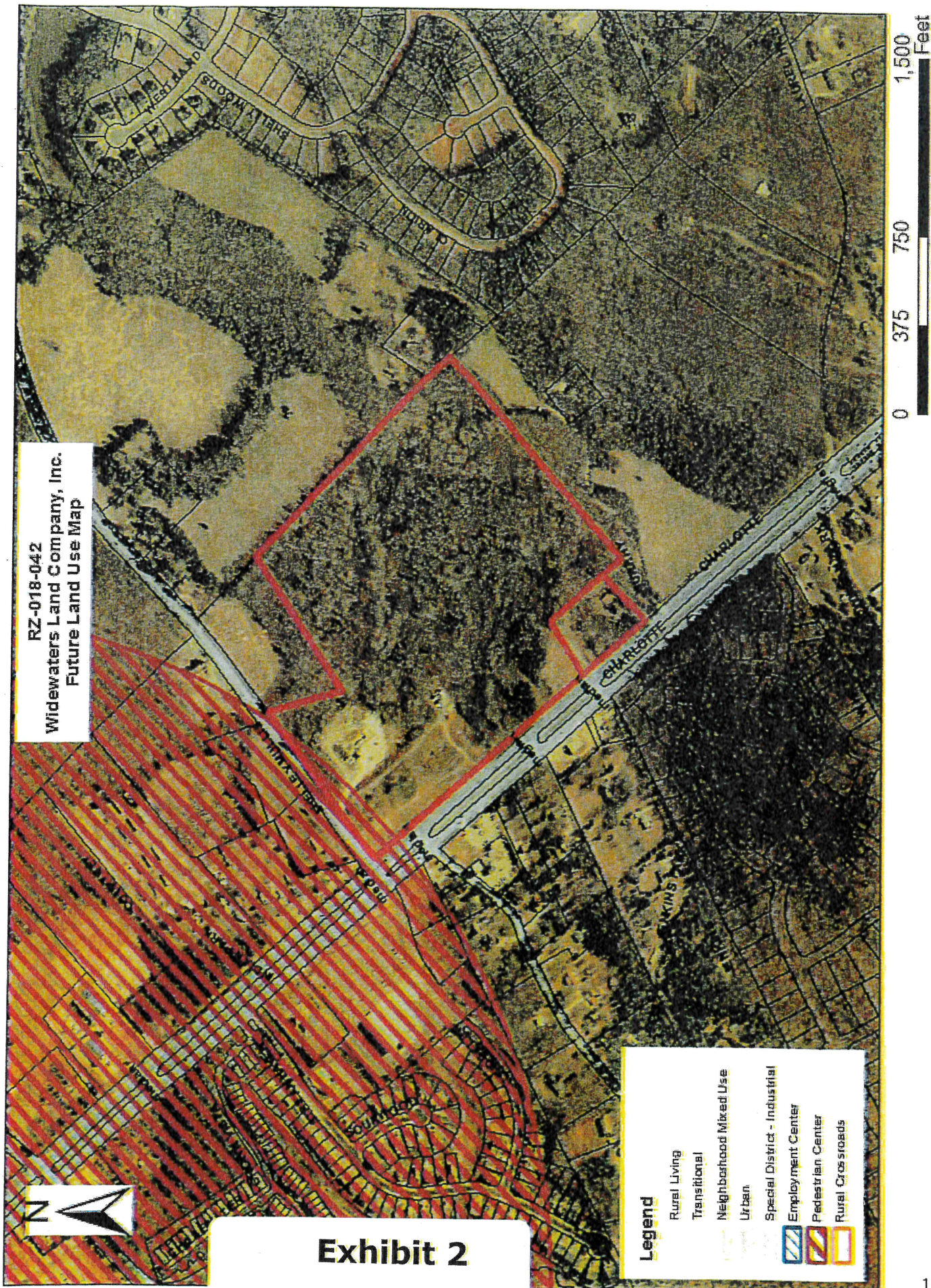
According to Chapter Two of the Lancaster County Unified Development Ordinance, the definition of the Regional Business District is: "The Regional Business District is generally located on major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail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

Planning Staff Recommendation

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

Planning Commission Meeting Recommendation

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



Agenda Item Summary

Ordinance: – 2018-1551

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Agenda: November 12, 2018

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

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

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

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

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

LANCASTER COUNTY PLANNING COMMISSION

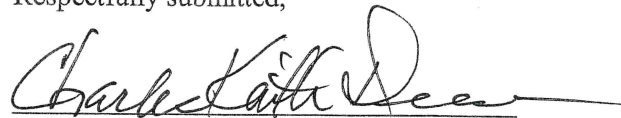
REPORT TO COUNTY COUNCIL

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

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

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

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1551

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

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

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

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

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

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

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

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

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

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

Approved as to form:

County Attorney

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Exhibit A to Ordinance No. 2018-1551

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

By and Among

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

See attached.

