

Lancaster County Council Regular Meeting Agenda

Monday, June 25, 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 Charlene McGriff**
4. **Approval of the Agenda** */deletions and additions of non-substantive matter/*
5. **Special Presentations**
 - a. EMS Special Presentation – Presented by Clay Catoe, EMS Director
 - b. Presentation from Keep South Carolina Beautiful Director, Mallory D. Biering
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 June 11, 2018 County Council regular meeting – *pgs. 6-13*
 - b. **2nd Reading of Ordinance 2018-1516 regarding a Rezoning Application of Lancaster County to Rezone 7 Properties from MX to GB**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A Total Of ± 59.8 Acres Of Property, Located Off Of Charlotte Highway In The Indian Land Section Of Lancaster County From MX, Mixed-Use District To GB, General Business District. – *Planning Commission recommended approval by a vote of 5-1. Passed 7-0 at the June 11, 2018 County Council Meeting. – Penelope Karagounis – pgs. 14-15*
 - c. **2nd Reading of Ordinance 2018-1520 regarding Amending the UDO regarding Floor Space Area**
Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 5.6.3 B.2., Relating To Places Of Assembly, Through The Deletion Of That Particular Subsection. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the June 11, 2018 County Council Meeting. – Penelope Karagounis – pgs. 16-17*

d. **2nd Reading of Ordinance 2018-1521 regarding Amending the UDO regarding Conditional Use Appeal**

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 9.2.16.C.2 – Consideration By County Council. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the June 11, 2018 County Council Meeting. – Penelope Karagounis – pgs. 18-19*

e. **2nd Reading of Ordinance 2018-1522 regarding Rezoning Property Owned by Harper Rentals, LLC**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 2.43 Acre Tract Of Property Owned By Harper Rentals, LLC, Located At 2449 Great Falls Highway In Lancaster County From NB, Neighborhood Business District To MH, Manufactured Home District. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the June 11, 2018 County Council Meeting. – Penelope Karagounis – pgs. 20-21*

8. **Non-Consent Agenda**

a. **Resolution 0999-R2018 regarding Authorization of a Modification to the TAP Grant Through RFATS**

Resolution Title: A Resolution To Authorize The Modification Of A Transportation Alternative Program Grant Through RFATS; To Commit To Funding A Local Grant Match In Cooperation With The Lancaster County School District. – *Tabled at the 4-23-2018 County Council Meeting. – Steve Willis – pgs. 22-24*

b. **Resolution 1003-R2018 regarding Approving a Special Source Revenue Credit Agreement with Project Wine**

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Special Source Revenue Credit Agreement With Project Wine, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Special Source Revenue Credit Agreement; To Provide That This Resolution Is An Inducement Resolution; To State The Commitment Of Lancaster County To Place Project Wine Property In A Multi-County Park. – *(Favorable Recommendation – Administration Committee) – Jamie Gilbert – pgs. 25-30*

c. **Resolution 1004-R2018 regarding Approving a Special Source Revenue Credit Agreement with Project Green Onion**

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into With Project Green Onion A Special Source Revenue Credit Agreement And An Amendment To An Existing Fee Agreement; To Provide The General Terms Of The Special Source Revenue Credit Agreement Including The Provision Of Special Source Revenue Credits; To State The Commitment Of Lancaster County To Consent To The Transfer And Assignment Of The Existing Fee Agreement To Project Green Onion; To Provide That This Resolution Is An Inducement Resolution; To State The Commitment Of Lancaster County To Place Project Green Onion In A Multi-County Park. – *(Favorable Recommendation – Administration Committee) – Jamie Gilbert – pgs. 31-37*

- d. **Resolution 1005-R2018 regarding Consent to Transfer of Amended and Restated Fee Agreement to Project Green Onion**
 Resolution Title: A Resolution To Consent To The Transfer Or Assignment Of The Amended And Restated Fee Agreement Between Lancaster County And AG-APG Edgewater Property Owner, L.L.C. To Project Green Onion Or Its Affiliate Or Designee. – *(Favorable Recommendation – Administration Committee) - Jamie Gilbert – pgs. 38-41*
- e. **Resolution 1006-R2018 regarding Establishment of the Local Option Sales Tax Credit Factor for the 2018 Tax Year**
 Resolution Title: A Resolution Establishing The Local Option Sales Tax Credit Factor For The 2018 Tax Year. – *Steve Willis – pgs. 42-44*
- f. **3rd Reading of Ordinance 2018-1515 regarding the FY 2018-2019 Budget**
 Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019 (FY 2018-19); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2018-19. – *Passed 5-0 at the May 29, 2018 County Council Meeting. Passed 7-0 at the June 11, 2018 County Council Meeting. - Steve Willis/Kim Belk – pgs. 45-59*
- g. **2nd Reading of Ordinance 2018-1517 regarding a Referendum for General Obligation Bonds**
 Ordinance Title: An Ordinance Ordering A Referendum In Lancaster County, South Carolina, To Submit The Question Of Whether Lancaster County, South Carolina, Shall Issue Not Exceeding \$11,000,000 General Obligation Bonds, In One Or More Series; In One Or More Years, Providing For The Form Of Ballot To Be Used; Providing For Notice Of The Referendum; And Providing For All Other Things Necessary To Submit The Aforesaid Question. – *Passed 7-0 at the June 11, 2018 County Council Meeting. - John Weaver – pgs. 60-87*
- h. **2nd Reading of Ordinance 2018-1519 regarding Amending the UDO regarding Solar Farms**
 Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 2.5.3-Use Table–Subsection J.-Infrastructure And Section 5.11.4, Relating To Solar Farms So As To Remove Solar Farms Being A Conditional Use Permitted In Zoning Classifications RR, RN, LI and HI. – *Planning Commission recommended approval by a vote of 6-0. Passed 5-2 at the June 11, 2018 County Council Meeting (Jack Estridge and Steve Harper opposed). – Penelope Karagounis – pgs. 88-99*
- i. **1st Reading of Ordinance 2018-1518 regarding Dissolving the Joint Recreation Commission and Establishing the Lancaster County Recreation Advisory Board**
 Ordinance Title: An Ordinance To Delete In Its Entirety And Remove From The Lancaster County Code Of Ordinances Article II, Joint Recreation Commission, Section 24-21 Through Section 24-31; To Dissolve The Joint Recreation Commission; To Create And Establish The Lancaster County Recreation Advisory Board. – *Steve Willis – pgs. 100-104*

j. **1st Reading of Ordinance 2018-1523 regarding Authorization of First Amendment To Fee Agreement with Project Green Onion**

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To Fee Agreement By And Between Lancaster County And Project Green Onion, Including The Provision Of Special Source Revenue Credits; To Authorize And Approve The Execution And Delivery Of A Special Source Revenue Credit Agreement With Respect To Certain Additional Investment To Be Made By Project Green Onion. – *(Favorable Recommendation – Administration Committee) - Jamie Gilbert – pgs. 105-134*

9. **Discussion and Action Items**

a. Committee Reports

1. I&R Committee – Committee Chair Larry Honeycutt
2. Public Safety Committee – Committee Chair Brian Carnes
3. Administration Committee – Committee Chair Charlene McGriff

b. Nomination for appointment to the Health and Wellness Board for District 7

- Pam Giardiello is moving from an at-large position to the appointee for District 7 – the unexpired term will end on 6/30/2021

10. **Status of Items Tabled, Recommitted, Deferred or Held**

11. **Miscellaneous Reports and Correspondence**

- a. Article in *South Carolina Recreation & Parks Association* magazine: “Reviving History for Lancaster County” – *article submitted by Hal Hiott, Director, Lancaster County Parks and Recreation – pgs. 135-136*

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

13. **Executive Session**

- a. *Personnel Matter: Potential Management Position. SC Code 30-4-70(a)(1)*
- b. *Economic Development Discussions: Project Biscuit and Project Deep Dish. SC Code 30-4-70(a)(5).*

14. Calendar of Events – pg. 137

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, June 11, 2018

Council Members present 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, Budget Analyst Kim Belk, Sheriff Barry Faile, Committee Chair for the Tax Advisory Committee Dean Faile, 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. Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Brian Carnes. Council approved the agenda by unanimous vote of 7-0.

Special Presentations

Chairman Steve Harper and Larry Honeycutt presented the Lancaster High School (LHS) Golf Team and coach with a Proclamation honoring their State AAAA Boys Golf Championship.

Congressman Ralph Norman honored Sheriff Barry Faile with a Congressional Proclamation for being voted the Sheriff of the Year by the South Carolina Sheriff's Association.

Citizens Comments

Linda Faulkner, Indian Land, SC, spoke regarding Ordinance 2018-1512.

James Shute signed up on line to speak at Citizens Comments, but did not come forward to speak when his name was called.

Joe Adams, LHS Golf Team coach, did not come forward to speak when his name was called. He left the Council meeting after the presentation to the Lancaster High School Golf team.

Sherri Gregory, Lancaster, SC, spoke regarding Ordinance 2018-1517.

Angela Tate, Indian Land, SC, spoke regarding Ordinance 2018-1512.

Waylon Wilson, Indian Land, SC, spoke regarding Ordinance 2018-1516.

Mike Neese, Indian Land, SC, spoke regarding the Indian Land Fall Festival and Resolution 1002-R2018.

Consent Agenda

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

- a.** Minutes from the May 29, 2018 County Council regular meeting

b. 3rd Reading of Ordinance 2018-1508 regarding Rezoning Property Owned by Todd Payne

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 1.41 Acre Tract Of Property Owned By Mr. Todd Payne, Located On The Southwest Corner Of Highway 521 And New Hope Road From RR, Rural Residential District To GB, General Business District.

c. 3rd Reading of Ordinance 2018-1509 regarding a Rezoning Application of Lancaster County to Rezone Properties Located at Cedarbrook Lane in Indian Land

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A Total Of ± 2.24 Acres Located At 105, 117, And 133 Cedarbrook Lane From MX, Mixed-Use District To RB, Regional Business District.

d. 3rd Reading of Ordinance 2018-1511 regarding Rezoning Property Owned by Pleasant Dale Baptist Church

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 3.615 Acres Of Property Owned By Pleasant Dale Baptist Church, Located At 133 South Potter Road In Lancaster County From RN, Rural Neighborhood District To INS, Institutional District.

e. 3rd Reading of Ordinance 2018-1513 regarding Amending the UDO regarding Trail Requirements

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Appendix C, R19, Sheet 2, Relating To Trail Detail Schematics And Trail Width Requirements For The Different Trail Types.

f. 3rd Reading of Ordinance 2018-1514 regarding Amending the UDO regarding Setback Requirements for Agriculture Uses

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 5.10.1A, Relating To Minimum Setback Requirements For Farm Animals.

Non-Consent Agenda

Resolution 1001-R2018 regarding Approval of Purchase of Property on Old Bailes Road for Use of a Future EMS Site

Resolution Title: A Resolution To Approve The County's Purchase Of A 1.89 Acre Parcel Of Real Property Located On Old Bailes Road In The Indian Land Section Of Lancaster County For Use In The Future As An EMS Site.

Charlene McGriff moved to approve Resolution 1001-R2018. Seconded by Larry Honeycutt. Council approved Resolution 1001-R2018 by unanimous vote of 7-0.

Resolution 1002-R2018 regarding Approval of Recommendations of the Accommodations Tax Advisory Committee

Resolution Title: A Resolution To Approve The Recommendations Of The Accommodations Tax Advisory Committee Regarding The Distribution And Use Of The Funds Noted Herein.

Brian Carnes moved to approve Resolution 1002-R2018. Seconded by Terry Graham.

Council voted for each recommended funding request individually: (1) Council approved the recommendation of forty thousand dollars (\$40,000.00) to the Indian Land Fall Festival by unanimous vote of 7-0; (2) Council approved the recommendation of twenty thousand four hundred and fifty dollars (\$20,450.00) to the Lancaster County Council of the Arts by unanimous vote of 7-0; (3) Council approved the recommendation of five thousand dollars (\$5,000.00) to the Community Playhouse of Lancaster County Inc. by unanimous vote of 7-0; (4) Council approved the recommendation of five thousand dollars (\$5,000.00) to the Lancaster County Council on Aging, Inc. by a vote of 6-0-1 (Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff and Terry Graham voted in favor of this recommendation and no one opposed and Billy Mosteller recused himself from the vote on this individual recommendation); (5) Council approved the recommendation of three thousand two hundred and fifty-four dollars (\$3,254.00) to The Children's Council by a vote of 6-0-1 (Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Billy Mosteller and Terry Graham voted in favor of this recommendation and no one opposed and Charlene McGriff recused herself from the vote on this individual recommendation).

3rd Reading of Ordinance 2018-1512 regarding Rezoning Property Owned by Linda Faulkner

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 2.54 Acres Of Property Owned By Linda Faulkner, Located At 9843 Calvin Hall Road In The Indian Land Section Of Lancaster County From MDR, Medium Density Residential District To PB, Professional Business District.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2018-1512. Seconded by Charlene McGriff.

Brian Carnes stated that Penelope Karagounis has assured him that the Technical Review Committee will look at buffering when a project comes about due to this rezoning and he asked if Council should look at a text amendment for the Unified Development Ordinance (UDO) regarding buffering. Penelope Karagounis cautioned that a text amendment would affect all areas of the County. Terry Graham asked if a text amendment could be retroactive to this rezoning and Penelope Karagounis stated that this cannot be conditionally zoned. She further noted that if a text amendment is approved before a site plan is approved, then that project has to follow the new text amendment.

Council approved the 3rd Reading of Ordinance 2018-1512 by a vote of 6-1. Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff and Billy Mosteller voted to approve the 3rd Reading of Ordinance 2018-1512 and Terry Graham opposed.

Public Hearing and 2nd Reading of Ordinance 2018-1515 regarding the FY 2018-2019 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2018 And Ending June 30, 2019 (FY 2018-19); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2018-19.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2018-1515. Seconded by Terry Graham.

Larry Honeycutt stated that the budget will become effective on July 1 and contains money for the hiring of a new management employee. He noted that, for simplicity, he would call this new person the I & R Division Director. He further stated that assuming the County can find the right person with excellent academic and professional qualities as well as having a personality that instills pride in the workforce, then Lancaster County will benefit from hiring this person. He moved that the Administrator be authorized to immediately begin the search for this person in the manner that he deems appropriate without having to wait until July 1st. He noted that with there being less than three (3) weeks before the new budget is passed, it would not be necessary to spend any money before then. Seconded by Brian Carnes. Charlene McGriff asked for clarification if this position was the position that has been funded in the budget but not named yet. Steve Willis indicated that this is the same position being discussed. Council approved the motion by unanimous vote of 7-0.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2018-1515. There were 27 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2018-1515. No citizens came forward to comment. Chairman Harper closed the public hearing.

Steve Willis noted for the record that the required legal notices have been met for Ordinance 2018-1515. He further noted that this budget includes the amendment from the 1st Reading.

Council approved the 2nd Reading of Ordinance 2018-1515 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1516 regarding a Rezoning Application of Lancaster County to Rezone 7 Properties from MX to GB

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A Total Of ± 59.8 Acres Of Property, Located Off Of Charlotte Highway In The Indian Land Section Of Lancaster County From MX, Mixed-Use District To GB, General Business District.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1516. Seconded by Jack Estridge. Council approved the 1st Reading of Ordinance 2018-1516 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1517 regarding a Referendum for General Obligation Bonds

Ordinance Title: An Ordinance Ordering A Referendum In Lancaster County, South Carolina, To Submit The Question Of Whether Lancaster County, South Carolina, Shall Issue Not Exceeding \$11,000,000 General Obligation Bonds, In One Or More Series; In One Or More Years, Providing For The Form Of Ballot To Be Used; Providing For Notice Of The Referendum; And Providing For All Other Things Necessary To Submit The Aforesaid Question.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1517. Seconded by Larry Honeycutt.

Terry Graham asked if it is common for a bond to support a non-profit organization and asked if Lancaster County had done that in the past. John Weaver stated that it is legal and Steve Willis indicated that the County has supported non-profit organizations in the past, such as the Carolina Thread Trail. Charlene McGriff stated that there is great need in the County for recreational facilities. Steve Harper asked if there would be more information available to the public regarding these projects and John Weaver indicated that there would be more information available at the 2nd Reading of the Ordinance. Billy Mosteller stated that he supports these projects because they will help children. Steve Harper noted that these recreation projects help with quality of life for citizens and that improving quality of life for citizens is a goal for Council. Larry Honeycutt stated that this plan has something for all areas of the County and that it is a great plan. Brian Carnes stated that, as Council looks forward, the seniors in Indian Land need to be accommodated and hopefully they can have additional space they can still utilize at the recreation center. Jack Estridge stated putting the projects before the people in the form of a referendum is a fair way to determine what the citizens of the County want. Terry Graham stated that he agrees with Brian Carnes that seniors need to be included.

Council approved the 1st Reading of Ordinance 2018-1517 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1519 regarding Amending the UDO regarding Solar Farms

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 2.5.3-Use Table-Subsection J.-Infrastructure And Section 5.11.4, Relating To Solar Farms So As To Remove Solar Farms Being A Conditional Use Permitted In Zoning Classifications RR, RN, LI and HI.

Billy Mosteller moved to approve the 1st Reading of Ordinance 2018-1519. Seconded by Brian Carnes.

Penelope Karagounis explained the text amendment. Billy Mosteller spoke in favor of Ordinance 2018-1519 and Larry Honeycutt agreed. Jack Estridge stated that people should be able to use their property however they want to use it. Steve Harper stated that the passage of this Ordinance could have unintended consequences and that the Ordinance needs more consideration. Jack Estridge asked if it would be more reasonable to put a maximum on the number of acres that could be used for a solar farm. He stated that he does not see solar farms creating problems. John Weaver stated that an amendment to the Ordinance could be made at the 2nd Reading of the

Ordinance. Jack Estridge stated that he hated to take away potential income from land owners. Charlene McGriff suggested that Council pass the 1st Reading and then have staff research acreage for a solar farm before the 2nd Reading of the Ordinance. Council discussed solar farms and conditions and standards for solar farms.

Council approved the 1st Reading of Ordinance 2018-1519 by a vote of 5-2. Brian Carnes, Larry Honeycutt, Charlene McGriff, Billy Mosteller and Terry Graham voted in favor of the 1st Reading of Ordinance 2018-1519 and Jack Estridge and Steve Harper opposed.

1st Reading of Ordinance 2018-1520 regarding Amending the UDO regarding Floor Space Area

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 5.6.3 B.2., Relating To Places Of Assembly, Through The Deletion Of That Particular Subsection.

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1520. Seconded by Charlene McGriff. Council approved the 1st Reading of Ordinance 2018-1520 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1521 regarding Amending the UDO regarding Conditional Use Appeal

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Section 9.2.16.C.2 – Consideration By County Council.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1521. Seconded by Terry Graham. Council approved the 1st Reading of Ordinance 2018-1521 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1522 regarding Rezoning Property Owned by Harper Rentals, LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 2.43 Acre Tract Of Property Owned By Harper Rentals, LLC, Located At 2449 Great Falls Highway In Lancaster County From NB, Neighborhood Business District To MH, Manufactured Home District.