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RECORD AND RETURN TO:

(Space above this line for recording use)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(14) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

/Reserved./

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

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

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

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

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

/Reserved./

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

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

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

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

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

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

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

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

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

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

With Copy to (which shall not constitute notice):

 Michael W. Tighe, Esquire
 Callison Tighe & Robinson, LLC

1812 Lincoln Street, Suite 200
Columbia, SC 29201

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

With Copy to (which shall not constitute notice):

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

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

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

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

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

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

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

/Exhibit A
Property

Carrouth Tract

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

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

Tax Map Number 0006-00-003.00

Pulte Tract

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

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

Tax Map Number 0006-00-001.01

Pearce Tract

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

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

Tax Map Number 0006-00-003.02/

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

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

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

/Reserved./

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

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

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

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

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

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

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

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

/Density and Acreage Information

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

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

/Exhibit C
Development Schedule

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

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

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

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

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

/Exhibit E
Laws and Land Development Regulations

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

INSERT NEW EXHIBIT F.

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

/Exhibit G
Carolina Thread Trail Easement Agreement

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____ (SEAL)

Name: _____

Witness

Its: _____

STATE OF _____)

COUNTY OF _____)

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

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

[Stamp/Seal]

Notary Public

Name of Notary: _____

My Commission Expires: _____

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

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness

By: _____ (SEAL)
Steve Willis, County Administrator

Witness

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

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

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

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

[Stamp/Seal]

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

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey/

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

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

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

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

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

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

SIGNATURES ON THE FOLLOWING PAGES.

WITNESSES:

STKR Bretagne, LLC,
a South Carolina limited liability company

BY: _____

ITS:

DATE: _____, 2018

STATE OF _____)

_____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this

____ day of _____, 2018.

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

SIGNATURE OF THE CARROUTH TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE CARROUTH TRACT

BY:

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

DATE: _____, 2018

STATE OF _____)
COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

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

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

SIGNATURE OF THE PULTE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PULTE TRACT:

Pulte Home Company, LLC,
a Michigan limited liability company

BY: _____

ITS:

DATE: _____, 2018

STATE OF _____)

)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

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

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

SIGNATURE OF THE PEARCE TRACT OWNER ON THE NEXT PAGE

WITNESSES:

OWNER OF THE PEARCE TRACT:

BY:

Robert E. Pearce

ITS:

DATE: _____, 2018

BY:

Susan J. Pearce

DATE: _____, 2018

STATE OF _____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

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

Notary Public Signs AS NOTARY

Notary Public for the State of _____

My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY OF LANCASTER,
SOUTH CAROLINA

BY: _____

Steve Willis

ITS: County Administrator

DATE: _____, 2018

STATE OF SOUTH CAROLINA)

)

PROBATE

COUNTY OF LANCASTER)

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

First Witness Signs Again Here

Seal

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

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit A
Property Description

Bretagne

Exhibit A
Property

Carrouth Tract

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

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

Tax Map Number 0006-00-003.00

Pulte Tract

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

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

Tax Map Number 0006-00-001.01

Pearce Tract

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

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

Tax Map Number 0006-00-003.02

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Exhibit B
Development Conditions
and
Development Acreage and Information

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

Conditions and Exceptions

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

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

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

Density and Acreage Information

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

Exhibit C
Development Schedule

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

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Exhibit D
Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E

Laws and Land Development Regulations

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

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

Exhibit F
Overall Development Plan

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

Exhibit G
Carolina Thread Trail Easement Agreement

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

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

WITNESSETH:

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

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

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

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

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

Access Easement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

GRANTOR:
[Insert name of Grantor]

Witness

By: _____ (SEAL)

Name: _____

Witness

Its: _____

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

STATE OF _____)
COUNTY OF _____)

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

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

[Stamp/Seal]

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

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

Signed, sealed and delivered
in the presence of:

COUNTY:
Lancaster County, South Carolina

Witness

By: _____ (SEAL)
Steve Willis, County Administrator

Witness

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

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

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

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

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

[Stamp/Seal]

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

EXHIBIT A

Grantor's Property Description

EXHIBIT B

Easement Survey

Agenda Item Summary

Ordinance # 2018-1552

Contact Person / Sponsor: Steve Willis

Department: Finance

Date Requested to be on Agenda: Regular Council Agenda 11/12

Issue for Consideration:

Amending the Fiscal Year 2018-2019 Budget

Points to Consider:

Below are the proposed amendments:

Item	Budget	Notes
School Resource Officers	Personnel: \$351,590 Equipment: \$61,455	The school district added funding for the additional officers, but we were unaware during our budget of their final decision, therefore personnel and vehicle costs will be added but off-set by their reimbursement; Council agreed to fund equipment for these positions at the August 27, 2018 meeting from fund balance.
Barnette Renovations	\$1,000,000	Need to replace roof immediately (possible insurance reimbursement); in addition there are some HVAC issues and funding is needed to begin designing and renovating to get DHEC into the building; this will be a multi-year, multi-phase project.
Evolve Software	\$110,000	All growth management departments will be using and we will be adding additional features to help with efficiency and tracking
Audio and video upgrade for Chambers	\$26,800	Issues with the sound system during meetings have increased since the budget passed; creates a liability if staff cannot record.
Stormwater Vehicle for proposed staff	\$35,000	Stormwater fund reserves will help cover the one-time cost of a vehicle for proposed additional staff. The staffing costs will be covered via budgetary transfer and is covered in a resolution.

Funding and Liability Factors:

This will amend the current budget

Council Options:

Whether or not to amend the FY2018-2019 budget.

Recommendation:

Approve.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2018-1552

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

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

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

Section 1. Appropriations; Detailed Budget.

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

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

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

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

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

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	Discussion on November 12, 2018 for action on November 26, 2018

Issue for Consideration:

Adoption of the 2019 Lancaster County Calendar.

Points to Consider:

This is an annual process as state law requires we adopt and publish a calendar.

There are no significant changes but we do have a request to bring before Council for consideration. We have been asked to consider adding Veteran's Day as an official County Holiday.

Attached is a report from SCAC regarding County Holidays. Currently 33 of the 46 counties, or 72%, observe Veterans Day. If we add this holiday this would move us from 11 holidays per year to 12 holidays per year. Of the 46 counties the number of holidays ranges from a low of 10 (3 counties) to a high of 15 (1 county). The majority observe 12 holidays (14 counties) or 13 holidays (14 counties). The mode is 12 holidays.

A change would certainly not place us in a position of granting more holidays than average but would bring us up to the average in South Carolina.

This would bring us in line with the state holidays with the exception of Confederate Memorial Day. There is no request to consider such.

Funding and Liability Factors:

N/A

Council Options:

Approve or reject the addition of Veterans Day as a County Holiday.

Staff Recommendation:

Add Veterans Day.

Committee Recommendation:

N/A

Holidays Observed By Counties in FY 2012 ¹										
County	MLK Day	Pres. Day	Good Fri.	Confed. Mem. Day	Vet's Day	Day After Thanksgiving	Christmas Eve	Day After Christmas	Other	Total ¹
Abbeville	x		x		x	x	x	x		12
Aiken	x		x			x	x	x		11
Allendale	x	x	x	x	x	x	x	x		14
Anderson	x	x		x		x	x	x	Any day proclaimed by Governor	13
Bamberg	x		x			x	x	x	2 personal days	13
Barnwell	x	x	x			x	x	x		12
Beaufort	x				x	x	x		General Election Day	10
Berkeley	x		x		x	x	x	x	1 more day at Christmas per council vote	12
Calhoun	x	x			x	x		x		11
Charleston	x	x			x	x	x	x	1 Personal Day	13
Cherokee	x	x		x	x	x	x			12
Chester	x				x	x	x	x	Easter Monday, Election Day, Personal Day	14
Chesterfield	x	x			x	x	x		Easter Monday, 1 e1tra day at Christmas if proclaimed by Governor	12
Clarendon	x	x	x		x	x	x	x		13
Colleton	x	x		x	x	x		x	Christmas Eve if proclaimed by Governor	12
Darlington	x		x			x	x	x		11
Dillon*	x	x	x	x	x	x	x	x	General Election Day	15
Dorchester	x	x		x	x	x	x	x		13
Edgefield	x		x		x	x	x	x	1 Personal Day	13
Fairfield	x		x			x	x	x		11
Florence	x		x			x	x		1 e1tra day at Christmas if proclaimed by Governor	10
Georgetown	x	x	x		x	x	x	x		13
Greenville	x		x			x		x	1 Floating	11
Greenwood*	x	x	x			x		x	Employee's Birthday	12
Hampton	x	x	x		x	x	x	x	General Election Day	14
Horry	x		x		x	x	x	x		12
Jasper	x	x			x	x	x	x		12
Kershaw	x	x	x		x	x		x		12
Lancaster	x					x	x	x	Easter Monday	11