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1522. Seconded by Charlene McGriff.

Steve Harper noted for the record that he has nothing to do with Harper Rentals. He further noted that Harper Rentals is Marty Harper.

Council approved the 1st Reading of Ordinance 2018-1522 by unanimous vote of 7-0.

Discussion and Action Items

Nomination for appointment to the Library Board to fill an unexpired term for District 6.

Larry Honeycutt moved to approve the appointment of Angel Vail to the Library Board to fill an unexpired term will that will end on 6/30/2019. Seconded by Billy Mosteller. Council approved the appointment of Angel Vail to the Library Board by unanimous vote of 7-0.

Pending Projects Update.

Steve Willis stated that there will be a two (2) week delay in the Treasurer's Office and the Veterans Affairs Office being able to use the Indian Land Service Center due to delays in getting IT equipment installed. He also noted that if the Council does not have any objections, then he will authorize the County Attorney do conduct due diligence on the Barnett Medical Center building.

Status of items tabled, recommitted, deferred or held

Resolution 0999-R2018 regarding Authorization of a Modification to the TAP Grant Through RFATS

Resolution Title: A Resolution To Authorize The Modification Of A Transportation Alternative Program Grant Through RFATS; To Commit To Funding A Local Grant Match In Cooperation With The Lancaster County School District.

Steve Willis stated that Resolution 0999-R2018 will be requested to be withdrawn at a future Council meeting. He stated that the Rock Hill-Fort Mill Area Transportation Study (RFATS) has come up with additional money for the project and the original Resolution no longer needs to be modified.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Terry Graham. The Council meeting adjourned at approximately 7:15 p.m.

Respectfully Submitted:

Approved by Council, June 25, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1516

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A TOTAL OF ± 59.8 ACRES OF PROPERTY, LOCATED OFF OF CHARLOTTE HIGHWAY IN THE INDIAN LAND SECTION OF LANCASTER COUNTY FROM MX, MIXED-USE DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property located off of Charlotte Highway in the Indian Land section of Lancaster County from MX, Mixed-Use District to GB, General Business District.

(b) On May 15th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-1), 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. 0008-00-0067.00, 0010-00-033.00, 0010-00-035.00, 0010-00-034.00, 0010-00-036.00, 0010-00-037.00, 0010-00-037.04.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2018-1520

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND A SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 5.6.3 B.2., RELATING TO PLACES OF ASSEMBLY, THROUGH THE DELETION OF THAT PARTICULAR SUBSECTION.

WHEREAS, on November 28, 2016, Lancaster County adopted a new complex Unified Development Ordinance (UDO); and

WHEREAS, during the drafting and finalization of that ordinance, it was contemplated that from time to time certain amendments to the UDO text would be necessary for clarification and/or situations that required a revisiting of the UDO so as to provide a more practical application of the regulations involving development standards throughout Lancaster County; and

WHEREAS, the text amendment noted herein has been reviewed and recommended by the Planning Staff and the Planning Commission and, following additional review by County Council, it is the finding of County Council that the recommended amendment is reasonable, necessary and appropriate 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 by the powers granted to the County by the General Assembly of the State, it is ordained that:

Section 1. Title.

The text of the Lancaster County Uniform Development Ordinance shall be amended through the deletion of Subsection 5.6.3 B.2. Henceforth, the numbering of Section 5.6.3 shall include A.1, A.2 and B.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

ORDINANCE NO.: 2018-1521

AN ORDINANCE

TO AMEND A SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE,
SECTION 9.2.16.C.2 – CONSIDERATION BY COUNTY COUNCIL.

WHEREAS, on November 28, 2016, Lancaster County adopted a new complex Unified Development Ordinance (UDO); and

WHEREAS, during the drafting and finalization of that ordinance, it was contemplated that from time to time certain amendments to the UDO text would be necessary for clarification and/or situations that required a revisiting of the UDO so as to provide a more practical application of the regulations involving development standards throughout Lancaster County; and

WHEREAS, the text amendment noted herein has been reviewed and recommended by the Planning Staff and the Planning Commission and, following additional review by County Council, it is the finding of County Council that the recommended amendment is reasonable, necessary and appropriate 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 by the powers granted to the County by the General Assembly of the State, it is ordained that:

Section 1. **Title.**

The text of the Lancaster County Uniform Development Ordinance shall be amended in the following particulars:

Section 9.2.16.C.2. henceforth shall read: Consideration by the County Council: Following receipt of a recommendation of a proposed amendment, the County Council may:

- a. Approve the proposed use.**
- b. Approve the proposed use with restrictions.**
- c. Reject the proposed use.**
- d. Refer the proposed use back to the Planning Commission for further consideration.**

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1522

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 2.43 ACRE TRACT OF PROPERTY OWNED BY HARPER RENTALS, LLC, LOCATED AT 2449 GREAT FALLS HIGHWAY IN LANCASTER COUNTY FROM NB, NEIGHBORHOOD BUSINESS DISTRICT TO MH, MANUFACTURED HOME DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Harper Rentals, LLC applied to rezone ± 2.43 acre tract of property located at 2449 Great Falls Highway from NB, Neighborhood Business District to MH, Manufactured Home District.

(b) On May 15, 2018, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0086O-0A-003.00

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:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0999-R2018
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	June 25, 2018

Issue for Consideration:

Request to withdraw Resolution 0999-R2018.

Points to Consider:

Since RFATS was able to find the additional grant funding (thanks to the efforts of RFATS Chairman Brian Carnes, Planning Director Penelope Karagounis, and David Hooper from RFATS) this Resolution is no longer needed.

Funding and Liability Factors:

No additional county funding is needed.

Council Options:

I request the following motions be made to remove this Resolution from the agenda and to formally note in the Minutes that it has been withdrawn.

MOTION: That Resolution 0999-R2018 be removed from the table for further action.

Presuming this motion passes the following motion would be in order:

MOTION: That Resolution 0999-R2018 be withdrawn from further consideration.

If there is no objection and this passes the Resolution will be formally withdrawn and so noted in the Resolution book.

Staff Recommendation:

Withdraw the Resolution so it will no longer be pending.

Committee Recommendation:

N/A

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0999-R2018

A RESOLUTION

TO AUTHORIZE THE MODIFICATION OF A TRANSPORTATION ALTERNATIVE PROGRAM GRANT THROUGH RFATS; TO COMMIT TO FUNDING A LOCAL GRANT MATCH IN COOPERATION WITH THE LANCASTER COUNTY SCHOOL DISTRICT.

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

Section 1. Findings.

WHEREAS, Lancaster County Council approved Resolution 0995-R2018 related to the fact that sidewalks are needed in the vicinity of Indian Land Middle and High Schools, and

WHEREAS, the South Carolina Department of Transportation advised the data supplied on the prior application was incorrect, and

WHEREAS, the Council of Governments now has the new numbers for the local grant match related to the sidewalk project.

Section 2. Authorization by County Council.

By way of Resolution Number 0999-R2018 the Lancaster County Council hereby authorizes the increase of the local cash match from twenty four thousand one hundred fifty seven dollars (\$24,157) to sixty seven thousand six hundred and eighty dollars (\$67,680) with funding coming from the FY 18-19 Grant Match account.

Section 3. Effective date.

This Resolution is effective upon its adoption.

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



Ordinance # / Resolution#: Resolution # 1003-R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 25, 2018

Issue for Consideration:

Project Wine is a new construction materials manufacturing company looking to establish its operations in the Charlotte Region. The project is expected to invest \$2,810,000 and create 137 new jobs over three years. The wage rates for jobs at the facility will range from \$14/hour to \$30/hour. The project has looked at locations in Lancaster County and other communities in the Carolinas.

The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Wine since April 17 to identify properties in the county that are suitable for the company's manufacturing needs and applicable county/state incentives. Project Wine identified 1312 Camp Creek Road as a viable property for their operation. After several tours of the building, Project Wine negotiated a lease to purchase contract for the property. If county and state incentives can be secured, Project Wine plans on commencing manufacturing operations at the building in August.

LCDED is recommending the following county incentives be provided to Project Wine to facilitate the company locating its manufacturing facility in Lancaster:

- 1) A 20 Year Special Source Revenue Credit (SSRC) on the existing building that would be 43% in Years 1-5, 48% in Years 6-12 and 53% in Years 13-20 to replicate a Fee-In-Lieu-of-Tax (FILOT). The change in the SSRC percentage in years six and thirteen is designed to account for any increases in county millage since a FILOT provides locked in millage rate. Note: The state offers a 5 year property tax abatement against 100% of the county portion of the taxes; however, Lancaster County will not provide this abatement for the project due to the SSRC.
- 2) A 20 Year SSRC on the project's equipment. The SSRC would be 70% annually in years 1-10, 48% annually in years 11-12 and 53% in years 13-20. As with the SSRC for the building, the equipment SSRC is designed to replicate the FILOT. The 70% annual credit in years 1-5 is designed to replicate the SSRC that would be applied to a FILOT for a project with job creation numbers that are similar to Project Wine that locates in the Lancaster area. Note that with new equipment the state 5 year property tax abatement against 100% of the county portion of the taxes can be utilized by Project Wine and is part of the overall tax reduction.

Points to Consider:

- The project will result in a large number of new, quality manufacturing jobs coming to Lancaster.
- The project will occupy an existing building that has been vacant for 2 ½ years.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline the Resolution.

Recommendation:

Favorable recommendation from the Administration Committee. Approve Resolution # 1003-R2018.

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 1003-R2018

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT WINE, AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT WINE PROPERTY IN A MULTI-COUNTY PARK.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, Project Wine, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County in order to construct and install one or more facilities in the County (the "Project"), *provided, that*, approvals of various incentives contemplated for the Project are formalized by the State and/or County; and

WHEREAS, the Project, over a five-year period, is anticipated to result in an investment of at least \$2,810,000 in real and personal property and the creation of at least one hundred thirty-nine (139) new, full-time jobs; and

WHEREAS, the Company has requested that the County enter into a Special Source Revenue Credit Agreement ("SSRC Agreement"), thereby providing SSRCs against FILOT Payments with respect to the Project; and

WHEREAS, the County intends by this resolution to commit itself to (i) enter into an SSRC Agreement with the Company under the MCP Act, (ii) provide for SSRCs against the FILOT Payments to be made by the Company, and (iii) locate the Project in an MCP.

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

1. For purposes of the MCP Act, this resolution is an "Inducement Resolution."
2. The County commits to enter into an SSRC Agreement with the Company for the Project, the terms of which shall be set forth in an agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:
 - a. an Investment Period of five (5) years;
 - b. the Company's commitment to invest at least \$2,810,000 in real and personal property for the Project, not later than the end of the Investment Period (the "Investment Commitment");
 - c. for real property, in each of the first twenty years of the Project, an SSRC equal to the difference between the amount of the FILOT Payment computed as if the real property were subject to *ad valerom* taxes in the then applicable year and the amount of the FILOT Payment if it was computed using a millage rate of 317.6 mills and an assessment ratio of six percent;
 - d. for personal property, in each of the first twenty years of the Project, an SSRC:
 1. in the first ten (10) years of the Project (years one through ten) equal to seventy percent (70%) of the amount of the FILOT Payment, *provided, that*, the Company has employed
 - in year one an average of not less than ten (10) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)),
 - in year two an average of not less than twenty-five (25) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)), and
 - in years three (3) through ten (10) an average of not less than forty (40) new full-time jobs (*i.e.*, each at least thirty (30) hours per week, all with health care benefits and an hourly wage rate not less than sixteen dollars (\$16.00)).
 2. in years eleven (11) and twelve (12) of the Project equal to forty-eight percent (48%) of the amount of the FILOT Payment, and
 3. in years thirteen (13) through twenty (20) of the Project equal to fifty-three percent (53%) of the amount of the FILOT Payment;
 - e. the SSRC provided in items c and d above are not applicable in any year immediately following a year in which the Company has failed to employ an average of at least ten individuals in new full-time jobs (*i.e.*, each at least thirty (30) hours per week and all with health care benefits);

- f. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the SSRCS; and
- g. a requirement for the Company to maintain a membership in the Lancaster County Chamber of Commerce during the term of the SSRCS Agreement.

3. Council shall use its best efforts to include the land on which the Project is located in an MCP, to the extent that the land, or any portion thereof, is not currently included in an MCP. The period of time for inclusion of the land in an MCP shall be not less than the period that the SSRCS Agreement is effective.

4. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the state and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in this Section 4, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

5. Council's commitments and agreements contained in Sections 3 and 4 are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

6. Council shall approve the SSRCS Agreement, and any other agreement or document contemplated by this resolution in accordance with South Carolina law and the rules and procedures of the Council.

7. County Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

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

9. This resolution takes effect upon its adoption.

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



Ordinance # / Resolution#: Resolution 1004-R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 25, 2018

Issue for Consideration:

Project Green Onion is a headquarters facility looking to expand its operations in the Charlotte Region. The project is expected to invest \$40 million and create 117 new jobs over five years. As of January 1, 2018 the company had 182 existing positions that will be relocated to the new facility. The hourly wage rate for the new positions will range from \$23.16-\$75.62. The project has considered locating the new headquarters in Lancaster County and other communities in the region.

Since January 2017, the Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Green Onion to identify properties in the county suitable for the company's new headquarters and county/state incentives that could be made available for the project. Project Green Onion has placed a purchase contract on an existing building in Indian Land that they expect to execute the first week of July provided county and state incentives can be made available for the project.

LCDED is recommending the following county incentives be provided to Project Green Onion in order for the company to locate its new headquarters in Lancaster County:

- 1) Approve the assignment, from seller to buyer, of the existing Fee-In-Lieu-of-Tax (FILOT) agreement on the building that is being purchased. The twenty year FILOT has seven years remaining on it. The FILOT provides a property tax assessment rate of 6% (which is the standard assessment rate for office) and locked in millage rate of 262 mills.
- 2) A ten year extension of the existing FILOT.
- 3) A Special Source Revenue Credit (SSRC) for three years following the existing FILOT expiration that will allow the ad valorem payments to equal those under the existing FILOT.
- 4) A seven year SSRC at 55% annually for all new personal property and building improvements made during the first five years of the project.

Points to Consider:

- The project will result in a long standing and respected financial services firm locating its new headquarters in Lancaster County.
- The project will create a large number of new, high salary positions that are in addition to the company's current employees that will move to the new facility.

- The project will provide 100% occupancy to an existing building in Indian Land that has a current vacancy rate of 27%.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline the Resolution.

Recommendation:

Favorable recommendation from the Administration Committee. Approve Resolution 1004-R2018.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1004-R2018

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO WITH PROJECT GREEN ONION A SPECIAL SOURCE REVENUE CREDIT AGREEMENT AND AN AMENDMENT TO AN EXISTING FEE AGREEMENT; TO PROVIDE THE GENERAL TERMS OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO CONSENT TO THE TRANSFER AND ASSIGNMENT OF THE EXISTING FEE AGREEMENT TO PROJECT GREEN ONION; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT GREEN ONION PROPERTY IN A MULTI-COUNTY PARK.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its Council (the "Council"), is empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into fee agreements with industries in connection with the acquisition, enlargement or improvement of industrial and commercial enterprises within the State of South Carolina (the "State"); and

WHEREAS, the County, acting by and through its Council, is authorized and empowered to establish multicounty parks (an "MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") to further the investment of capital and the creation of jobs in the County; and

WHEREAS, Section 12-44-70 of the Act, Section 4-1-175 of the MCP Act and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended, authorizes the Council to provide special source revenue credits ("SSRCs") that are applied against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the Act and MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding, among other things, (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise; and

WHEREAS, a company known for the time being as "Green Onion", and one or more affiliates (collectively, the "Company"), is considering the acquisition, construction and installation of a project known by the Company as "Project Green Onion" and associated investment, as well as additional facilities and associated investment, all upon property located in the County (collectively, the "Project"), provided that the County enters into certain incentive arrangements with the Company, as set forth herein

WHEREAS, the Project is anticipated to result in an investment of approximately \$40,000,000.00 in real and personal property over five (5) years; and

WHEREAS, in connection with the Project, the Company has requested that the County consent to the assignment to the Company of rights and obligations under an existing Fee Agreement (the “Existing Fee Agreement”) to which the County is party; and

WHEREAS, upon the effectiveness of the assignment, the Company has requested that the County enter into an amendment to the Existing Fee Agreement by and between the Company and the County (the “First Amendment”), which provides, among other things, for an extension of the term of the Existing Fee Agreement by an additional ten (10) years; and

WHEREAS, the Company has requested that the County enter into a Special Source Revenue Credit Agreement (the “SSRC Agreement”), which provides, generally, for SSRCs to be provided to the Company; and

WHEREAS, the County intends by this Resolution to commit itself to (i) provide SSRCs to the Company, (ii) enter into the First Amendment and the SSRC Agreement with the Company, (iii) consent to the assignment of the Existing Fee Agreement to the Company, and (iii) locate the Project in an MCP.

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

1. The adoption of this Resolution is an official action by the Council to identify, reflect and induce the Project under the Act. For purposes of the Act, this Resolution is an “Inducement Resolution.” For purposes of Section 12-44-110 of the Act, and for such other similar statutory provisions, this Resolution constitutes preliminary approval by the County prior to the execution of the First Amendment and the SSRC Agreement.

2. The County commits to enter into an SSRC arrangement with the Company for the Project, the terms of which shall be set forth in an SSRC Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. the Company’s commitment to create new full-time jobs (*i.e.*, at least thirty (30) hours per week), all with health care benefits and an hourly wage rate not less than twenty dollars (\$20.00) (“New Full-Time Jobs”) at the following employment levels and in the designated timeframes, hereinafter referred to as the “Jobs Commitment”:

- (i) to have employed, as measured over the base number of employees of one hundred eighty-two (182) (the “Base Number of Employees”), in New Full-Time Jobs an average of not less than seven (7) during the twelve month period ending December 31, 2019, for a total number of jobs not less than one hundred eighty-nine (189),

- (ii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than twenty-three (23) during the twelve

month period ending December 31, 2020, for a total number of jobs not less than two hundred five (205),

(iii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-two (42) during the twelve month period ending December 31, 2021, for a total number of jobs not less than two hundred twenty-four (224),

(iv) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty (60) during the twelve month period ending December 31, 2022, for a total number of jobs not less than two hundred forty-two (242),

(v) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than eighty-two (82) during the twelve month period ending December 31, 2023, for a total number of jobs not less than two hundred sixty-four (264), and

(vi) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-three (93) during the twelve month period ending December 31, 2024, and each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit, for a total number of jobs not less than two hundred seventy-five (275).

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. The Base Number of Employees shall be based on the number employed in the County as part of the Company's headquarters' operation and shall not include employees at other Company locations.

The hourly wage rate of twenty dollars (\$20.00) contained in the Jobs Commitment shall be adjusted on December 31, 2023, to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years six through ten of the Project. On December 31, 2028, the hourly wage rate shall be adjusted to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years eleven through fifteen of the Project;

- b. SSRCs to be provided to the Company equal to (i) fifty-five percent (55%) of MCP FILOT Payments applicable to investment by the Company in personal property and building renovations made during the first five (5) years of the Project, for a ten-year period from each such year's investment (the "Fifty-Five Percent SSRC"); and (ii) an amount necessary to ensure that MCP FILOT Payments due with respect to the Project are not greater than Three Hundred Fifty-Six Thousand Eight Hundred Forty-Four Dollars (\$356,844.00), for each of the first three (3) years following the year in which the term of the Existing Fee Agreement terminates with respect to the real property constituting the Project;
- c. provisions requiring the Fifty-Five Percent SSRC to be reduced to the extent that the Company fails to meet the total number of jobs set in the Jobs Commitment in

the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year.

- d. provisions requiring the Company to provide documentation to the County Economic Development Director to prove compliance by the Company with the Jobs Commitment and the documentation may include providing completed South Carolina Department of Revenue job tax credit forms, such as form TC-4, and completed South Carolina Department of Employment and Workforce quarterly contribution and wage reports, such as form UCE 120;
- e. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project and for its administrative expenses associated with the annual computation of the SSRCS, subject to maximum amounts to be set forth in the applicable governing documents; and
- f. the Company's commitment to maintain a membership in the Lancaster County Chamber of Commerce for the term of the SSRC Agreement.

3. The County commits to consent to the transfer and assignment of the Existing Fee Agreement to Project Green Onion. The terms of the consent shall be set forth in a resolution of Council in form and manner satisfactory to the County.

4. The County commits to enter into a First Amendment with the Company for the Project, the terms of which shall be set forth in an amendment to the Existing Fee Agreement in form and manner satisfactory to the County and the Company.

5. Council shall use its best efforts to include the land on which the Project is located in an MCP. The period of time for inclusion of the land in an MCP shall be at least for the same period that the First Amendment and SSRC Agreement are effective.

6. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants from the State and utilities for any public infrastructure costs associated with the Project, (ii) assist the Company in applying for state economic development incentives that flow through the County, and (iii) assist the Company in securing job training through the ReadySC program.

(B) As used in Section 5 and in this Section 6, "best efforts" include, without limitation, filing all required and necessary documents and applications relating to the grants or assistance, formally recommending approval of the grants or assistance and making the grants or assistance available at the commencement of the construction of the Project if provided by the granting or assisting entity and giving the Company written evidence of the grants or assistance when approved.

7. Council shall approve the resolution consenting to the assignment of the Existing Fee Agreement, the First Amendment, the SSRC Agreement, and any other agreement or document contemplated by this Resolution in accordance with South Carolina law and the rules and procedures of the Council.

8. The provisions of this Resolution are declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

9. Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

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

11. This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day _____, 2018

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council



Ordinance # / Resolution#: Resolution 1005-R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 25, 2018

Issue for Consideration:

Project Green Onion is a headquarters facility looking to expand its operations in the Charlotte Region. The project is expected to invest \$40 million and create 117 new jobs over five years. As of January 1, 2018 the company had 182 existing positions that will be relocated to the new facility. The hourly wage rate for the new positions will range from \$23.16-\$75.62. The project has considered locating the new headquarters in Lancaster County and other communities in the region.

Since January 2017, the Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Green Onion to identify properties in the county suitable for the company's new headquarters and county/state incentives that could be made available for the project. Project Green Onion has placed a purchase contract on an existing building in Indian Land that they expect to execute the first week of July provided county and state incentives can be made available for the project.

LCDED is recommending the following county incentives be provided to Project Green Onion in order for the company to locate its new headquarters in Lancaster County:

- 1) Approve the assignment, from seller to buyer, of the existing Fee-In-Lieu-of-Tax (FILOT) agreement on the building that is being purchased. The twenty year FILOT has seven years remaining on it. The FILOT provides a property tax assessment rate of 6% (which is the standard assessment rate for office) and locked in millage rate of 262 mills.
- 2) A ten year extension of the existing FILOT.
- 3) A Special Source Revenue Credit (SSRC) for three years following the existing FILOT expiration that will allow the ad valorem payments to equal those under the existing FILOT.
- 4) A seven year SSRC at 55% annually for all new personal property and building improvements made during the first five years of the project.

Points to Consider:

- The project will result in a long standing and respected financial services firm locating its new headquarters in Lancaster County.
- The project will create a large number of new, high salary positions that are in addition to the company's current employees that will move to the new facility.

- The project will provide 100% occupancy to an existing building in Indian Land that has a current vacancy rate of 27%.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline the Resolution.

Recommendation:

Favorable recommendation from the Administration Committee. Approve Resolution 1005-R2018.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1005-R2018

A RESOLUTION

TO CONSENT TO THE TRANSFER OR ASSIGNMENT OF THE AMENDED AND RESTATED FEE AGREEMENT BETWEEN LANCASTER COUNTY AND AG-APG EDGEWATER PROPERTY OWNER, L.L.C. TO PROJECT GREEN ONION OR ITS AFFILIATE OR DESIGNEE.

WHEREAS, Lancaster County, South Carolina (the “County”), and AG-APG Edgewater Property Owner, L.L.C., a Delaware limited liability company (“Assignor”), entered into that certain Amended and Restated Fee Agreement, dated as of August 14, 2017 (the “Fee Agreement”) with regard to that certain real property located in Lancaster County, South Carolina, as more particularly described therein (“Property”); and

WHEREAS, Assignor, as part of the sale of the Property to Project Green Onion or its affiliate or designee (“Assignee”), now desires to transfer or assign its interest in the Fee Agreement to Assignee simultaneously with the closing of the purchase and sale of the Property (the “Assignment”); and

WHEREAS, Assignor and Assignee have requested that the County consent to the Assignment as permitted in Section 8.2 of the Fee Agreement; and

WHEREAS, Council intends by the passage of this resolution to provide its consent to the Assignment of the Fee Agreement from Assignor to Assignee.

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

1. The County consents to the transfer or assignment of all of Assignor’s rights, interests, and obligations under the Fee Agreement to Assignee, to be effective with the closing of the sale of the Property.
2. The validity of the Fee Agreement, and upon the assignment of the Fee Agreement to Assignee, all rights and obligations of the Assignee and the County, as the only parties under the assigned Fee Agreement, are hereby affirmed.
3. This resolution takes effect upon its adoption.

(Signatures appear on the following 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

RESOLUTION NO. 1006-R2018

ESTABLISHING THE LOCAL OPTION SALES TAX CREDIT FACTOR FOR THE 2018 TAX YEAR.

Credit fund estimate	\$4,158,592
Divided by	
Taxable appraised value estimate	\$7,266,909,595.52
Equals	
Tax credit factor for 2018	.000572

This credit estimate to be revised near the end of the fiscal year to adjust for actual credit given to taxpayers.

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

Susan Hunter Wallace, County Auditor

ATTEST:

Sherrie Simpson, Clerk to Council



Office Of
Susan Hunter Wallace
LANCASTER COUNTY AUDITOR
Post Office Box 2016
Lancaster South Carolina 29721
OFFICE: (803) 285-7424 FAX (866-982-5586)

June 12, 2018

To: Steve Willis

From: Susan D. Hunter Wallace, County Auditor

Subject: 2018-2019 Local Option Sales Tax Credit Factor Estimated

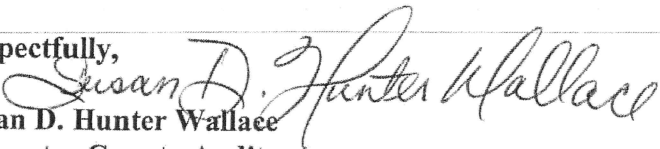
This is to inform you of the estimated Local Option Sales Tax Credit Factor for FY 2018-2019. The estimated credit factor is .000572

Credit fund Estimate 4,158,592

Divided by

Estimated Taxable appraised value 7,266,909,595.52

Respectfully,


Susan D. Hunter Wallace
Lancaster County Auditor

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2018-1515

AN ORDINANCE

TO APPROPRIATE FUNDS AND APPROVE A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 (FY 2018-19); TO SET MILLAGE RATES FOR THE LEVY OF AD VALOREM TAXES; TO APPROVE A SCHEDULE OF TAXES, FEES AND CHARGES FOR FY 2018-19.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

a. County governments are authorized by Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended (the "Code"), to levy ad valorem property taxes and uniform service charges and to make appropriations for the functions and operations of the county.

b. Section 4-9-140 of the Code provides that county councils shall adopt annually and prior to the beginning of the fiscal year operating and capital budgets for the operation of county government and shall identify the sources of anticipated revenues necessary to meet the financial requirements of the adopted budget and to provide for the levy and collection of taxes necessary to meet all budget requirements except as provided for by other revenue sources.

c. Sections 6-1-80 and 6-1-320 of the Code contain substantive and procedural requirements for the approval of the annual budget.

d. The budget approved by this ordinance was adopted in accordance with the applicable substantive and procedural requirements of the Code.

Section 2. Appropriations and Detailed Budget.

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 2018-19"):

APPROPRIATIONS	AMOUNT
Airport Fund	235,283
	340,283
Capital Improvement Fund	1,886,832
Capital Project Sales Tax 2	18,585,330
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	52,691,115
	52,796,115
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	1,141,450
Sunday Alcohol Sales Tax Fund	7,000

B. Except as may be otherwise provided in this ordinance, the appropriations contained in subsection A of this section are maximum and conditional, and are subject to reduction by action of County Council if the County's revenues fail to be sufficient to pay the appropriation, to the end that the expenditures of the County for FY 2018-19 shall not exceed its revenues and available carry forward funds.

C. Monies appropriated in this ordinance must be expended in compliance with policies adopted by Council or, at Council's direction, as formulated and implemented by the County, either existing or adopted subsequent to this ordinance.

D. The detailed operating budget for the County, as contained in the Annual Financial Plan, is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved as the detailed budget for Lancaster County.

E. 1. Certain monies are to be received by the County in the form of federal, state and local grants from non-county sources for specified public purposes and these monies, including any match, are budgeted for the specified public purpose upon the acceptance of the monies by majority vote of Council.

2. Donations received by the County from non-county sources for specified public purposes are budgeted for the specified public purpose.

3. The County may enter into a "lease financing agreement" to purchase capital items and the monies from these other financing sources and uses are budgeted upon approval by Council.

4. Budget amounts for encumbrances from the prior year will be automatically rolled forward and made as additions to the adopted budget.

Section 3. Tax Levy.

A. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on the following millage rates, which reflect the sales tax rollback factor:

General Fund	84.20
Capital Improvement Fund	5.00
County Debt	8.30
USC-L	4.70

B. The County Auditor shall levy, and the County Treasurer shall collect, ad valorem taxes based on millage imposed pursuant to Section 6-1-320(B):

Courthouse Fire – New Security Requirements	3.70
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The millage imposed pursuant to this subsection is imposed to address funding needs arising from the recent courthouse fire and solicitor's office fire, both of which Council determines are catastrophic events within the scope of Section 6-1-320(B), and to comply with the Order of the South Carolina Supreme Court dated September 12, 2008 requiring the County to provide security for all County buildings housing court operations and records.

Section 4. Fee Schedule.

For FY 2018-19, the taxes, fees and charges for the County are set at the levels provided in the Schedule of Taxes, Fees and Charges, attached to this ordinance as Exhibit A which is incorporated into this ordinance by reference as if it were set out in this ordinance in its entirety and it is adopted and approved for use in FY 2018-19.

Section 5. Severability.

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

Section 6. 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 7. 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:	May 29, 2018	Passed 5-0
Second Reading:	June 11, 2018	Passed 7-0
Third Reading:	June 25, 2018	
Public Hearing:	June 11, 2018	

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COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

1.00 ANIMAL SHELTER FEES

1.01 Medical Services Rendered

Altered Dog	Per animal	\$90.00
Altered Cat	Per animal	\$70.00
Unaltered Dog	Per animal	\$25.00
Unaltered Cat	Per animal	\$30.00
Unaltered Puppy (6 months & below)	Per animal	\$10.00 (Max. \$50.00)
Unaltered Kitten (6 months & below)	Per animal	\$15.00 (Max. \$50.00)
Microchip	Per animal	\$10.00

1.02 Redemption Fees

1st Offense with microchip (must also pay applicable daily shelter fee)*	25- 20.00
1st Offense without microchip** (must also pay applicable daily shelter fee)*	\$30.00
2nd Offense (must also pay applicable daily shelter fee)	\$50.00
3rd Offense (must also pay applicable daily shelter fee)	\$100.00
4th/ Subsequent Offenses (must also pay applicable daily shelter fee)	\$200.00

*First 24 hours free; **includes mandatory microchip

1.03 Shelter Fees

Owner Surrender	\$25.00
Daily shelter fee	\$5.00
Euthanization fee	40- \$25.00
Quarantine fee (must also pay applicable daily shelter fee)	\$25.00

2.00 ASSESSOR FEES

Line maps	\$5.00
Overlay maps	\$15.00

3.00 AUDITOR FEES

Temporary tag fee (does not include state charges)	Per tag	\$5.00
Copies	Per Page	0.25- .10

4.00 BUILDING DEPARTMENT FEES

Fees established by Section will be doubled if work starts prior to obtaining required permits.

4.01 Building Permits

Description	Fee Amount
Floor area less than 120 sq. ft.	No fee unless inspection required - then \$15.00 per inspection
	*Exception: Building Permits shall not be required for one-story detached accessory structures which are valued at \$5,000.00 and less. Zoning permits are required for all structures
Floor area of 120 sq. ft. or greater	Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions.
No Inspection Exception	\$25.00 Agricultural structures which require no subsequent electrical, gas, mechanical, plumbing, or structural inspection. Zoning permits are required for all structures.
Plan Review	When a set of plans is required by Section 106 of the International Building Code or by the building official and a plan review thereof, a plan review fee shall be submitted at the time of submitting the plans and specification for checking said plan checking fee shall be equal to one-tenth-(1/10) of the building permit fee as set forth above.
1st Re-inspection	\$50.00
2nd Re-inspection	\$100.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)	\$250.00
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4.02 Electrical Permit Fees (Schedule of fees for individual permits for particular jobs)

Minimum Permit Fee			\$15.00
Valuation From/To	Fee Amount		
\$0	\$500	\$15.00	
\$501	\$1,000	\$20.00	
\$1,000	\$150,000	\$20.00 for the first one thousand, plus \$1.50 for each additional thousand or fraction thereof	
\$151,000	Or More	\$243.00 for the first \$150,000.00, plus \$2.00 for each additional thousand or fraction thereof	
1st Additional Inspection			\$50.00
2nd Additional Inspection			\$100.00
3rd/ Subsequent Additional Inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)			\$250.00

4.03 Gas Permit Fees

Minimum Permit Fee			\$15.00
Inspection Fees	Gas piping at one location - \$5.00 for 1-4 plus \$1.00 each additional outlet Burners/furnaces/incinerators - \$5.00 for 1 plus \$1.00 each additional unit Boilers/heating/air conditioning - \$5.00 for 1 plus \$1.00 each additional unit Vented wall furnaces/water heaters - \$5.00 for 1 plus \$1.00 each additional		
1st Re-inspection			\$50.00
2nd Re-inspection			\$100.00
3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)			\$250.00

4.04 Mechanical Permit Fees

Minimum Permit Fee		\$25.00
Valuation of \$2,500 or Greater	\$25 plus \$2 per thousand or fraction thereof	
Inspection Fees		
Inspection - Heating/ventilating/ductwork/AC and refrigeration systems		
- First \$1,000 or fraction thereof of valuation		\$10.00
- Each additional \$1,000 or fraction thereof of valuation		\$2.00
Inspection - Repair/alterations/additions to an existing system		
- First \$1,000 or fraction thereof of valuation		\$5.00
- Each additional \$1,000 or fraction thereof of valuation		\$2.00
Inspection - Boilers (based on BTU input / 1 KJ = 1.055 BTU / 1 BHp = 33,475 BTU)		
- 33,000 to 165,000 BTU		\$5.00
- 165,001 to 330,000 BTU		\$10.00
- 330,001 to 1,165,000 BTU		\$15.00
- 1,165,001 to 3,300,000 BTU		\$25.00
- 3,300,001 or more		\$35.00
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)		\$250.00

4.05 Mobile Home Permit Fees

Mobile Home - de-title	Per Instance	\$50.00
Mobile Home - placement and set-up	Per Instance	\$180.00
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)		\$250.00

4.06 Plumbing Permit Fees

Water Heater Changeout	\$10.00
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COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

Minimum Permit Fee		\$15.00
Valuation From/To	Fee Amount	
\$0	\$1,000	\$15.00
\$1,001	\$5,000	\$25.00
\$5,001	Or More	\$25.00 for the first \$5,000.00, plus \$3.00 for each additional thousand or fraction thereof
1st Re-inspection		\$50.00
2nd Re-inspection		\$100.00
3rd/ Subsequent Re-inspections (<i>reinspection fee increases \$250.00 per additional inspection after 3rd</i>)		\$250.00

4.07 Swimming Pool Permit Fees

Valuation From/To	Fee Amount	
\$0	Or More	Three fourths of one percent (0.0075) of estimated value. Valuation shall be determined by the National Building Valuation Data and Modifiers dated April 15, 1994 and thereafter by the updated revisions.

4.08 Building Department Miscellaneous Fees

	Unit	Amount
Appeal from action of building official	Per Instance	\$200.00
Moving fee - any building or structure	Per Instance	\$50.00

5.00 CLERK OF COURT FEES

Bonds	\$10.00
Bondsmen	
In county	\$150.00
Out of county	\$100.00
Copies	Certified Copies
Common pleas fees:	\$2.50
Appeals	\$150.00
Arbitration	\$10.00
Confession	\$10.00
Filing summons and complaint	\$150.00
Foreign judgment	\$150.00
Judgment	\$10.00
Lis Pendens	\$10.00
Motion	\$25.00
Transcript	\$10.00
Peddlers License	\$150.00
Enrolling notary public	\$5.00
Expungement	\$35.00

6.00 CORONER FEES

6.01 Cremation Fees

Cremation by Coroner's Office (Cremation Fee - \$800/ Administrative Fee - \$200/ Transport Fee - \$200) - 10 month payment plan available	\$1,200.00
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6.02 Permit Fees

Cremation Permits	\$25.00
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6.03 Report Fees * Note: Fees will not apply to reports marked "NOT FOR LEGAL USE" provided to surviving family members.