County	MLK Day	Pres. Day	Good Fri.	Confed. Mem. Day	Vet's Day	Day After Thanksgiving	Christmas Eve	Day After Christmas	Other	Total ¹
Laurens	x		x			x	x	x		11
Lee	x	x	x		x	x		x	Election Day	13
Lexington	x	x		x	x	x	x	x		13
Marion	x		x		x	x	x		1 Floating	12
Marlboro	x		x		x	x	x	x	General Election Day	13
McCormick	x	x	x		x	x	x	x		14
Newberry	x	x	x			x		x	Any proclaimed by Governor	11
Oconee	x	x		x	x	x		x		12
Orangeburg	x	x	x		x	x	x			12
Pickens	x	x	x			x	x			11
Richland	x	x			x	x	x			11
Saluda	x	x	x		x	x	x	x		13
Spartanburg	x				x	x	x	x	1 Floating	12
Sumter	x	x	x		x	x	x	x	Employee's Birthday	13
Union	x	x	x		x	x	x	x		13
Williamsburg*	x	x	x		x	x	x	x		13
York	x					x		x	1 Floating	10
Summary	46	28	30	8	33	46	37	38	Average =	12.19565217
	100%	61%	65%	17%	72%	100%	80%	83%	Mode =	12

¹ Holidays listed are in addition to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. These six standard holidays are included in the "Total" Column. Holidays contingent on annual proclamation by SC Governor are not included in totals.

*Dillon, Greenwood and Williamsburg Counties did not participate in the FY 2012 Wage and Salary Survey; data is from FY 2011 survey.

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

County Council meets the second and fourth Monday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:00 p.m. ***Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.**

changed to the 3rd Monday of the month*

January	Monday	January 14, 2019	August	Monday	August 12, 2019
	Monday	January 28, 2019		Monday	August 26, 2019
February	Monday	February 11, 2019	September	Monday	September 09, 2019
	Monday	February 25, 2019		Monday	September 23, 2019
March	Monday	March 11, 2019	October	Monday	October 14, 2019
	Monday	March 25, 2019			*Columbus Day
April	Monday	April 08, 2019		Monday	October 28, 2019
	Monday	April 22, 2019	November	Monday	November 12, 2019
May	Monday	May 13, 2019			*Changed due to
	Tuesday	May 28, 2019*changed			Veterans Day
		due to Memorial Day*		Monday	November 25, 2019
June	Monday	June 10, 2019	December	Monday	December 09, 2019
	Monday	June 24, 2019		December 23, 2019	MEETING
July	Monday	July 15, 2019			CANCELLED (Christmas Holiday)

The Lancaster County Community Relations Commission meets the third Thursday in Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 17, 2019	July	Thursday	July 18, 2019
February	Thursday	February 21, 2019	August	Thursday	August 15, 2019
March	Thursday	March 21, 2019	September	Thursday	September 19, 2019
April	Thursday	April 18, 2019	October	Thursday	October 17, 2019
May	Thursday	May 16, 2019	November	Thursday	November 21, 2019
June	Thursday	June 20, 2019	December	Thursday	December 19, 2019

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 03, 2019	July	Thursday	June 27, 2019
February	Thursday	February 07, 2019	August	Thursday	August 01, 2019
March	Thursday	March 07, 2019	September	Thursday	September 05, 2019
April	Thursday	April 04, 2019	October	Thursday	October 03, 2019
May	Thursday	May 02, 2019	November	Thursday	November 07, 2019
June	Thursday	June 06, 2019	December	Thursday	December 05, 2019

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster Council on Aging Building, 309 S. Plantation Road, Lancaster, South Carolina at 11:45 am.