Autopsy Reports	\$100.00
Coroner's Reports	\$75.00
Photographs	\$2.00
Toxicology Reports	\$100.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

7.00 EMERGENCY MANAGEMENT/ FIRE SERVICE FEES

7.01 Fire Marshal/Fire Service Fees

1st Additional Inspection		\$50.00
2nd Additional Inspection		\$100.00
3rd Additional Inspection		\$250.00
Inspection fee increase per inspection following 3rd inspection		\$250.00
Response to false alarms in excess of 3 in any calendar year	per instance	\$100.00

7.02 Hazardous Materials Fees

Application for operational permit		\$1,000.00
Emergency response to hazardous materials incident	Initial Charge	\$500.00
Emergency response to hazardous materials incident	Career Personnel	Actual Costs
Emergency response to hazardous materials incident	Volunteer Personnel	20.58 per hr.
Emergency response to hazardous materials incident	Materials Cost	Actual Costs
Emergency response to hazardous materials incident	Apparatus & Equipment Costs	FEMA Schedule of Rates

7.03 Special Tax District Uniform Service Charge

Equivalent Residential Unit fee	\$90.00
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8.00 EMERGENCY MEDICAL SERVICE FEES

ALS Emerg Treat/No Transport		\$175.00
ALS Unit, Urgent, No ALS Tx		\$600.00
ALS Emerg Treat - Helicopter at ER		\$150.00
Medical Records		\$25.00
Mileage, ground		\$10.00
Standby Service (per employee)	Per hour	\$30.00
Response to false alarms in excess of 3 in any calendar year	per instance	\$100.00
ALS with Treatment and Emergency Transport	Base Fee	\$700.00
BLS A0429	Base Fee	\$600.00
ALS 2 A0433	Base Fee	\$800.00

9.00 FARMERS MARKET FEES

Rental Fee		
Seasonal Vendor Fee	One Time	\$20.00
Seasonal Booth rental	Per day Per Table	\$2.00
Daily Booth rental (includes 1 table)	Per Day	\$8.00
Additional Tables*	Each	\$2.00

*Maximum 3 tables per site

10.00 FINANCE DEPARTMENT FEES

Departmental Fees		
Dealer tag fee	Per tag	same as Road Maintenance Fee
Tax billing	Per bill	\$1.00

11.00 GIS MAPPING FEES

11.01 Black and White Plotter Maps

Letter	\$2.50
Legal	\$5.00
18 by 24	\$10.00
24 by 36 (line map - no aerial)	\$5.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

24 by 36	\$12.00
36 by 44	\$15.00
Poster up to 60	\$20.00

11.02 Color Plotter Maps	
Letter	\$5.00
Legal	\$10.00
18 by 24	\$20.00
24 by 36	\$25.00
36 by 44	\$30.00
Poster up to 60	\$40.00

11.03 Digital Data Fees	
2011 aerial photo (entire county)	\$1,500.00
CAMA data in text format	\$500.00
Parcel layer with attributes (entire county)	\$500.00
Parcel layer without attributes (entire county)	\$250.00
Street centerline layer	\$250.00
Other digital data	Per hour \$30.00

12.00 LIBRARY FEES

12.01 Overdue and Lost Fees	
Overdue book fee (<i>maximum charge of \$2.00</i>)	Per day \$0.15
Copies- self serve	Per Copy 0.25 .10
Lost book fee	Per book Replacement cost

12.02 Miscellaneous Fees	
Out of state library membership	Per year \$25.00
Duplication machine reproduction fee - general	Per Page \$0.25
Facsimile charge	First page \$0.50
Facsimile charge	Subsequent pages \$0.50

13.00 911 FEES

Enhanced 911 Emergency Service System	
Uniform service charge	Per line \$1.00

14.00 PLANNING FEES

14.01 Ordinance Fees	
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14.02 Development Fees	
Development Agreements	
Per acre of highland proposed	\$25.00 not to exceed \$20,000
Planned Development Districts *in addition to Development Agreement Fee	
Rezoning	\$2,000.00
Amendment Mixed Use District	\$2,000.00

14.03 Development Review Application Fee	
Review application	Per review \$75.00

14.04 Subdivision Fees	
Preliminary plat - 1 to 10 lots	Per lot \$25.00
Preliminary plat 11 or more lots	per lot \$300 plus \$10 for each lot

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

Final plat	Per plat	\$100 plus \$10 for each lot or building permit
Amendment of a final plat		\$100.00
Construction Document Fee	Per lot	\$300 plus \$10 for each lot
Amendment of Construction Document Fee		\$300.00
Subdivision variance	Per instance	\$200.00

14.05 Zoning Fees

Rezoning application- single parcel	\$250.00
Rezoning application- multi parcel	\$500.00
2nd rezoning fee (within 1 month)	\$250.00
Text amendment Fee	\$250.00
Conditional Use Permit	\$150.00

14.06 Miscellaneous Fees

Item	Unit	Amount
Comprehensive plan - picked up	Each	\$25.00
Comprehensive plan - mailed	Each	\$30.00
Road name change	Per road	\$250.00
Telecommunication Towers Review	Each	\$200 plus 1% of cost of tower
Zoning map (2 parts; northern & southern) - picked up	Per part	\$25.00
Zoning map (2 parts; northern & southern) - mailed	Per part	\$30.00
Commercial Review	Each	\$300 plus \$150 per disturbed acre
Traffic Impact Analysis	Each	Cost of engineer + 10%

15.00 PROBATE COURT FEES

15.01 Cost of Court: Estate Fees - Regular Estate

Property valuation less than \$5,000	\$25.00
Property valuation of \$5,000 but less than \$20,000	\$45.00
Property valuation \$20,000 but less than \$60,000	\$67.50
Property valuation \$60,000 but less than \$100,000	\$95.00
Property valuation of \$100,000 but less than \$600,000	\$95.00 plus 0.0015 in excess of \$100,000
Property valuation \$600,000 or more	\$845.00 plus 0.0025 in excess of \$600,000

15.02 Cost of Court: Estate Fees - Small Estate or Affidavit of Collection for Personal Property

Property valuation less than \$100.00	\$12.50
Property valuation of \$100 but less than \$5,000	\$25.00
Property valuation of \$5,000 but less than \$20,000	\$45.00
Property valuation of \$20,000 but less than \$25,000	\$67.50

15.03 Miscellaneous Fees

Legal advertisement - cost of advertisement is in addition to prescribed court costs and are due and payable prior to CD copy of hearing		
CD copy of hearing		\$10.00
Search fee		\$7.00
Plain Copy	Per Page	0.25-.10
Replacement Forms	Per Page	\$0.50
Faxing Documents		\$5.00

15.04 Probate Court Fees

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

Appointment of Special Administrator or temporary fiduciary	\$22.50
Special Certificates	\$10.00
Certified marriage certificates	\$5.00
Certifying appeal record	\$10.00
Certified copy of Information to Heirs and Devisee Form	\$0.50 each
Additional Certificates of Appointment	\$0.50 each
Filing - any summons, complaint, or petition	\$150.00
Filing conservatorship accounting	\$10.00
Filing demand for notice	\$5.00
Filing of will only	\$10.00
Issuing certified copies	Per Document \$5.00
Issuing exemplified/ authenticated copies	\$20.00
Recording authenticated or certified copies.	\$20.00
Reforming or correcting marriage record	\$6.75
Reopening closed estates	\$22.50

15.05 Weddings

Marriage license - at least one party in-state (includes \$20.00 state fee)	\$50.00
Marriage license - out of state (includes \$20.00 state fee)	\$75.00
Marriage license-Reprint copy	\$5.00

16.00 PUBLIC WORKS FEES

Driveway pipe - 2nd driveway	\$500.00 or actual cost, whichever is greater
Road/bridge design review by outside engineer	Actual cost
Road testing fee	Actual cost plus 20%
Road proof roll - reinspection	\$150.00
Roadway sign - production/ installation	actual cost plus 10%
Tire disposal - agricultural	Per tire \$35.00
Tire disposal - undocumented	Per ton \$150.00

17.00 RECREATION FEES

17.01 Participant Fees-Youth Sports

Sport	Ages	Amount	All-Star Amount
Basketball	5 to 15	\$55.00	\$40.00/\$25.00 (7-8)
Instr. Basketball	4	\$30.00	
Dixie Softball	7 to 18	\$75.00	\$40.00
Basketball Cheerleading	7 to 15	\$30.00	
Football Cheerleading	7 to 12	\$30.00	
Baseball	6 to 12	\$50.00	
Little League Baseball	7 to 12	\$75.00	\$40.00
Fall Soccer	5 to 15	\$65.00	40.00/25.00 (7-8)
Instr. Soccer	4	\$30.00	
Fall Softball	6 to 12	\$50.00	
Flag Football	7 to 15	\$50.00	
Football	7 to 12	\$75.00	\$40.00
Girls Volleyball	8 to 13	\$50.00	\$40.00
Spring Soccer	5 to 13	\$65.00	
Swim Team	5 to 18	\$63.00	
Swing League	5 to 6	\$50.00	
T-Ball	4 to 5	\$50.00	

17.02 Participant Fees-Adult Sports

Sport	Ages	Unit	Amount
Basketball	16 & up	Per Game	\$45.00
Softball	16 & up	Per Game	\$20.00
Volleyball	16 & up	Per Team	\$150.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

17.03 After School and Summer Day Camp			
Program	Registration	First Child (per day)	Additional Child (per day)
Regular Day After School		\$10.00	\$6.00
Partial-early dismissal After School		\$11.00	\$7.00
All Day School Closings After School		\$12.00	\$8.00
Summer Day Camp	\$20.00	\$17.00	\$8.00
Field Trip Fees (optional)	Varies		
Summer Day Camp Tween Program	\$20.00	\$10.00	\$10.00

17.04 Swimming Pool Fees			
Activity	Ages	Unit	Amount
Swim Lessons	3 to 18	Per Person Per Lesson	\$50.00
Nursery Swim	4 to 12	Per Day	\$2.00
Public Swim	All Ages	Per Person	\$3.00
Public Swim-Single Month Pass	All Ages	Per Person	\$20.00
Public Swim-Single Season Pass	All Ages	Per Person	\$50.00
Public Swim-Family Month Pass	All Ages	Per Family*	\$50.00
Public Swim-Family Season Pass	All Ages	Per Family*	\$100.00
Pool Party (0-25 People)	All Ages	Per Hour	\$60.00
Pool Party (26-50 People)	All Ages	Per Hour	\$80.00
Pool Party (51-75 People)	All Ages	Per Hour	\$125.00
Pool Party (76-100 People)	All Ages	Per Hour	\$150.00

*Maximum of 5 per family

17.05 Facility Rental		
Andrew Jackson & Indian Land Recreation Centers		
Gym (Regular Rental)	Per 3 Hours	\$200.00
Gym (Regular Rental)	Per 6 Hours	\$325.00
Gym (Regular Rental)	All Day	\$600.00
Gym (For Profit)	Per 6 Hours	\$450.00
Gym (For Profit)	All Day	\$750.00
Activity Room (Regular Rental)	Per 4 Hours	\$200.00
Activity Room (For Profit)	Per 4 Hours	\$300.00
Conference Room	Per Hour	\$25.00
Overtime	Per hour	\$75.00
Security Deposit	Per Rental	\$100.00
Buford & Springdale Recreation Centers		
	Per Hour	\$60.00
Gym (Regular Rental)	Per 3 Hours	\$250.00
Gym (Regular Rental)	Per 6 Hours	\$400.00
Gym (Regular Rental)	All Day	\$750.00
Gym (For Profit)	Per 6 Hours	\$450.00
Gym (For Profit)	All Day	\$1,050.00
Activity Room (Regular Rental)	Per 4 Hours	\$200.00
Activity Room (For Profit)	Per 4 Hours	\$300.00
Conference Room	Per Hour	\$25.00
Overtime	Per hour	\$75.00
Security Deposit	Per Rental	\$100.00

17.06 Outdoor Field/Court Rentals		
Item	Unit	Amount
Field Practice (Non-LCPR teams) without lights	Per hour Per field	\$15.00
Field Practice (Non-LCPR teams) with lights	Per hour Per field	\$20.00
Court Practice (Non-LCPR teams)	Per hour Per court	\$20.00
Tournament Field Rental-200-300ft Baseball/Softball without lights	Per hour Per field	\$175.00
Tournament Field Rental-200-300ft Baseball/Softball with lights	Per hour Per field	\$200.00
Tournament Field Rental-<200ft Baseball/Softball no lights	Per hour Per field	\$125.00
Soccer Field	Per Game	\$50.00
Tournament Soccer Field (without lights)	Per day Per field	\$175.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

Tournament Soccer Field (with lights)	Per day Per field	\$200.00
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17.07 Other Recreation Fees

Item	Unit	Amount
Program Registration Late Fee	Per Participant	\$15.00
Late Pick up for After School and Summer Day Camp	Per Minute	\$1.00
After School Bus Fee	Per Family Per Day	\$2.00

18.00 REGISTER OF DEEDS FEES

Affidavit of partnership	\$10.00 for first 4 pages and \$1.00 per additional page
Assignment of lease	\$10.00 for first 4 pages and \$1.00 per additional page
Assignment of leases, rents, and profits	\$10.00 per reference and \$1.00 per additional page
Assignment of mortgage	\$6.00 for first page and \$1.00 per additional page
Assumption of agreement	\$10.00 for first 4 pages and \$1.00 per additional page
Bond to release mechanic's lien	\$10.00 for first 4 pages and \$1.00 per additional page
Cancellation of contract of sale	\$10.00 for first 4 pages and \$1.00 per additional page
Cancellation of lease	\$10.00 for first 4 pages and \$1.00 per additional page
Certified copy charge	\$5.00
Charter	\$10.00 for first 4 pages and \$1.00 per additional page
Contract for sale	\$10.00 for first 4 pages and \$1.00 per additional page
Deed/ mortgages recording fee	\$10.00 for first 4 pages and \$1.00 per additional page
Document stamp charge	\$3.70 per thousand
Duplication machine reproduction certification fee	\$5.00
Easement	\$10.00 for first 4 pages and \$1.00 per additional page
Federal tax liens	\$10.00
Lease	\$10.00 for first 4 pages and \$1.00 per additional page
Mechanic's lien	\$10.00 for first 4 pages and \$1.00 per additional page
Mortgage modification	\$6.00 per reference and \$1.00 per additional page
Notice of lien	\$10.00 for first 4 pages and \$1.00 per additional page
Partial release of mortgage	\$6.00 per reference and \$1.00 per additional page
Partnership agreement/ dissolution	\$10.00 for first 4 pages and \$1.00 per additional page
Passport Fee	\$25.00
Plats	Large - \$20.00 / medium - \$10.00 / small - \$5.00
Power of attorney	\$15.00 for first 4 pages and \$1.00 per additional page
Project commencement notice	\$15.00
Real property agreement	\$10.00 for first 4 pages and \$1.00 per additional page
Revocation of power of attorney	\$10.00 for first 4 pages and \$1.00 per additional page
Satisfaction of assignment of leases, rents, and profits	\$5.00
Satisfaction of mortgage	\$5.00
SC tax liens	\$10.00
Subordination of mortgage	\$6.00 per reference and \$1.00 per additional page

**COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447**

Trust Indenture	\$10.00 for first 4 pages and \$1.00 per additional page
UCC1 or UCC3	\$8.00 first 2 pages & \$1 per additional page; each additional debtor - more than 2 debtors \$2.00
Waiver	\$10.00 for first 4 pages and \$1.00 per additional page

19.00 ROAD FEES

County Road Improvement and Maintenance Fee		
Per County Code section 26-34	Per Vehicle	\$30.00

20.00 SHERIFFS FEES

Miscellaneous Fees		
Item	Unit	Amount
Fingerprinting (non-LCDC)	Per Set	\$5.00
Response to false alarms in excess of 3 in any calendar year	Per Instance	\$100.00

21.00 STORMWATER FEES

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

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

22.00 TAX COLLECTION FEES

Collection fee	140.00 170.00 or actual cost, whichever is greater
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23.00 TREASURER FEES

Convenience fee for SCDMV stickers	\$1.00
Duplicate Receipts	\$0.25

24.00 ZONING FEES

24.01 Plan Review Fees - non-residential excluding multi-family

Up to 12,000 square feet	\$200.00
12,001 square feet to 25,000 square feet	\$300.00
Exceeding 25,001 square feet	\$400.00

24.02 Mobile Home Fees

Item	Unit	Amount
Mobile Home decal	each	\$10.00
Mobile Home - change of ownership	Per Instance	\$10.00
Mobile Home - movement	Per Instance	\$25.00

24.03 Miscellaneous Fees

Item	Unit	Amount
Appeal from action of zoning official		\$300.00
Use permitted on review		\$150.00
Variance		\$200.00
Rehearing of a Board of Zoning Appeals Action		\$200.00
Alarm system registration	Per alarm system	\$10.00
Demolition fee - any building or structure	Per Instance	\$100.00

COUNTY OF LANCASTER, SC - SCHEDULE OF TAXES, FEES AND CHARGES
FISCAL YEAR: 2017-2018 ATTACHMENT TO ORDINANCE NO: 2017-1447

Septic license- South Carolina	Per Instance	\$10.00
Septic license- North Carolina	Per Instance	\$100.00
Zoning fee	Per Instance	\$90.00
Moving fee - any building or structure	Per Instance	\$50.00
Sign Permit - Commercial	Per Company	\$100.00
Sign Permit - Political	Per Candidate	\$35.00
Sign Permit - Real Estate	Per Company	\$35.00
Sign Permit - Regular	Per Sign	\$35.00

24.04 Permit

Floodplain Development- commercial & subdivisions	\$100.00
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25.00 OTHER COUNTY FEES AND CHARGES

25.01 Historic Courthouse Rental

Item	Unit	Amount
Facility usage	First hour	\$115.00
Facility usage	per add'l hour	\$75.00
Penalty for time overage	Every 10 minutes	\$25.00
Refundable security deposit	Per Instance	\$250.00
Cancellation Fee	Per Instance	\$100.00

25.02 Miscellaneous County Fees

Item	Unit	Amount
Airport hangar rental	Per Month	\$100.00
Bad Check fee	Per Instance	\$30.00
Cable television franchise fee	Per Year	5%
Duplication machine reproduction fee - general	Per Page	0.25 0.10
Duplication machine reproduction fee - general (color)	Per Page	4.75 1.15
Audio Recordings of Meetings	Per Copy	\$5.00
FOIA Research Time	Per Hour	Not to Exceed \$15.00
Private ambulance service - franchise application fee	Per Instance	\$100.00

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. : 2018-1517

COUNTY OF LANCASTER

)

AN ORDINANCE

ORDERING A REFERENDUM IN LANCASTER COUNTY, SOUTH CAROLINA, TO SUBMIT THE QUESTION OF WHETHER LANCASTER COUNTY, SOUTH CAROLINA, SHALL ISSUE NOT EXCEEDING \$11,000,000 GENERAL OBLIGATION BONDS, IN ONE OR MORE SERIES; IN ONE OR MORE YEARS, PROVIDING FOR THE FORM OF BALLOT TO BE USED; PROVIDING FOR NOTICE OF THE REFERENDUM; AND PROVIDING FOR ALL OTHER THINGS NECESSARY TO SUBMIT THE AFORESAID QUESTION.

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

SECTION 1. Findings.

The County Council (the "Council"), as the governing body of Lancaster County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that counties of the State of South Carolina (the "State") shall have the power to incur general obligation debt only in such manner and upon such terms and conditions as the General Assembly shall prescribe by law.

(c) Article X, Section 14, subsection (6) of the Constitution provides that if general obligation debt is authorized by a majority vote of the qualified electors of a County voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except: (i) those restrictions and limitations imposed in the authorization to incur such indebtedness; (ii) such general obligation debt shall be issued within five years of the date of such referendum; and (iii) general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of a County and such debt shall mature within thirty years from the time such indebtedness shall be incurred.

(d) The provisions of Title 11, Chapter 27 of the S.C. Code empower the Council of a County order any such referendum as is required by Article X of the Constitution, to prescribe the notice thereof and to conduct or cause to be conducted such referendum in the manner prescribed by Title 7 of the S.C. Code and Section 4-15-50 of Article 4, Section 15 of the S.C. Code (the "County Bond Act").

(e) Pursuant to Ordinance No. 113 enacted on January 17, 1983, the Council created the Joint Recreation Commission for Lancaster County (the "Commission"). On July 25, 1994, the Council enacted Ordinance No. 243 which amended and replaced Ordinance No. 113. The Commission was created to manage, supervise, maintain and control the use of all recreation and park property located in the County owned by the County, the City of Lancaster, the Town of Heath Springs, and the Town of Kershaw. The Commission prepares plans for future park and recreation facilities which may be needed to meet the needs of all citizens of the County and are responsible for the development and implementation of public recreation program for all citizens of the County.

(e) It has been recommended to Council by the Commission that a bond referendum should be held within the County to seek voter approval of the issuance of general obligation bonds, the proceeds of which would be used to fund the following projects:

Addition to Indian Land Recreation Center;
Construction of and equipping of Harrisburg Road Soccer Complex;
Construction of Lindsay Pettus Greenway Phase I;
Renovations to Barr Street Auditorium;
Construction of and equipping of Heath Springs Soccer Complex; and
Acquisition of land, if necessary, for any of these projects

The total cost of these projects is estimated to be \$10,800,000. Under the County's present constitutional debt limitation, the amount of bonds authorized to be issued is limited unless the question of issuing such bonds is submitted and approved by the qualified electors of the County.

(f) It is in the best interest of the County for the Council to order a referendum to be held in the County to submit to the qualified electors of the County the question of whether the County shall be authorized to issue, at one time or from time to time, general obligation bonds of the County in a principal amount of not exceeding \$11,000,000, the proceeds of which shall be used as set forth in Section 1(e) above.

SECTION 2. Order to Hold Referendum.

Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby ordered a referendum to be held in the County on November 6, 2018 (the "Referendum"), at which time there shall be submitted to all persons qualified to vote under the Constitution and laws of the State the question set forth in Section 5 hereof.

SECTION 3. Declaration of Intent to Reimburse Certain Expenditures.

This Ordinance shall constitute the County's declaration of official intent pursuant to Regulation §1.150-2 of the Internal Revenue Code of 1986, as amended (the "Code") to reimburse the County from a portion of the proceeds of general obligation bonds for expenditures it anticipates incurring (the "Expenditures") with respect to the projects set forth in Section 1(e)

hereof prior to the issuance of the general obligation bonds. The Expenditures which are reimbursed are limited to Expenditures which are: (a) properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of placed in service under Regulation §1.150-2 of the Code) under general federal income tax principals; or (2) certain de minimis or preliminary Expenditures satisfying the requirements of Regulation §1.150-2(f) of the Code. The source of funds for the Expenditures with respect to these projects will be the County's reserve funds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid; or (b) the date such projects were placed in service, but in no event more than three (3) years after the original Expenditures.

SECTION 4. Voting Precincts and Polling Places.

The voting precincts or any portion thereof in the County for the Referendum shall be those designated by Section 7-7-320 of the S.C. Code. The polling places in each of such precincts shall be designated by the Lancaster County Board of Voter Registration and Elections (the "Elections Board").

The polls shall be opened at seven o'clock in the forenoon and closed at seven o'clock in the afternoon on the date fixed for the Referendum and shall be held open during said hours without intermission or adjournment.

SECTION 5. Form of Ballot.

The Elections Board is requested to cause to be printed a sufficient number of ballots for each voting machine used in the Referendum and a sufficient number of emergency ballots for use in the Referendum. The instructions must appear conspicuously at the top of the ballot face and must be printed in bold-faced type at least as large as the largest type on the ballot. Upon approval by the Elections Board, the form of question on the ballot label to be used in the Referendum and the instructions to voters appearing thereon shall be in substantially the form set forth below. The format of the ballot may be changed to accommodate voting machines, but the form of question shall remain the same.

(FORM OF BALLOT)

OFFICIAL BALLOT, REFERENDUM
\$11,000,000 GENERAL OBLIGATION BONDS
COUNTY OF LANCASTER COUNTY, SOUTH CAROLINA
November 6, 2018

No. _____ Precinct _____

Initials of Issuing Officer

OFFICIAL BALLOT, REFERENDUM
\$11,000,000 GENERAL OBLIGATION BONDS
COUNTY OF LANCASTER COUNTY, SOUTH CAROLINA
November 6, 2018

Shall the County Council of Lancaster County, South Carolina be empowered to issue, in one or more series, in one or more years, general obligation bonds of the County, in the principal amount of not exceeding \$11,000,000, the proceeds of which shall be used to finance the costs (including architectural, engineering, equipping, and legal and related fees) of the following projects:

Addition to Indian Land Recreation Center;
Construction of and equipping of Harrisburg Road Soccer Complex;
Construction of Lindsay Pettus Greenway Phase I;
Renovations to Barr Street Auditorium;
Construction of and equipping of Heath Springs Soccer Complex; and
Acquisition of land, if necessary, for any of these projects?

If the voter wishes to vote in favor of the question, fill in the oval next to "In favor of the question/yes;" if the voter wishes to vote against the question, fill in the oval next to the words, "Opposed to the question/no."

- ☐ In favor of the question /yes
☐ Opposed to the question /no

SECTION 6. Qualification of Voters.

Every person offering to vote must be at least eighteen (18) years of age and must be duly registered on the books of registration for the County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum, and must present such documents and/or forms of identification as required by State law. Any registered elector who has moved his or her place of residence within the County after the date on which said books of registration are closed for the Referendum, but before the date of the Referendum, shall be entitled to vote fail safe, providing they qualify to vote in the election at the voter registration office on election day.

Absentee ballots for the Referendum shall be available at the Lancaster County Registration and Elections Office. The books of registration shall be closed thirty (30) days before the Referendum.

SECTION 7. Notice of Referendum.

The Council hereby authorizes the publication of a Notice of Referendum to be published in *The Lancaster News*, a newspaper of general circulation in the County, in compliance with Section 7-13-35 of the S.C. Code. Such notice must be published not later than sixty (60) days before the date of the Referendum and again not later than two weeks after the first notice. Such Notice of Referendum, substantially in the form attached hereto as Exhibit A, shall be published again in *The Lancaster News* at least once not less than fifteen (15) days prior to the occasion set for the holding of the Referendum in compliance with the County Bond Act.

The Elections Board is authorized to insert the location of any omitted polling places or change any of the locations of polling places for the Referendum as deemed necessary or advisable. Appropriate changes are authorized to be made in the Notice of Referendum.

SECTION 8. Elections Board.

A certified copy of this Ordinance shall be filed with the Elections Board, and the Elections Board is hereby requested as follows:

- (a) To join in the action of the County in providing for the respective Notices of Referendum in compliance with Section 7-13-35 of the S.C. Code;
- (b) To prescribe the form of ballot to be used in the Referendum;
- (c) To arrange for polling places in each precinct, or any part of a precinct within the County;
- (d) To appoint Managers of Election;
- (e) To provide ballots and ballot boxes or voting machines for the Referendum;

(f) To conduct the Referendum, receive the returns thereof, canvass such returns, declare the results thereof, and certify such results to the Council; and

(g) To take other steps and prepare such other means as shall be necessary or required by law in order to properly conduct the Referendum.

SECTION 9. Controlling Ordinance.

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

SECTION 10. Severability.

If, for any reason, any part of this Ordinance is invalidated by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in effect.

SECTION 11. 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

Public Hearing:	July 16, 2018	(Tentative)
First Reading:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

EXHIBIT A

(FORM OF NOTICE OF REFERENDUM)

NOTICE OF REFERENDUM
\$11,000,000 GENERAL OBLIGATION BONDS
LANCASTER COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that a referendum will be held in Lancaster County, South Carolina (the "County"), on November 6, 2018, for the purpose of submitting to all persons qualified to vote in the County, under the Constitution and laws of the State of South Carolina (the "State"), the following question:

Shall the County Council of Lancaster County, South Carolina be empowered to issue, in one or more series, in one or more years, general obligation bonds of the County, in the principal amount of not exceeding \$11,000,000, the proceeds of which shall be used to finance the costs (including architectural, engineering, legal and related fees) of the following projects:

Addition to Indian Land Recreation Center;
Construction of and equipping of Harrisburg Road Soccer Complex;
Construction of Lindsay Pettus Greenway Phase I;
Renovations to Barr Street Auditorium; and
Construction of and equipping of Heath Springs Soccer Complex?

If the voter wishes to vote in favor of the question, fill in the oval next to "In favor of the question/yes;" if the voter wishes to vote against the question, fill in the oval next to the words, "Opposed to the question/no."

☐ In favor of the question /yes

☐ Opposed to the question /no

Such question is being submitted pursuant to Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, Title 11, Chapter 27, Code of Laws of the State of South Carolina 1976, as amended, Title 7, Code of Laws of South Carolina, 1976, as amended, and Title 4, Chapter 15, Code of Laws of South Carolina, 1976, as amended. If a majority of the qualified electors of the County voting in the Referendum approve the issuance of not exceeding \$11,000,000 General Obligation Bonds (the "Bonds"), the Bonds may be issued by the County either as a single issue or from time to time as several separate issues, but no Bonds shall be issued later than five years from the date of the Referendum. The proceeds of the Bonds will be used to finance the costs of constructing and equipping additions and improvements to recreation facilities within the County.

The precincts or portions thereof within the County and locations of the several polling places for such Referendum are as follows:

[TO BE PROVIDED]

The polls shall be opened at seven o'clock (7:00 a.m.) in the forenoon and closed at seven o'clock (7:00 p.m.) in the afternoon on the date fixed for such Referendum. Appropriate voting machines will be provided at the polling places for use in voting on the aforesaid question. Managers of Election will be appointed by the Board of Voter Registration and Elections of Lancaster County, South Carolina (the "Board").

Every person offering to vote (a) must be at least 18 years of age on the date of the Referendum; (b) must reside in the County; (c) must be duly registered on the books of registration for the County as an elector in the precinct in which he or she resides and offers to vote on or before the date on which said books of registration are closed for the Referendum; and (d) must provide such documents and/or forms of identification as required by State law.

Voters who are blind, who are otherwise physically handicapped, or who are unable to read or write are entitled to assistance in casting their ballot. This assistance may be given by anyone the voter chooses except his or her employer, an agent of his or her employer, or an officer or agent of his or her union. The Managers of Election must be notified if assistance is needed. Voters who are unable to enter their polling place due to physical handicap or age may vote in the vehicle in which they drove or were driven to the polls. When notified, the Manager will help voters effectuate this curbside voting provision. Registered voters may be eligible to vote by absentee ballot. Residents wishing to vote by absentee ballot should contact the Board at (843) _____ for instructions.

The Board shall hold a hearing on ballots challenged in the Referendum on _____, _____, at _____ a.m., at _____.

/s/Chair, County Council of Lancaster County, SC
of Lancaster County, SC

/s/Chair, Board of Voter Registration and
Elections of Lancaster County

Item No.	Masterplan Improvement Item	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$ 150,000.00	\$ 150,000.00
2	Demolition	1	LS	\$ 25,000.00	\$ 25,000.00
3	Clearing	1	LS	\$ 15,000.00	\$ 15,000.00
4	Construction Staking	1	LS	\$ 15,000.00	\$ 15,000.00
5	Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
6	Site Grading	1	LS	\$ 100,000.00	\$ 100,000.00
7	Building	12900	SF	\$ 160.00	\$ 2,064,000.00
8	Existing Office Space Renovation	6450	LS	\$ 50.00	\$ 322,500.00
9	Asphalt Parking Areas	4075	SY	\$ 40.00	\$ 163,000.00
10	Asphalt Driveway	1000	SY	\$ 40.00	\$ 40,000.00
11	Concrete Wheel Stops	12	EA	\$ 100.00	\$ 1,200.00
12	Concrete Sidewalk	275	SY	\$ 40.00	\$ 11,000.00
13	ADA Ramps w/ Detectable Warning	2	EA	\$ 1,400.00	\$ 2,800.00
14	Pavement Striping	1	LS	\$ 10,000.00	\$ 10,000.00
15	18" Curb & Gutter	2650	LF	\$ 15.00	\$ 39,750.00
16	Type 1 CB	14	EA	\$ 2,000.00	\$ 28,000.00
17	18" Class III RCP	275	LF	\$ 30.00	\$ 8,250.00
18	24" Class III RCP	250	LF	\$ 35.00	\$ 8,750.00
19	30" Class III RCP	150	LF	\$ 45.00	\$ 6,750.00
20	30" Flared End Section	1	EA	\$ 2,400.00	\$ 2,400.00
21	18" Flared End Section	2	EA	\$ 1,800.00	\$ 3,600.00
22	Rip Rap Apron	3	EA	\$ 1,500.00	\$ 4,500.00
23	2" PVC Waterline	300	LF	\$ 30.00	\$ 9,000.00
24	6" Ductile Iron Fire protection line	300	LF	\$ 50.00	\$ 15,000.00
25	2" Backflow Prevention	1	EA	\$ 2,500.00	\$ 2,500.00
26	6" Backflow Prevention	1	EA	\$ 4,000.00	\$ 4,000.00
27	2" Water Service w/ 2" Meter Box	1	EA	\$ 2,000.00	\$ 2,000.00
28	8" Sewer Line	160	LF	\$ 45.00	\$ 7,200.00
29	6" Sewer Service	1	EA	\$ 2,500.00	\$ 2,500.00
30	4' Diameter Manhole	1	EA	\$ 3,500.00	\$ 3,500.00
31	ADA Signs	5	EA	\$ 200.00	\$ 1,000.00
32	Landscaping	1	LS	\$ 50,000.00	\$ 50,000.00
33	Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00
34	Lighting	1	LS	\$ 20,000.00	\$ 20,000.00

Construction Subtotal: \$ 3,198,200.00

Contingency (20%): \$ 639,640.00

Preliminary Estimate of Probable Construction Costs: \$ 3,837,840.00

Design & Other Soft Costs (10% of Construction Costs): \$ 383,784.00

Total Preliminary Estimate of Probable Project Costs: \$ 4,221,624.00

Indian Land Soccer Complex (Natural Grass) - Opinion of Probable Cost				
Harrisburg Road, Lancaster County, SC				
Concept Plan				
Prepared for: Lancaster County				
Prepared by: FitFields				
6.20.18				
ITEMS	No.	Unit	Unit Cost	Total
Mobilization	1.00	LS	\$10,000.00	\$10,000
Erosion and Sedimentation Control	1.00	LS	\$15,000.00	\$15,000
Construction Entrance	1.00	EA	\$2,500.00	\$2,500
Clearing and Grubbing	8.00	AC	\$2,000.00	\$16,000
Site Grading	8.00	AC	\$16,000.00	\$128,000
Hybrid Bermuda Rec Fields (2 ea. 195 x 330 with 15' clear) Sod w/drainage	162,000.00	SF	\$4.50	\$729,000
Sport Field Irrigation	162,000.00	SF	\$0.50	\$81,000
Chain Link Fencing (6' HT)	1,593.00	LF	\$45.00	\$71,685
Chain Link Fencing (6' HT) with Sports Netting (30' HT)	530.00	LF	\$150.00	\$79,500
Sports Lighting (30 FC)	2.00	EA	\$225,000.00	\$450,000
Restroom/Concession Building (No Grill/Hot Foods)	2,000.00	SF	\$150.00	\$300,000
Storage Building	1,200.00	SF	\$70.00	\$84,000
Playground	1.00	LS	\$90,000.00	\$90,000
Playground Chain Link Fencing (4' HT)	250.00	LF	\$30.00	\$7,500
Landscaping	1.00	LS	\$20,000.00	\$20,000
Park Signage	1.00	LS	\$6,500.00	\$6,500
General Utility Tie Ins (elec, water, sewer)	1.00	LS	\$15,000.00	\$15,000
Sanitary Sewer with Manhole Infrastructure	1.00	LS	\$40,000.00	\$40,000
Water Line Infrastructure	1.00	LS	\$25,000.00	\$25,000
Sidewalks/Concrete - 4" On Grade	7,300.00	SF	\$5.00	\$36,500
Parking (asphalt) with curb and gutter	34,000.00	SF	\$6.00	\$204,000
Driveway Curb Cut	1.00	EA	\$4,500.00	\$4,500
Storm Drainage	1.00	LS	\$35,000.00	\$35,000
Stormwater Management/BMP	1.00	LS	\$30,000.00	\$2,000
Bleachers	6.00	EA	\$3,500.00	\$21,000
Retaining Wall (5' HT)	100.00	LF	\$200.00	\$20,000
Additional Furnishings and Equipment Budget (Goals, Equipment, Etc.)	1.00	LS	\$16,000.00	\$16,000
Construction Subtotal				\$2,509,685
CONTINGENCY & REQUIREMENTS				
	%			
Design Services (Survey, Design, Engineering, Permitting, Bidding and CA)	0.15			\$376,453
GC General Conditions	0.04			\$100,387
GC Overhead and Profit	0.08			\$200,775
Project Contingency	0.10			\$250,969
Soft Cost + Contingency Subtotal				\$928,583
TOTAL				\$3,438,268