February	Wednesday	February 13, 2019	October	Wednesday	October 09, 2019
April	Wednesday	April 10, 2019	December	Wednesday	December 11, 2019
June	Wednesday	June 12, 2019	Location for the December 11 th meeting only will be at the Lancaster Bowling Center.		
August	Wednesday	August 14, 2019			

The Lancaster County Historical Commission meets the second Tuesday at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.

January	Tuesday	January 08, 2019	July	Tuesday	July 09, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 08, 2019
May	Tuesday	May 14, 2019	November	Tuesday	November 12, 2019
June	Tuesday	June 11, 2019	December	Tuesday	NO MEETING SCHEDULED

The Indian Land Fire Protection District Commission meets the 3rd Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.

January	Wednesday	January 16, 2019	July	Wednesday	July 17, 2019
February	Wednesday	February 20, 2019	August	Wednesday	August 21, 2019
March	Wednesday	March 20, 2019	September	Wednesday	September 18, 2019
April	Wednesday	April 17, 2019	October	Wednesday	October 16, 2019
May	Wednesday	May 15, 2019	November	Wednesday	November 20, 2019
June	Wednesday	June 19, 2019	December	Wednesday	December 18, 2019

The Lancaster County Library Board meets the last Tuesday of the each month at 6:30 pm. The location of the meetings can be held at the Del Webb Library, Lancaster Library or the Kershaw Library. The location will be on the agenda of the each meeting.

January	Tuesday	January 29, 2019	July	Tuesday	July 30, 2019
February	Tuesday	February 26, 2019	August	Tuesday	August 27, 2019
March	Tuesday	March 26, 2019	September	Tuesday	September 24, 2019
April	Tuesday	April 30, 2019	October	Tuesday	October 29, 2019
May	Tuesday	May 28, 2019	November	Tuesday	November 26, 2019
June	Tuesday	June 25, 2019			

The Lancaster Planning Commission meets in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:00 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 3, 2019
	Regular Meeting	Tuesday	January 15, 2019
February	Work Session	Thursday	February 7, 2019
	Regular Meeting	Tuesday	February 19, 2019
March	Work Session	Thursday	March 7, 2019
	Regular Meeting	Tuesday	March 19, 2019
April	Work Session	Thursday	April 4, 2019
	Regular Meeting	Tuesday	April 16, 2019
May	Work Session	Thursday	May 2, 2019
	Regular Meeting	Tuesday	May 21, 2019
June	Work Session	Thursday	June 6, 2019
	Regular Meeting	Tuesday	June 18, 2019
July	Work Session	Thursday	July 4 2019 WORK SESSION CANCELLED (HOLIDAY)
	Regular Meeting	Tuesday	July 16, 2019
August	Work Session	Thursday	August 1, 2019
	Regular Meeting	Tuesday	August 20, 2019
September	Work Session	Thursday	September 5, 2019
	Regular Meeting	Tuesday	September 17, 2019
October	Work Session	Thursday	October 3, 2019
	Regular Meeting	Tuesday	October 15, 2019
November	Work Session	Thursday	November 7, 2019
	Regular Meeting	Tuesday	November 19, 2019
December	Work Session	Thursday	December 5, 2019
	Regular Meeting	Thursday	December 17, 2019

The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 pm.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 19, 2019	August	Tuesday	August 20, 2019
March	Tuesday	March 19, 2019	September	Tuesday	September 17, 2019
April	Tuesday	April 16, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 21, 2019	November	Tuesday	November 19, 2019
June	Tuesday	June 18, 2019	December	Tuesday	December 17, 2019

The Lancaster Recreation Advisory Board meets on the second Tuesday in the Springdale Recreation Center, 260 South Plantation Road, Lancaster, South Carolina at 6:30 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 08, 2019	July	NO MEETING SCHEDULED	
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 08, 2019
May	Tuesday	May 14, 2019	November	Tuesday	November 12, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

The Lancaster County Board of Zoning Appeals meets on the 1st Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:00 pm.