Indian Land Soccer Complex (Synthetic Turf)- Opinion of Probable Cost				
Harrisburg Road, Lancaster County, SC				
Concept Plan				
Prepared for: Lancaster County				
Prepared by: FitFields				
6.20.18				
ITEMS	No.	Unit	Unit Cost	Total
Mobilization	1.00	LS	\$10,000.00	\$10,000
Erosion and Sedimentation Control	1.00	LS	\$15,000.00	\$15,000
Construction Entrance	1.00	EA	\$2,500.00	\$2,500
Clearing and Grubbing	8.00	AC	\$2,000.00	\$16,000
Site Grading	8.00	AC	\$16,000.00	\$128,000
Synth.Turf Rec Fields (2 ea. 195 x 330 with 15' clear)	162,000.00	SF	\$12.00	\$1,944,000
Chain Link Fencing (6' HT)	1,593.00	LF	\$45.00	\$71,685
Chain Link Fencing (6' HT) with Sports Netting (30' HT)	530.00	LF	\$150.00	\$79,500
Sports Lighting (30 FC)	2.00	EA	\$225,000.00	\$450,000
Restroom/Concession Building (No Grill/Hot Foods)	2,000.00	SF	\$150.00	\$300,000
Storage Building	1,200.00	SF	\$70.00	\$84,000
Playground	1.00	LS	\$90,000.00	\$90,000
Playground Chain Link Fencing (4' HT)	250.00	LF	\$30.00	\$7,500
Landscaping	1.00	LS	\$20,000.00	\$20,000
Park Signage	1.00	LS	\$6,500.00	\$6,500
General Utility Tie Ins (elec, water, sewer)	1.00	LS	\$15,000.00	\$15,000
Sanitary Sewer with Manhole Infrastructure	1.00	LS	\$40,000.00	\$40,000
Water Line Infrastructure	1.00	LS	\$25,000.00	\$25,000
Sidewalks/Concrete - 4" On Grade	7,300.00	SF	\$5.00	\$36,500
Parking (asphalt) with curb and gutter	34,000.00	SF	\$6.00	\$204,000
Driveway Curb Cut	1.00	EA	\$4,500.00	\$4,500
Storm Drainage	1.00	LS	\$35,000.00	\$35,000
Stormwater Management/BMP	1.00	LS	\$30,000.00	\$2,000
Bleachers	6.00	EA	\$3,500.00	\$21,000
Retaining Wall (5' HT)	100.00	LF	\$200.00	\$20,000
Additional Furnishings and Equipment Budget (Goals, Equipment, Etc.)	1.00	LS	\$16,000.00	\$16,000
Construction Subtotal				\$3,643,685
CONTINGENCY & REQUIREMENTS				
	%			
Design Services (Survey, Design, Engineering, Permitting, Bidding and CA)	0.15			\$546,553
GC General Conditions	0.04			\$145,747
GC Overhead and Profit	0.08			\$291,495
Project Contingency	0.10			\$364,369
Soft Cost + Contingency Subtotal				\$1,348,163
TOTAL				\$4,991,848



LEGEND

- A 195' x 330' SOCCER FIELD (15' CLEAR ZONE)
- B CONCESSIONS/RESTROOM BUILDING - 50' x 40'
- C 80 SPACE PARKING LOT INCLUDES 4 ADA
- D BMP
- E STORAGE BUILDING - 50' x 30'
- F TRAIL TO ELEMENTARY SCHOOL
- G PLAYGROUND WITH FENCE

- H 30' STREAM BUFFER
- I 30' BUFFER
- J BLEACHERS
- K 6' HT. FENCE
- L 20' HT. SPORTS NETTING WITH FENCE
- M 30' HT. SPORTS NETTING WITH FENCE
- N RETAINING WALL

- EXISTING 2' CONTOUR
- EXISTING PROPERTY LINE
- 30' BUFFER
- PROPOSED FENCE LINE



RTI/FIELDS
1700 Harrisburg Road
Indian Land, SC 29148
(716) 846-5555
www.rti-fields.com

REVISIONS

LANCASTER COUNTY
800 MARKET STREET
LANCASTER, SOUTH CAROLINA

GENERAL

INDIAN LAND SOCCER COMPLEX
10187 HARRISBURG ROAD
INDIAN LAND, SOUTH CAROLINA

SCALE: 1" = 40'-0"
DATE: 6-25-11
DRAWN BY:
CONCEPT
SHEET NO: L100

LINDSAY PETTUS GREENWAY
FULL SCOPE VE'd 12.1.2017
Segmented Cost

Project name	LPG Full Scope 8.16 Lancaster SC 29720
Labor rate table	Standard Labor
Equipment rate table	Standard Equipment
Report format	Sorted by 'Assembly' 'Detail' summary Allocate additions Combine items

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other		Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name		Amount	Amount	
0101- PERCEPTION General Conditions													
	1000.100	40 Job Photographs (Professional)	1.00 ea	-	-	-	-	331		-	-	331	
	1000.100	60 Layout (Sub)	1.00 ea	-	-	-	-	13,241		-	-	13,241	
	1000.100	100 Dumpster	6.00 ea	-	-	-	-	3,972		-	-	3,972	
	1062.200	10 Business License	1.00 ls	-	-	-	-	-		-	2,648	2,648	
	1210.020	10 Engineer and/or Architect Fee	1.00 ls	-	-	-	-	-		-	382,326	382,326	
	1300.010	10 Superintendent	20.00 wk	1,765.431 /wk	35,309	-	-	-		927	-	36,235	
	1310.010	40 Project Manager	4.00 wk	1,765.433 /wk	7,062	-	-	-		159	-	7,221	
	1450.310	5 Chapter 17 Special Inspections	1.00 LS	-	-	-	-	11,034		-	-	11,034	
	1510.010	80 Temp Toilet	6.00 mo	-	-	106.51 /mo	639	-		-	-	639	
	1520.020	40 Blue Prints	6.00 SET	-	-	284.013 /SET	1,704	-		-	-	1,704	
	1520.030	9 Procure Project Management	1.00 LS	-	-	-	-	2,758		-	-	2,758	
	1520.030	10 Job Sign	1.00 ea	132.40 /ea	132	236.69 /ea	237	-		-	-	369	
		PERCEPTION General Conditions			42,503		2,580	31,336		1,086	384,974	462,479	
		963.000 Labor hours											
		960.00 Equipment hours											
01999- Buildings													
	1000.100	60 Barr Street Restroom	1.00 ea	-	-	-	-	88,272		-	-	88,272	
	1000.100	60 Nature Center Pavilion	1.00 ea	-	-	-	-	66,204		-	-	66,204	
		Buildings						154,475				154,475	
		1.00											
0251999- Barr Street Parking Lot													
	1720.030	10 Staking and Layout for Limits of Construction	0.00 ea	0.00	0	0.00	0	-		-	-	-	
	3310.220	c 35 Walk Conc 3500 psi	227.00 cy					84,368		-	-	84,368	
	2840.050	10 Pipe Bolland Steel Pipe 4"	2.00 ea					1,732		-	-	1,732	
	2840.050	10 Pipe Bolland Steel Pipe 4" Removeable	1.00 ea					1,089		-	-	1,089	
	2900.010	60 Mulch Plant Bed	2,239.00 sf					1,359		-	-	1,359	
	2900.010	120 Plant Trees	6.00 ea					1,324		-	-	1,324	
	2900.010	130 Plant Shrub	60.00 ea					3,310		-	-	3,310	
	2980.020	50 Park Bench	4.00 ea					4,414		-	-	4,414	
	2870.020	40 Trash and Litter Receptors	3.00 ea					1,655		-	-	1,655	
	15400.000	440 Water Fountain w/ Bottle Filler	1.00 ea	-	-	-	-	1,324		-	-	1,324	
	2890.010	70 Pedestrian Crossing Signage	2.00 ea					662		-	-	662	
		Barr Street Parking Lot						101,238				101,238	
		145.370 Labor hours											
0251999- Primary Trail Sta. 0+00 - 21+00													
	1720.030	10 Staking and Layout for Limits of Construction	0.00 ea	0.00	0	0.00	0	0		-	-	-	
	2340.010	10 Construction Entrances	3.00 ea					14,896		-	-	14,896	
	2220.000	40 Clearing	1.81 ac					29,957		-	-	29,957	
	2340.010	30 High Hazard Siltation Fence	2,184.00 lf					26,122		-	-	26,122	
	2310.020	10 Strip 8" Topsoil and Remove from Site	2,247.00 cy					83,900		-	-	83,900	
	1720.030	10 Staking and Layout for Rough Grading	1.00 ea					7,255		-	-	7,255	
	2315.020	10 Bulk Cut	653.00 cy					14,410		-	-	14,410	
	2315.020	20 Bulk Fill	3,152.00 cy	0.00	0			87,434		0	-	87,434	
	2315.020	40 Borrow	2,500.00 cy	0.00	0	5.92 /cy	14,792	-		0	-	14,792	
	2630.010	110 Pipe Conc Reinforced 18"	18.00 lf					2,873		-	-	2,873	
	2630.020	100 Concrete Flared End Section	0.00 ea	0.00	0	0.00	0	0		-	-	-	
	2630.020	20 Trash Rack	1.00 ea					386		-	-	386	
	2340.010	50 Rip Rap Stone Apron	22.00 sy					1,456		-	-	1,456	
	2000.010	30 Traffic Control Clinton Ave	1.00 ea	-	-	-	-	1,855		-	-	1,855	
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	6.00 msy	534.913 /msy	3,209			-		2,889	-	6,098	
	2770.010	90 Curb & Gutter Conc 3500 psi	0.00 lf	0.00	0	0.00	0	0		-	-	-	
	2740.030	20 Asphalt Patch at Curbing 18" wide	0.00 sy	-	-	0.00	0	-		-	-	-	
	2760.030	10 Crosswalk Stripping	1.00 ea					1,855		-	-	1,855	
	1720.030	10 Staking and Layout for Asphalt Trail	1.00 ea					2,902		-	-	2,902	
	2315.024	20 Fine Grade Asphalt Trail	7,500.00 sy					15,227		-	-	15,227	
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	2,464.00 sy	1.77 /sy	4,350	5.37 /sy	13,226	-		-	-	17,576	

Standard Estimate Report
LPG Full Scope 8.16

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
0251999- Primary Trail Sta. 0+00 - 21+00												
	2740.030	20 Asphalt Trail Asphalt Material	2,464.00	sy	-	-	50.152 /sy	123,575	-	-	-	123,575
	2315.024	70 Fine Grade Swales	56,542.00	sf	-	-	-	30,757	-	-	-	30,757
	2900.010	10 Seeding Disturbed Areas	56,542.00	sf	-	-	-	9,358	-	-	-	9,358
	2370.000	10 Erosion Control Mats (SC 150)	22,732.00	sf	-	-	-	7,325	-	-	-	7,325
	6000.010	2 Boardwalk No Rail	162.00	lf	-	-	-	62,562	-	-	-	62,562
	2840.050	10 Pipe Bollard Steel Pipe 4"	2.00	ea	-	-	-	1,710	-	-	-	1,710
	2840.050	10 Pipe Bollard Steel Pipe 4" Removeable	1.00	ea	-	-	-	1,089	-	-	-	1,089
	2880.020	50 Park Bench	1.00	ea	-	-	-	1,103	-	-	-	1,103
	3310.420	c 40 Transition Pig Conc 4000 psi	8.00	ea	-	-	-	5,296	-	-	-	5,296
	3310.220	c 35 Walk Conc 3500 psi	58.00	sy	-	-	-	2,390	-	-	-	2,390
	2870.020	40 Doggie Waste Station	1.00	ea	-	-	-	552	-	-	-	552
	2890.010	70 Pedestrian Crossing Signage	2.00	ea	-	-	-	662	-	-	-	662
	2820.010	50 Fence Wood Complete	176.00	lf	-	-	-	6,991	-	-	-	6,991
		Primary Trail Sta. 0+00 - 21+00			7,559.50 /.	7,560	151,594.27 /.	151,594	420,127	2,889		582,170
		1.00										
		853,016.09 Labor hours										
		617.53 Equipment hours										
0251999- Primary Trail Sta. 21+00 - 34+00												
	1720.030	10 Staking and Layout for Limits of Construction	0.00	ea	0.00	0	0.00	0	0	-	-	-
	2340.010	10 Construction Entrances	2.00	ea	-	-	-	9,931	-	-	-	9,931
	2220.000	40 Clearing	1.05	ac	-	-	-	17,378	-	-	-	17,378
	2340.010	30 High Hazard Siltation Fence	1,592.00	lf	-	-	-	19,042	-	-	-	19,042
	2310.020	10 Strip 6" Topsoil and Remove from Site	1,257.00	cy	-	-	-	46,935	-	-	-	46,935
	1720.030	10 Staking and Layout for Rough Grading	1.00	ea	-	-	-	4,353	-	-	-	4,353
	2315.020	10 Bulk Cut	454.00	cy	-	-	-	10,019	-	-	-	10,019
	2315.020	20 Bulk Fill	1,183.00	cy	-	-	-	28,351	-	-	-	28,351
	2315.020	40 Borrow	730.00	cy	-	-	5.92 /cy	4,319	-	-	-	4,319
	2630.010	110 Pipe Conc Reinforced 18"	36.00	lf	-	-	-	5,747	-	-	-	5,747
	2630.020	100 Concrete Flared End Section	0.00	ea	0.00	0	0.00	0	-	-	-	0
	2630.020	20 Trash Rack	2.00	ea	-	-	-	772	-	-	-	772
	2340.010	50 Rip Rap Stone Apron	44.00	sy	-	-	-	2,913	-	-	-	2,913
	2000.010	30 Traffic Control Woodland Ave	1.00	ea	-	-	-	4,965	-	-	-	4,965
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	4.00	msy	534.92 /msy	2,140	-	-	-	1,926	-	4,065
	1720.030	10 Staking and Layout for Asphalt Trail	1.00	ea	-	-	-	1,523	-	-	-	1,523
	2315.024	20 Fine Grade Asphalt Trail	4,500.00	sy	-	-	-	9,136	-	-	-	9,136
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	1,236.00	sy	1.77 /sy	2,182	5.37 /sy	6,635	-	-	-	8,817
	2740.030	20 Asphalt Trail Asphalt Material	1,236.00	sy	-	-	50.152 /sy	61,988	-	-	-	61,988
	2315.024	70 Fine Grade Swales	30,189.00	sf	-	-	-	16,422	-	-	-	16,422
	2900.010	10 Seeding Disturbed Areas	30,189.00	sf	-	-	-	4,997	-	-	-	4,997
	2370.000	10 Erosion Control Mats (SC 150)	12,905.00	sf	-	-	-	4,272	-	-	-	4,272
	2315.024	20 Fine Grade Woodland Drive Underpass	3,000.00	sf	-	-	-	2,648	-	-	-	2,648
	2340.010	50 Rip Rap Stone Native Boulders	1,827.00	sf	-	-	-	12,680	-	-	-	12,680
	6000.010	2 Boardwalk No Rail	94.00	lf	-	-	-	36,302	-	-	-	36,302
	6000.010	2 Bridge	54.00	lf	-	-	1,183.394 /lf	63,903	-	-	-	87,737
	2840.050	10 Pipe Bollard Steel Pipe 4"	4.00	ea	-	-	-	3,421	-	-	-	3,421
	2840.050	10 Pipe Bollard Steel Pipe 4" Removeable	4.00	ea	-	-	-	4,357	-	-	-	4,357
	2900.010	120 Plant Trees	4.00	ea	-	-	-	883	-	-	-	883
	2880.020	50 Park Bench	1.00	ea	-	-	-	1,103	-	-	-	1,103
	3310.420	c 40 Transition Pig Conc 4000 psi	4.00	ea	-	-	-	2,648	-	-	-	2,648
	3310.220	c 35 Walk Conc 3500 psi	112.00	sy	-	-	-	4,616	-	-	-	4,616
	2870.020	40 Doggie Waste Station	1.00	ea	-	-	-	552	-	-	-	552
	2820.010	50 Fence Wood Complete	96.00	lf	-	-	-	3,813	-	-	-	3,813
	2870.020	40 Trash and Litter Receptors	1.00	ea	-	-	-	552	-	-	-	552
	5720.010	20 Handrail	136.00	lf	-	-	-	6,753	-	-	-	6,753
		Primary Trail Sta. 21+00 - 34+00			4,321.73 /.	4,322	136,845.670 /.	136,846	290,916	1,926		434,009
		1.00										
		465,454.97 Labor hours										
		3,374.022 Equipment hours										