January	Tuesday	January 01, 2019	July	Tuesday	July 02, 2019
(CANCELLED)			August	Tuesday	August 06, 2019
February	Tuesday	February 05, 2019	September	Tuesday	September 03, 2019
March	Tuesday	March 05, 2019	October	Tuesday	October 01, 2019
April	Tuesday	April 02, 2019	November	Tuesday	November 05, 2019
May	Tuesday	May 07, 2019	December	Tuesday	December 03, 2019
June	Tuesday	June 04, 2019			

The following Boards or Commissions meet at the call of the Chair:

Lancaster County Airport Commission
 Lancaster County Board of Assessment Appeals
 Lancaster County Construction Board of Appeals
 Lancaster County Fire Code Appeals Board
 Lancaster County Transportation Commission

Council Standing Committees

The Public Safety Committee meets the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 5:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 14, 2019	November	Thursday	November 14, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

***Changed due to Veterans Day**

The Infrastructure and Regulation Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 15, 2019	July	Tuesday	July 16, 2019
February	Tuesday	February 12, 2019	August	Tuesday	August 13, 2019
March	Tuesday	March 12, 2019	September	Tuesday	September 10, 2019
April	Tuesday	April 09, 2019	October	Tuesday	October 15, 2019
May	Tuesday	May 14, 2019	November	Thursday	November 14, 2019
June	Tuesday	June 11, 2019	December	Tuesday	December 10, 2019

***Changed due to Veterans Day**

The Administration Committee meets on the Thursday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times as called by the Chair.

January	Thursday	January 17, 2019	August	Thursday	August 15, 2019
February	Thursday	February 14, 2019	September	Thursday	September 12, 2019
March	Thursday	March 14, 2019	October	Thursday	October 17, 2019
April	Thursday	April 11, 2019	November	Thursday	November 14, 2019
May	Thursday	May 16, 2019	December	Thursday	December 12, 2019
June	Thursday	June 13, 2019			
July	Thursday	July 18, 2019			

HOLIDAY OBSERVANCES FOR THE YEAR 2019

Holiday	Date Observed
New Year's Day	Tuesday, January 1, 2019
Martin Luther King Day	Monday, January 21, 2019
Easter Monday	Monday, April 22, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Thanksgiving Day Day After Thanksgiving	Thursday, November 28, 2019 and Friday, November 29, 2019
Christmas Eve Christmas Day Day after Christmas	Tuesday, December 24, 2019 Wednesday, December 25, 2019 Thursday, December 26, 2019
New Year's Day 2019	Wednesday, January 1, 2020

****There was a request to consider Veterans Day Monday, November 11, 2019****

Project Overview – October 2018

1.) Animal Shelter:

Finalized bid documents were advertised on October 23rd with a four (4) week bid window; bid close date set for November 20th at 2:00 PM. Pre-bid conducted on November 2nd with participation of project architectural firm, McMillan Pazdan Smith (MPS), accordingly. Civil site plan is currently under review by TRC panel and construction drawing sets have been submitted to Building Department for review/permitting. Projected construction completion date is still targeted for late Q4 2019.

2.) Fleet Maintenance Garage:

Called workshop conducted with County Council as well as project architects from POND on October 29th. Presentation covered total project overview, including, but not limited to, planning, funding, feasibility and programming, schematic designs & options, and civil engineering/site work. Decision was made to place project on Committee agendas for I&R and Admin to confirm final recommendations subsequent to full Council resolution vote as it relates to design scope approval and amenable budget levels.

3.) Library System:

Architectural firm, MPS, has commenced Schematic Design phases for both Main and Del Webb branches. Site surveys to be conducted at both Main and Del Webb as required project tasks. Also, hazmat testing to be conducted at Main branch in anticipation of invasive renovations. Concurrently, a relocation opportunity for Kershaw Branch is still being pursued by officials from Town of Kershaw as well as Lancaster County and its Library Board Members. Dialogue has taken place with Wells Fargo Corporate to determine the feasibility of a facility exchange, however, ultimate determination for Wells Fargo location may not be finalized until end of calendar year 2018. It has been expressly stated and accepted that the only way in which the Wells Fargo location can be accepted for this project is through full donation, only—that is, zero project dollars financed for acquisition cost. Any other amount would result in an insurmountable budget discord between the three (3) locations: Main, Del Webb, and Kershaw.

4.) EMS HQ:

Architectural firm, Moseley Architects, is nearing completion of Design Development phase of project. County has signed off on Mechanical/Electrical/Plumbing (“MEP”) and IT/low voltage plans for facility. Final site assessments, including septic system and wraparound drive requirement (per County Fire Marshal), to be included with final project design. Construction documents and bid schedule to follow final cost estimate checkpoint; once bid, project to remain advertised for four (4) weeks. Renovation completion schedule is TBD, to be based on bid response and potential add/deduct bid alternates.

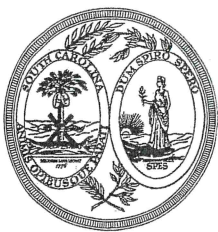
5.) Barnett Medical Building:

Install of new roof system via emergency procurement completed subsequent to hurricane induced water damages at Barnett Medical Building. Following roof installation, a mold remediation hygienist and abatement contractor will be solicited to eradicate mold formations

from moisture accruals due to associated roof complications. Mold hygienist scheduled to be on-site the week of November 12th to conduct twelve (12) tests and formulate mold abatement plan to be carried out by separate contractor. In regards to design phase and building schematics for future occupancy, DHEC officials will be on-site to complete operational assessment walkthroughs on November 13th and November 28th along with County personnel. Once walkthrough assessments completed, state funding allocations to be discussed—allowing for preamble into design consultant solicitation services and subsequent building renovations to occur.

6.) EMS Substation – Old Bailes Rd.

Two (2) competitive design proposals have been secured by County Procurement for design drawings/bridge documents; in addition, two (2) competitive site work proposals have been received from civil engineering firms to diagnose site status and design/manage on-going site work (beyond County Public Works capabilities). County Stormwater Engineer has provided necessary plat images to assist with site design elements, e.g., runoff, erosion control, topography, etc.



State of South Carolina
Office of Comptroller General

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Columbia, South Carolina 29201

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RICHARD ECKSTROM, CPA
COMPTROLLER GENERAL

WILLIAM E. GUNN
CHIEF OF STAFF

October 18, 2018

Mr. Steve Willis
County Administrator
Lancaster County
P. O. Box 1809
Lancaster, South Carolina 29721-1809

Dear Mr. Willis:

The State's Purchasing Card Program has had another good year.

Your County will be receiving a rebate of \$41,065.04 for using State Purchasing Cards (P-cards) as a "payment method" on qualifying purchases that you otherwise would have paid by check in FY 2017-18. In addition to earning rebates, the County benefits from reduced administrative and processing costs by using the cards for authorized purchases.

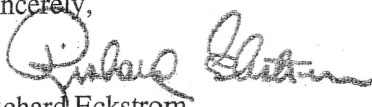
These reduced costs result from decreasing the number of payments you otherwise would be making to individual vendors for numerous small purchases by making a combined monthly payment to Bank of America. Bank of America, in turn, pays the individual vendors each month for purchases appearing on your monthly statements.

As with any financial instrument, it is essential that you maintain strong controls on card use and that you perform regular reviews of your internal controls to safeguard against improper use. These measures will help to ensure that use of your cards complies with applicable procurement laws, regulations, and policies.

Please be aware that rebates you earn as a result of items included in your spending volume that were procured with Federal funds might be subject to crediting the Federal Government either as a cost reduction or cash refund (OMB circular A-87) and that your agency is responsible for appropriately making that determination.

Thank you for participating in this program.

Sincerely,


Richard Eckstrom
Comptroller General

RE/jds

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, November 12, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 13, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Chambers, Administration Building
Tuesday, November 13, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday, November 15, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building
Monday, November 26, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1 st Council meeting (most of the time it is the 2 nd Tuesday)	5:00 p.m.	Public Safety Committee
The Tuesday following the 1 st Council meeting (most of the time it is the 2 nd Tuesday)	3:00 p.m.	Infrastructure and Regulation Committee
The Thursday following the 1 st Council meeting (most of the time it is the 2 nd Thursday)	6:00 p.m.	Administration Committee
1 st Thursday of each month	7:00 p.m.	Fire Commission, Covenant Street EOC Building
1 st Tuesday of each month	6:00 p.m.	Zoning Appeals Board, County Council Chambers
2 nd 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 nd Wed (Jan/March/May/July/Sept/Nov)	11:45 a.m.	Health & Wellness Comm., various locations
2 nd Tuesday	6:00 p.m.	Historical Commission, Historic Courthouse
3 rd Thursday of each month	6:30 p.m.	Community Relations Commission, Marine Corps League Lodge
1 st Thursday of each month	5:00 p.m.	Planning Commission work session, County Council Chambers
3 rd Tuesday of each month	6:00 p.m.	Planning Commission, County Council Chambers