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
0251999- Primary Trail Sta. 34+00 - 47+50												
n	1720.030	10 Staking and Layout for Limits of Construction	0.00	ea	0.00	0	0.00	0	0	-	-	-
	2340.010	10 Construction Entrances	2.00	ea				9,931			-	9,931
	2220.000	40 Clearing	1.50	ac			-	24,826			-	24,826
	2340.010	30 High Hazard Siltation Fence	2,199.00	lf				26,302			-	26,302
n	2310.020	10 Strip 8" Topsoil and Remove from Site	1,899.00	cy			-	70,906			-	70,906
	1720.030	10 Staking and Layout for Rough Grading	1.00	ea			-	5,876			-	5,876
	2315.020	10 Bulk Cut	323.00	cy			-	7,128			-	7,128
	2315.020	20 Bulk Fill	4,793.00	cy			-	183,408			-	183,408
n	2315.020	40 Borrow	4,471.00	cy			5.92 /cy	26,455			-	26,455
	2630.010	110 Pipe Conc Reinforced 18"	36.00	lf				5,747			-	5,747
	2630.020	100 Concrete Flared End Section	0.00	ea	0.00	0	0.00	0			-	-
	2630.020	20 Trash Rack	2.00	ea				772			-	772
n	2340.010	50 Rip Rap Stone Apron	34.75	sy				2,914			-	2,914
	2000.010	30 Traffic Control Woodland Ave	1.00	ea			-	6,520			-	6,520
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	8.00	msy	534.92 /msy	4,279	-	-		3,851	-	8,131
	2770.010	90 Curb & Gutter Conc 3500 psi	0.00	lf	0.00	0	0.00	0			-	-
n	2740.030	20 Asphalt Patch at Curbing 18" wide	0.00	sy	-		0.00	0			-	-
	1720.030	10 Staking and Layout for Asphalt Trail	1.00	ea			-	1,451			-	1,451
	2315.024	20 Fine Grade Asphalt Trail	4,500.00	sy			-	9,136			-	9,136
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	1,703.00	sy	1.77 /sy	3,007	5.37 /sy	9,141			-	12,148
n	2740.030	20 Asphalt Trail Asphalt Material	1,703.00	sy	-		50.152 /sy	85,409			-	85,409
	2315.024	70 Fine Grade Swales	44,955.00	sf			-	18,231			-	18,231
	2900.010	10 Seeding Disturbed Areas	44,955.00	sf			-	7,391			-	7,391
	2370.000	10 Erosion Control Mats (SC 150)	19,727.00	sf	-		-	6,530			-	6,530
n	2630.010	90 Pipe Conc Reinforced 12"	63.00	lf				5,162			-	5,162
	2630.010	160 Pipe Conc Reinforced 48"	54.00	lf				20,735			-	20,735
	2630.020	100 48" Flared End Section	4.00	ea				11,696			-	11,696
	2630.020	20 Trash Rack	2.00	ea				1,655			-	1,655
n	2340.010	50 Rip Rap Stone Apron	100.00	ton				6,820			-	6,820
	2315.024	10 Grade for Main Street Underpass	4,200.00	sf			-	23,171			-	23,171
	2340.010	50 Rip Rap Stone Native Boulders	285.56	sy				23,946			-	23,946
	2340.010	10 Gravel Walloway	1,380.00	sf				19,399			-	19,399
n	6000.010	2 Boardwalk No Rail	40.00	lf	-		-	15,448			-	15,448
	6000.010	2 Bridge	40.00	lf	-		1,183.394 /lf	47,336			-	47,336
	2840.050	10 Pipe Bollard Steel Pipe 4" Removeable	2.00	ea				2,179			-	2,179
	3310.420	c 40 Transition Flg Conc 4000 psi	4.00	ea				2,648			-	2,648
n	3310.220	c 35 Walk Conc 3500 psi	81.00	sy				3,338			-	3,338
	2820.010	50 Fence Wood Complete	304.00	lf				12,076			-	12,076
	2840.050	40 Gates	2.00	ea				2,207			-	2,207
	Primary Trail Sta. 34+00 - 47+50					7,285.84 /	7,286	168,341.49 /	168,341	555,103	3,851	734,581
1.00												
677,191.925 Labor hours												
1,620.97 Equipment hours												
0251999- Primary Trail Sta. 47+50 - 52+55												
n	1720.030	10 Staking and Layout for Limits of Construction	0.00	ea	0.00	0	0.00	0			-	-
	2340.010	10 Construction Entrances	2.00	ea				9,931			-	9,931
	2220.000	40 Clearing	1.50	ac			-	24,826			-	24,826
	2340.010	30 High Hazard Siltation Fence	2,199.00	lf				26,302			-	26,302
n	2310.020	10 Strip 8" Topsoil and Remove from Site	1,899.00	cy			-	70,906			-	70,906
	1720.030	10 Staking and Layout for Rough Grading	1.00	ea			-	5,876			-	5,876
	2315.020	10 Bulk Cut	323.00	cy			-	7,128			-	7,128
	2315.020	20 Bulk Fill	4,793.00	cy			-	183,408			-	183,408
n	2315.020	40 Borrow	4,471.00	cy			5.92 /cy	26,455			-	26,455
	2630.010	110 Pipe Conc Reinforced 18"	36.00	lf				5,747			-	5,747
	2630.020	100 Concrete Flared End Section	0.00	ea	0.00	0	0.00	0			-	-
	2630.020	20 Trash Rack	2.00	ea				772			-	772
n	2340.010	50 Rip Rap Stone Apron	34.75	sy				2,914			-	2,914
	2000.010	30 Traffic Control Woodland Ave	1.00	ea			-	6,520			-	6,520
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	8.00	msy	534.92 /msy	4,279	-	-		3,851	-	8,131
	2770.010	90 Curb & Gutter Conc 3500 psi	0.00	lf	0.00	0	0.00	0			-	-
n	2740.030	20 Asphalt Patch at Curbing 18" wide	0.00	sy	-		0.00	0			-	-
	1720.030	10 Staking and Layout for Asphalt Trail	1.00	ea			-	1,451			-	1,451
	2315.024	20 Fine Grade Asphalt Trail	4,500.00	sy			-	9,136			-	9,136
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	1,703.00	sy	1.77 /sy	3,007	5.37 /sy	9,141			-	12,148
n	2740.030	20 Asphalt Trail Asphalt Material	1,703.00	sy	-		50.152 /sy	85,409			-	85,409
	2315.024	70 Fine Grade Swales	44,955.00	sf			-	18,231			-	18,231
	2900.010	10 Seeding Disturbed Areas	44,955.00	sf			-	7,391			-	7,391
	2370.000	10 Erosion Control Mats (SC 150)	19,727.00	sf	-		-	6,530			-	6,530
n	2630.010	90 Pipe Conc Reinforced 12"	63.00	lf				5,162			-	5,162
	2630.010	160 Pipe Conc Reinforced 48"	54.00	lf				20,735			-	20,735
	2630.020	100 48" Flared End Section	4.00	ea				11,696			-	11,696
	2630.020	20 Trash Rack	2.00	ea				1,655			-	1,655
n	2340.010	50 Rip Rap Stone Apron	100.00	ton				6,820			-	6,820
	2315.024	10 Grade for Main Street Underpass	4,200.00	sf			-	23,171			-	23,171
	2340.010	50 Rip Rap Stone Native Boulders	285.56	sy				23,946			-	23,946
	2340.010	10 Gravel Walloway	1,380.00	sf				19,399			-	19,399
n	6000.010	2 Boardwalk No Rail	40.00	lf	-		-	15,448			-	15,448
	6000.010	2 Bridge	40.00	lf	-		1,183.394 /lf	47,336			-	47,336
	2840.050	10 Pipe Bollard Steel Pipe 4" Removeable	2.00	ea				2,179			-	2,179
	3310.420	c 40 Transition Flg Conc 4000 psi	4.00	ea				2,648			-	2,648
n	3310.220	c 35 Walk Conc 3500 psi	81.00	sy				3,338			-	3,338
	2820.010	50 Fence Wood Complete	304.00	lf				12,076			-	12,076
	2840.050	40 Gates	2.00	ea				2,207			-	2,207
	Primary Trail Sta. 34+00 - 47+50					7,285.84 /	7,286	168,341.49 /	168,341	555,103	3,851	734,581
1.00												
677,191.925 Labor hours												
1,620.97 Equipment hours												

Standard Estimate Report
LPG Full Scope 8.16

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
0251999- Primary Trail Sta. 47+50 - 52+55												
2770.010		90 Curb & Gutter Conc 3500 psi	0.00	lf	0.00	0	0.00	0	0	-	-	-
2740.030		20 Asphalt Patch at Curbing 18" wide	0.00	sy	-	-	0.00	0	-	-	-	-
1720.030		10 Staking and Layout for Asphalt Trail	1.00	ea	-	-	-	-	1,451	-	-	1,451
2315.024		20 Fine Grade Asphalt Trail	3,000.00	sy	-	-	-	-	6,091	-	-	6,091
2740.030		190 Asphalt Trail-Base Course Compact 6" Deep	609.00	sy	1.77 /sy	1,075	5.37 /sy	3,269	-	-	-	4,344
2740.030		20 Asphalt Trail Asphalt Material	609.00	sy	-	-	50.152 /sy	30,543	-	-	-	30,543
2315.024		70 Fine Grade Swales	22,745.00	sf	-	-	-	-	9,286	-	-	9,286
2900.010		10 Seeding Disturbed Areas	22,745.00	sf	-	-	-	-	3,765	-	-	3,765
2370.000		10 Erosion Control Mats (SC 150)	12,437.00	sf	-	-	-	-	4,117	-	-	4,117
2840.050		10 Pipe Bolland Steel Pipe 4"	4.00	ea	-	-	-	-	3,421	-	-	3,421
2840.050		10 Pipe Bolland Steel Pipe 4" Removeable	2.00	ea	-	-	-	-	2,179	-	-	2,179
2880.020		50 Park Bench	2.00	ea	-	-	-	-	2,207	-	-	2,207
3310.220	c 35	Walk Conc 3500 psi	312.00	sy	-	-	-	-	12,858	-	-	12,858
Primary Trail Sta. 47+50 - 52+55					4,284.62 /.	4,285	39,261.34 /.	39,261	172,891	2,889		219,325

1.00

343,150.25 Labor hours
363.892 Equipment hours**0251999- Primary Trail Sta. Roddey Drive**

1720.030		10 Staking and Layout for Limits of Construction	0.00	ea	0.00	0	0.00	0		-	-	-
2340.010		30 Standard Siltation Fence	536.00	If	-	-	-	3,135		-	-	3,135
2310.020		10 Strip 8" Topsoil and Remove from Site	178.00	cy	-	-	-	6,846		-	-	6,846
2000.010		30 Traffic Control Roddey Drive	1.00	ea	-	-	-	4,965		-	-	4,965
2310.020		60 Grade for Curb, sidewalk	8.00	msy	534.92 /msy	4,279	-	-		3,851	-	8,131
2770.010		90 Curb & Gutter Conc 3500 psi	0.00	If	0.00	0	0.00	0		-	-	-
2740.030		20 Asphalt Patch at Curbing 18" wide	0.00	sy	-	-	0.00	0		-	-	-
2315.024		70 Fine Grade Swales	4,878.00	sf	-	-	-	1,991		-	-	1,991
2900.010		10 Seeding Disturbed Areas	4,878.00	sf	-	-	-	807		-	-	807
2370.000		10 Erosion Control Mats (SC 150)	2,439.00	sf	-	-	-	807		-	-	807
2760.030		10 Crosswalks	2.00	ea	-	-	-	2,483		-	-	2,483
2840.050		10 Pipe Bolland Steel Pipe 4"	2.00	ea	-	-	-	1,710		-	-	1,710
2840.050		10 Pipe Bolland Steel Pipe 4" Removeable	1.00	ea	-	-	-	1,089		-	-	1,089
3310.220	c 35	Walk Conc 3500 psi	529.00	sy	-	-	-	21,801		-	-	21,801
2890.010		70 Pedestrian Crossing Signage	1.00	ea	-	-	-	331		-	-	331
Primary Trail Sta. Roddey Drive					4,279.32 /.	4,279		45,767		3,851		53,897

1.00

74,030.55 Labor hours
102.891 Equipment hours**0251999- Primary Trail 2 Sta. 0+00 - 9+00**

2340.010		10 Construction Entrances	1.00	ea	-	-	-	4,965		-	-	4,965
2220.000	n	40 Clearing	0.66	ac	-	-	-	10,924		-	-	10,924
2340.010	n	30 High Hazard Siltation Fence	296.400	If	-	-	-	3,545		-	-	3,545
2310.020		10 Strip 8" Topsoil and Remove from Site	1,008.40	cy	-	-	-	37,652		-	-	37,652
1720.030		10 Staking and Layout for Rough Grading	0.20	ea	-	-	-	2,240		-	-	2,240
2315.020		10 Bulk Cut	781.60	cy	-	-	-	10,349		-	-	10,349
2315.020		20 Bulk Fill	1,088.00	cy	-	-	-	14,538		-	-	14,538
2315.020		40 Borrow	316.400	cy	-	-	-	-		-	-	-
2630.010		110 Pipe Conc Reinforced 18"	0.00	If	0.00	0	5.92 /cy	1,872		-	-	1,872
2630.020		20 Trash Rack	6.00	ea	-	-	0.00	0		-	-	-
2340.010		50 Rip Rap Stone Apron	110.00	sy	-	-	-	2,317		-	-	2,317
2000.010		30 Traffic Control Colonial Ave	0.00	ea	-	-	-	7,282		-	-	7,282
2310.020		60 Grade for Curb, sidewalk, concrete approach apron	0.00	msy	0.00	0	-	0		0	-	-
1720.030		10 Staking and Layout for Asphalt Trail	0.25	ea	-	-	-	1,451		-	-	1,451
2315.024		20 Fine Grade Asphalt Trail	2,070.00	sy	-	-	-	4,203		-	-	4,203
2740.030		190 Asphalt Trail-Base Course Compact 6" Deep	671.83	sy	1.77 /sy	1,186	5.37 /sy	3,606		-	-	4,792
2740.030		20 Asphalt Trail Asphalt Material	671.83	sy	-	-	50.152 /sy	33,694		-	-	33,694
2315.024		70 Fine Grade Swales	20,708.20	sf	-	-	-	8,454		-	-	8,454
2900.010		10 Seeding Disturbed Areas	20,708.20	sf	-	-	-	3,427		-	-	3,427

Standard Estimate Report
LPG Full Scope 8.16

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
0251999- Primary Trail 2 Sta. 0+00 - 9+00												
	2370.000	10 Erosion Control Mats (SC 150)	8,691.60 sf	-	-	-	-	2,877		-	-	2,877
	2630.010	90 Pipe Conc Reinforced 12"	0.00 lf	0.00	0	0.00	0	0		-	-	0
	2315.024	10 Grade for Gillsbrook Road Underpass	0.00 sf	0.00	0	-	-	0		-	-	0
	2340.010	50 Rip Rap Stone Native Boulders	0.00 sy	0.00	0	0.00	0	0		0	-	0
n	2340.010	10 Gravel Walkway	3,868.13 sf					54,375		-	-	54,375
	2630.020	10 Overflow Inlets	2.00 ea	0.00	0	0.00	0	6,620		-	-	6,620
	2340.010	50 Rip Rap Stone Apron Sta 34+00	0.00 sy	0.00	0	0.00	0	0		0	-	0
	2370.000	10 Erosion Control for Basin (Skimmer, Stone Filter 295' Battle	1.00 ls	-	-	-	-	18,802		-	-	18,802
n	2900.010	10 Seed and Mulch Basin	23,400.00 sf					3,873		-	-	3,873
n	2830.020	10 Constructed Wetlands	1.00 ea					110,339		-	-	110,339
	6000.010	2 Boardwalk No Rail	48.00 lf	-	-	-	-	18,537		-	-	18,537
	6000.010	2 Boardwalk With Rail	210.00 lf	-	-	-	-	104,271		-	-	104,271
	2840.050	10 Pipe Bolland Steel Pipe 4"	2.00 ea					1,710		-	-	1,710
	2840.050	10 Pipe Bolland Steel Pipe 4" Removeable	1.00 ea					1,089		-	-	1,089
	2900.010	120 Plant Trees	6.00 ea					1,324		-	-	1,324
	2900.010	60 Mulch Plant Bed	1,070.00 sf					649		-	-	649
	3310.220	c 35 Walk Conc 3500 psi	369.00 sy					15,207		-	-	15,207
	3310.420	c 40 Transition Fg Conc 4000 psi	3.00 ea					1,986		-	-	1,986
	2870.020	40 Doggie Waste Station	1.00 ea					552		-	-	552
	2820.010	50 Fence Wood Complete	184.00 lf					7,309		-	-	7,309
	2870.020	40 Trash and Litter Receptors	1.00 ea					552		-	-	552
	2340.010	30 Construction Entrance Nature Trail	1.00 ea					4,965		-	-	4,965
	2220.000	40 Clearing for Nature Trail	0.30 ac			-	-	4,965		-	-	4,965
	2340.010	30 Siltation Fence Nature Trail	1,200.00 lf					14,353		-	-	14,353
	1720.030	10 Staking and Layout Nature Trail	1.00 ea					3,310		-	-	3,310
	2630.010	110 Pipe Conc Reinforced 18" Nature Trail	150.00 lf					12,852		-	-	12,852
	2340.010	50 Rip Rap Stone Apron Nature Trail	190.00 sy					12,579		-	-	12,579
Primary Trail 2 Sta. 0+00 - 9+00				1,186.07 /.	1,186	39,172.31 /.	39,172	514,446				554,804
				666,368.93 Labor hours								
				996,264 Equipment hours								

0251999- Primary Trail 2 Sta. Parking Lot Chamber of Commerce

	2340.010	10 Construction Entrances	1.00 ea					4,965		-	-	-	-	4,965
n	2220.000	40 Clearing	0.76 ac			-	-	12,579		-	-	-	-	12,579
n	2340.010	30 High Hazard Siltation Fence	245.00 lf					2,930		-	-	-	-	2,930
	2900.010	60 Mulch Plant Bed	3,450.00 sf	0.441 /sf	1,523	0.62 /sf	2,128	-		-	-	-	-	3,650
	2900.010	120 Plant Trees	5.00 ea	23,392 /ea	117	22,592 /ea	113	-		-	-	-	-	230
Primary Trail 2 Sta. Parking Lot Chamber of Commerce					1,639.64 /.		1,640	2,240.70 /.		2,241	20,474			24,355

1.00335,434 Labor hours
5.40 Equipment hours**0251999- Primary Trail 2 Sta. 9+00 - 20+00**

	2340.010	10 Construction Entrances	1.00 ea					4,965		-	-	-	-	4,965
n	2220.000	40 Clearing	1.49 ac			-	-	24,578		-	-	-	-	24,578
n	2340.010	30 High Hazard Siltation Fence	666.90 lf					7,977		-	-	-	-	7,977
	2310.020	10 Strip 8" Topsoil and Remove from Site	2,288.90 cy			-	-	84,718		-	-	-	-	84,718
	1720.030	10 Staking and Layout for Rough Grading	0.45 ea					5,040		-	-	-	-	5,040
	2315.020	10 Bulk Cut	1,758.600 cy			-	-	23,285		-	-	-	-	23,285
	2315.020	20 Bulk Fill	2,470.50 cy			-	-	32,711		-	-	-	-	32,711
	2315.020	40 Borrow	711.90 cy			5.92 /cy	4,212	-		-	-	-	-	4,212
	2630.010	110 Pipe Conc Reinforced 18"	0.00 lf	0.00	0	0.00	0	0		-	-	-	-	0
	2630.020	20 Trash Rack	0.00 ea	0.00	0	0.00	0	0		-	-	-	-	0
	2340.010	50 Rip Rap Stone Apron	0.00 sy	0.00	0	0.00	0	0		0	-	-	-	0
	2000.010	30 Traffic Control Colonial Ave	1.00 ea	-	-	-	-	4,965		-	-	-	-	4,965
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	14.80 msy	534,914 /msy	7,810	-	-	-		7,029	-	-	-	14,839
	1720.030	10 Staking and Layout for Asphalt Trail	0.25 ea					1,451		-	-	-	-	1,451

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Amount			
0251999- Primary Trail 2 Sta. 9+00 - 20+00												
	2315.024	20 Fine Grade Asphalt Trail	4,500.00	sy		-		9,136		-	-	9,136
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	1,460.50	sy	1.77 /sy	2,578	5.37 /sy	7,840		-	-	10,418
	2740.030	20 Asphalt Trail Asphalt Material	1,460.50	sy	-	-	50.152 /sy	73,248		-	-	73,248
	2315.024	70 Fine Grade Swales	46,593.450	sf					19,022		-	19,022
	2900.010	10 Seeding Disturbed Areas	45,593.450	sf					7,546		-	7,546
	2370.000	10 Erosion Control Mats (SC 150)	19,556.100	sf	-	-	-		6,473		-	6,473
	2630.010	90 Pipe Conc Reinforced 12"	0.00	lf	0.00	0	0.00	0	0		-	0
	2315.024	10 Grade for Gillsbrook Road Underpass	0.00	sf	0.00	0	-		0		-	0
	2340.010	50 Rip Rap Stone Native Boulders	0.00	sy	0.00	0	0.00	0	0	0	-	0
	2340.010	10 Gravel Walkway	0.00	sf	0.00	0	0.00	0	0		-	0
	2630.020	10 Overflow Inlets	0.00	ea	0.00	0	0.00	0	0		-	0
	2340.010	50 Rip Rap Stone Apron Sta 34+00	0.00	sy	0.00	0	0.00	0	0	0	-	0
	2370.000	10 Erosion Control for Basin (Skimmer, Stone Filter 295' Baffle	0.00	ls	-	-	-		0		-	0
	2900.010	10 Seed and Mulch Basin	0.00	sf	0.00	0	0.00	0	0		-	0
	2630.020	10 Constructed Wetlands	0.00	ea	0.00	0	0.00	0	0		-	0
	6000.010	2 Boardwalk No Rail	170.00	lf	-	-	-		65,652		-	65,652
	6000.010	2 Boardwalk With Rail	0.00	lf	-	-	-		0		-	0
	2840.050	10 Pipe Bollard Steel Pipe 4"	0.00	ea	0.00	0	0.00	0	0		-	0
	2840.050	10 Pipe Bollard Steel Pipe 4" Removeable	0.00	ea	0.00	0	0.00	0	0		-	0
	2900.010	120 Plant Trees	0.00	ea	0.00	0	0.00	0	0		-	0
	2900.010	60 Mulch Plant Bed	0.00	sf	0.00	0	0.00	0	0		-	0
	3310.220	c 35 Walk Conc 3500 psi	0.00	sy	0.00	0	0.00	0	0		-	0
	3310.420	c 40 Transition Flg Conc 4000 psi	4.00	ea				2,648			-	2,648
	2870.020	40 Doggie Waste Station	0.00	ea	0.00	0	0.00	0	0		-	0
	2820.010	50 Fence Wood Complete	0.00	lf	0.00	0	0.00	0	0		-	0
	2870.020	40 Trash and Litter Receptors	0.00	ea	0.00	0	0.00	0	0		-	0
	2340.010	30 Construction Entrance Nature Trail	0.00	ea	0.00	0	0.00	0	0		-	0
	2220.000	40 Clearing for Nature Trail	0.00	ac	0.00	0	-		0	0	-	0
	2340.010	30 Siltation Fence Nature Trail	0.00	lf	0.00	0	0.00	0	0		-	0
	1720.030	10 Staking and Layout Nature Trail	0.00	ea	0.00	0	0.00	0	0		-	0
	2630.010	110 Pipe Conc Reinforced 18" Nature Trail	0.00	lf	0.00	0	0.00	0	0		-	0
	2340.010	50 Rip Rap Stone Apron Nature Trail	0.00	sy	0.00	0	0.00	0	0		-	0
		Primary Trail 2 Sta. 9+00 - 20+00			10,388.15 /	10,388	85,299.58 /	85,300	300,168		7,029	402,885
		1.00										
		686,502.632 Labor hours										
		592,453 Equipment hours										
0251999- Primary Trail 2 Sta. 20+00 - 29+00												
	2340.010	10 Construction Entrances	1.00	ea				4,965			-	4,965
	2220.000	40 Clearing	0.86	ac			-	10,924			-	10,924
	2340.010	30 High Hazard Siltation Fence	296.400	lf			-	3,545			-	3,545
	2310.020	10 Strip 8" Topsoil and Remove from Site	1,008.40	cy			-	37,653			-	37,653
	1720.030	10 Staking and Layout for Rough Grading	0.20	ea				2,240			-	2,240
	2315.020	10 Bulk Cut	781.60	cy			-	10,349			-	10,349
	2315.020	20 Bulk Fill	1,098.00	cy			-	14,538			-	14,538
	2315.020	40 Borrow	316.400	cy			5.92 /cy	1,872			-	1,872
	2630.010	110 Pipe Conc Reinforced 18"	0.00	lf	0.00	0	0.00	0	0		-	0
	2630.020	20 Trash Rack	0.00	ea	0.00	0	0.00	0	0		-	0
	2340.010	50 Rip Rap Stone Apron	0.00	sy	0.00	0	0.00	0	0	0	-	0
	2000.010	30 Traffic Control Colonial Ave	0.00	ea	-	-	-	0			-	0
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	14.60	msy	534.914 /msy	7,810	-			7,029	-	14,839
	1720.030	10 Staking and Layout for Asphalt Trail	0.25	ea				1,451			-	1,451
	2315.024	20 Fine Grade Asphalt Trail	1,440.00	sy				2,924			-	2,924
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	467.36	sy	1.77 /sy	825	5.37 /sy	2,509			-	3,334
	2740.030	20 Asphalt Trail Asphalt Material	467.36	sy	-	-	50.152 /sy	23,439			-	23,439
	2315.024	70 Fine Grade Swales	20,708.20	sf			-		8,454		-	8,454
	2900.010	10 Seeding Disturbed Areas	20,708.20	sf					3,427		-	3,427
	2370.000	10 Erosion Control Mats (SC 150)	8,591.60	sf					2,877		-	2,877
	2630.010	90 Pipe Conc Reinforced 12"	0.00	lf	0.00	0	0.00	0	0		-	0
	2315.024	10 Grade for Gillsbrook Road Underpass	0.00	sf	0.00	0	-		0		-	0
	2340.010	50 Rip Rap Stone Native Boulders	0.00	sy	0.00	0	0.00	0	0	0	-	0

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Amount			
0251999- Primary Trail 2 Sta. 20+00 - 29+00												
n	2340.010	10 Gravel Walkway	0.00 sf	0.00	0	0.00	0	0		0	-	
	2630.020	10 Overflow Inlets	0.00 ea	0.00	0	0.00	0	0		-	-	
	2340.010	50 Rip Rap Stone Apron Sta 34+00	0.00 sy	0.00	0	0.00	0	0		0	-	
	2370.000	10 Erosion Control for Basin (Skimmer, Stone Filter 295' Baffle	0.00 ls	-	-	-	-	0		-	-	
n	2900.010	10 Seed and Mulch Basin	0.00 sf	0.00	0	0.00	0	0		-	-	
n	2630.020	10 Constructed Wetlands	0.00 ea	0.00	0	0.00	0	0		-	-	
n	6000.010	2 Boardwalk No Rail	431.00 lf	-	-	-	-	166,447		-	-	166,447
	6000.010	2 Boardwalk With Rail	0.00 lf	-	-	-	-	0		-	-	
	2640.050	10 Pipe Bolland Steel Pipe 4"	2.00 ea	-	-	-	-	1,710		-	-	1,710
	2640.050	10 Pipe Bolland Steel Pipe 4" Removeable	1.00 ea	-	-	-	-	1,089		-	-	1,089
	2900.010	120 Plant Trees	6.00 ea	-	-	-	-	1,324		-	-	1,324
	2900.010	60 Mulch Plant Bed	0.00 sf	0.00	0	0.00	0	0		-	-	
	3310.220	c 35 Walk Conc 3500 psi	52.00 sy	-	-	-	-	2,143		-	-	2,143
	3310.420	c 40 Transition Pig Conc 4000 psi	2.00 ea	-	-	-	-	1,324		-	-	1,324
	2870.020	40 Doggie Waste Station	1.00 ea	-	-	-	-	552		-	-	552
	2820.010	50 Fence Wood Complete	64.00 lf	-	-	-	-	2,542		-	-	2,542
	2870.020	40 Trash and Litter Receptors	1.00 ea	-	-	-	-	552		-	-	552
	2340.010	30 Construction Entrance Nature Trail	0.00 ea	0.00	0	0.00	0	0		-	-	
	2220.000	40 Clearing for Nature Trail	0.00 ac	0.00	0	-	-	0		0	-	
	2340.010	30 Siltation Fence Nature Trail	0.00 lf	0.00	0	0.00	0	0		-	-	
	1720.030	10 Staking and Layout Nature Trail	0.00 ea	0.00	0	0.00	0	0		-	-	
	2630.010	110 Pipe Conc Reinforced 18" Nature Trail	0.00 lf	0.00	0	0.00	0	0		-	-	
	2340.010	50 Rip Rap Stone Apron Nature Trail	0.00 sy	0.00	0	0.00	0	0		0	-	
Primary Trail 2 Sta. 20+00 - 29+00				8,634.85 /	8,635	27,820.06 /	27,820	281,030		7,029		324,514
1.00												
				311,945.69	Labor hours							
				361,661	Equipment hours							
0251999- Primary Trail 2 Sta. 29+00 - 35+53.99												
n	2340.010	10 Construction Entrances	0.00 ea	0.00	0	0.00	0	0		0	-	
n	2220.000	40 Clearing	0.50 ac	-	-	-	-	8,193		-	-	8,193
n	2340.010	30 High Hazard Siltation Fence	222.30 lf	-	-	-	-	2,659		-	-	2,659
	2310.020	10 Strip 8" Topsoil and Remove from Site	756.300 cy	-	-	-	-	28,239		-	-	28,239
	1720.030	10 Staking and Layout for Rough Grading	0.15 ea	-	-	-	-	1,880		-	-	1,880
	2315.020	10 Bulk Cut	586.200 cy	-	-	-	-	7,762		-	-	7,762
	2315.020	20 Bulk Fill	823.50 cy	-	-	-	-	10,904		-	-	10,904
	2315.020	40 Borrow	237.30 cy	-	-	5.92 /cy	1,404	-		-	-	1,404
	2630.010	110 Pipe Conc Reinforced 18"	105.00 lf	-	-	-	-	8,996		-	-	8,996
	2630.020	20 Trash Rack	0.00 ea	0.00	0	0.00	0	0		-	-	
	2340.010	50 Rip Rap Stone Apron	0.00 sy	0.00	0	0.00	0	0		0	-	
	2000.010	30 Traffic Control Colonial Ave	0.00 ea	-	-	-	-	0		-	-	
	2310.020	60 Grade for Curb, sidewalk, concrete approach apron	0.00 msy	0.00	0	-	-	-		0	-	
	1720.030	10 Staking and Layout for Asphalt Trail	0.25 ea	-	-	-	-	1,451		-	-	1,451
	2315.024	20 Fine Grade Asphalt Trail	990.00 sy	-	-	-	-	2,010		-	-	2,010
	2740.030	190 Asphalt Trail-Base Course Compact 6" Deep	321.31 sy	1.77 /sy	567	5.37 /sy	1,725	-		-	-	2,292
	2740.030	20 Asphalt Trail Asphalt Material	321.31 sy	-	-	50.152 /sy	16,114	-		-	-	16,114
	2315.024	70 Fine Grade Swales	15,531.15 sf	-	-	-	-	6,341		-	-	6,341
	2900.010	10 Seeding Disturbed Areas	15,531.15 sf	-	-	-	-	2,571		-	-	2,571
	2370.000	10 Erosion Control Mats (SC 150)	6,519.70 sf	-	-	-	-	2,158		-	-	2,158
	2630.010	90 Pipe Conc Reinforced 12"	42.00 lf	-	-	-	-	3,441		-	-	3,441
	2315.024	10 Grade for Gillsbrook Road Underpass	5,200.00 sf	-	-	-	-	28,888		-	-	28,888
	2340.010	50 Rip Rap Stone Native Boulders	55.26 sy	-	-	-	-	4,634		-	-	4,634
n	2340.010	10 Gravel Walkway	0.00 sf	0.00	0	0.00	0	0		0	-	
	2630.020	10 Overflow Inlets	0.00 ea	0.00	0	0.00	0	0		-	-	
	2340.010	50 Rip Rap Stone Apron Sta 34+00	0.00 sy	0.00	0	0.00	0	0		0	-	
	2370.000	10 Erosion Control for Basin (Skimmer, Stone Filter 295' Baffle	0.00 ls	-	-	-	-	0		-	-	
n	2900.010	10 Seed and Mulch Basin	0.00 sf	0.00	0	0.00	0	0		-	-	
n	2630.020	10 Constructed Wetlands	0.00 ea	0.00	0	0.00	0	0		-	-	
	6000.010	2 Boardwalk No Rail	358.00 lf	-	-	-	-	138,255		-	-	138,255
	6000.010	2 Boardwalk With Rail	0.00 lf	-	-	-	-	0		-	-	

Standard Estimate Report
LPG Full Scope 8.16

Phase	Item	Description	Takeoff Qty	Labor		Material		Subcontract		Equipment	Other	Total
				Unit Cost	Amount	Unit Cost	Amount	Amount	Name	Amount	Amount	Amount
0251999- Primary Trail 2 Sta. 29+00 - 35+53.99												
		2840.050	10	Pipe Bollard Steel Pipe 4"	0.00 ea	0.00	0	0.00	0	0	-	-
		2840.050	10	Pipe Bollard Steel Pipe 4" Removeable	0.00 ea	0.00	0	0.00	0	0	-	-
		2900.010	120	Plant Trees	0.00 ea	0.00	0	0.00	0	0	-	-
		2900.010	60	Mulch Plant Bed	0.00 sf	0.00	0	0.00	0	0	-	-
	c 35	3310.220		Walk Conc 3500 psi	264.00 sy				10,880		-	10,880
	c 40	3310.420		Transition Ftg Conc 4000 psi	2.00 ea				1,324		-	1,324
		2870.020	40	Doggie Waste Station	0.00 ea	0.00	0	0.00	0	0	-	-
		2820.010	50	Fence Wood Complete	0.00 lf	0.00	0	0.00	0	0	-	-
		2870.020	40	Trash and Litter Receptors	0.00 ea	0.00	0	0.00	0	0	-	-
		2340.010	30	Construction Entrance Nature Trail	0.00 ea	0.00	0	0.00	0	0	-	-
		2220.000	40	Clearing for Nature Trail	0.00 ac	0.00	0	-	-	0	0	-
		2340.010	30	Siltation Fence Nature Trail	0.00 lf	0.00	0	0.00	0	0	-	-
		1720.030	10	Staking and Layout Nature Trail	0.00 ea	0.00	0	0.00	0	0	-	-
		2630.010	110	Pipe Conc Reinforced 18" Nature Trail	0.00 lf	0.00	0	0.00	0	0	-	-
		2340.010	50	Rip Rap Stone Apron Nature Trail	0.00 sy	0.00	0	0.00	0	0	0	-
				Primary Trail 2 Sta. 29+00 - 35+53.99		567.25 /	567	19,243.32 /	19,243	270,185		289,996
				1.00								
				234,257.80 Labor hours								
				230.575 Equipment hours								

Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	92,650		##### hrs				2.14%
Material	672,399						15.50%
Subcontract	3,158,156						72.79%
Equipment	30,549		9,225.654 hrs				0.70%
Other	384,974						9.87%
	4,338,728	4,338,728					100.00 100.00%
Total		4,338,728					

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

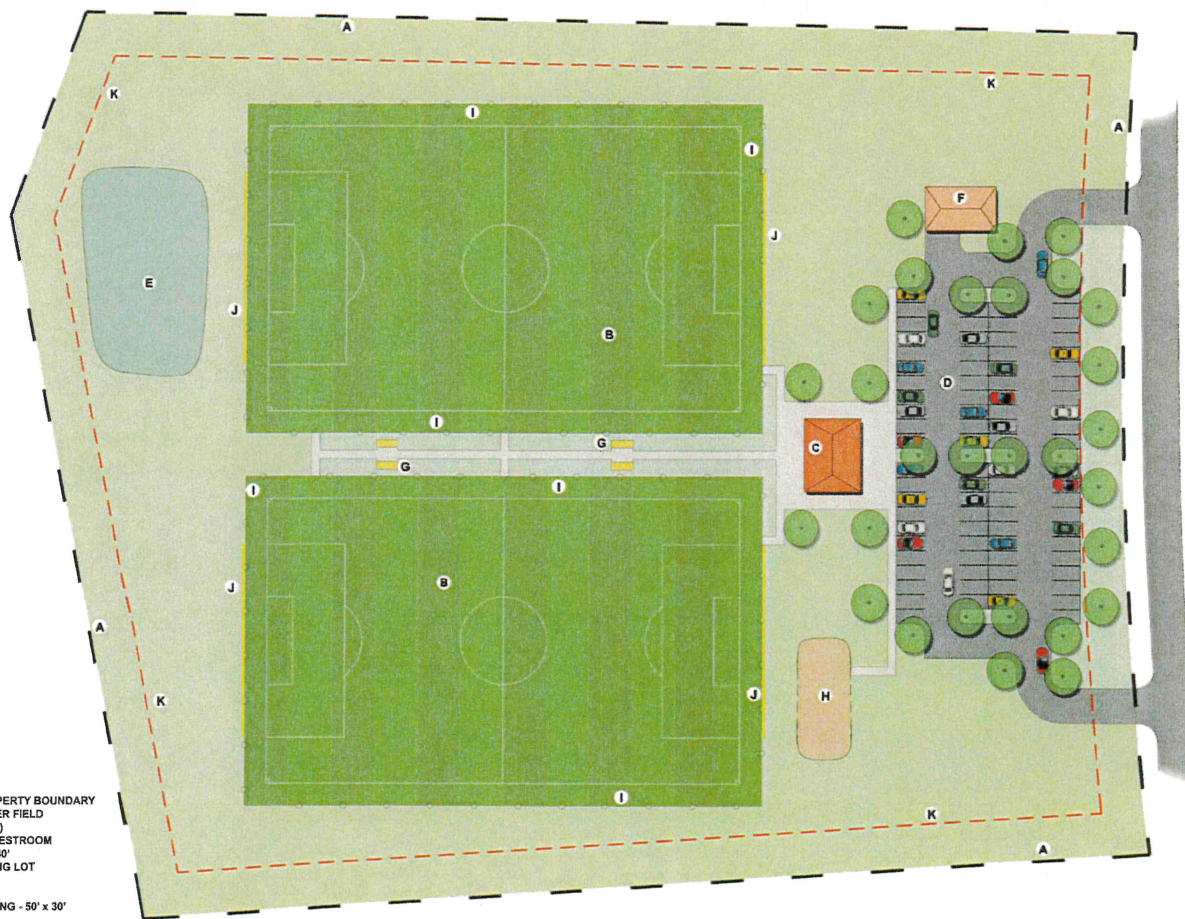
From:	To:	Project:	Application No: 1
D.C. DEVELOPMENT & CONSTRUCTION	AUDITORIUM	5212018	Application Date: 5/21/2018
1491 KERSHAW-CAMDEN HYW	HOPE ON THE HILL	AUDITOUUM UPFIT	Period To: 5/21/2018
LANCASTER, SC 29720	LANCASTER, SC 29720	LIGHTING SYSTEM,SOUND SYSTEM,CURTAINS	Contract Date: 5/21/2018
		HOUSE LIGHTING. WINDOW REMO	Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	H %	I Balance To Finish (C - G)	J Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	GENERAL CONDITIONS	24,000.00	0.00	0.00	0.00	0.00	0	24,000.00	0.00
	CONTRACTOR FEES AND DESIGN FEE 12%								
2	INSURANCE	1,850.00	0.00	0.00	0.00	0.00	0	1,850.00	0.00
3	LOCKABLE CONTROL ROOM	15,250.00	0.00	0.00	0.00	0.00	0	15,250.00	0.00
	DESIGN LOCKABLE CONTROL ROOM WITH SPOT LIGHT PLATFORM								
4	REMOVAL WINDOWS/BLOCK WINDOWS	22,000.00	0.00	0.00	0.00	0.00	0	22,000.00	0.00
	MASONRY CLOSURE OF WINDOWS								
5	HOUSE LIGHING	28,000.00	0.00	0.00	0.00	0.00	0	28,000.00	0.00
	CONTROLLED WITH NEW PANNEL BOX IN CONTROL ROOM								
6	CEILING MOUNTED PROJECTOR	6,500.00	0.00	0.00	0.00	0.00	0	6,500.00	0.00
	CONTROLLED FROM SOUND ROOM/ LAPTOP CONNECTION CAPBILITY								
7	PROJECTOR SCREEN	8,950.00	0.00	0.00	0.00	0.00	0	8,950.00	0.00
	DUAL RETRACTABLE SCREEN FROM SOUND ROOM/ BEHIND STAGE								
8	SOUND SYSTEM	24,500.00	0.00	0.00	0.00	0.00	0	24,500.00	0.00
	CONTROLLED FROM SOUND ROOM/SOUND BOARD								
9	CURTAINS	35,000.00	0.00	0.00	0.00	0.00	0	35,000.00	0.00
	DUAL CONTROLLED FROM SOUND ROOM AND STAGE								
10	STAGE THEATRICAL LIGHTING	28,500.00	0.00	0.00	0.00	0.00	0	28,500.00	0.00
	CONTROLLED FROM SOUND ROOM								
11	CARPETWALK ISLE WAY/FRONT	5,450.00	0.00	0.00	0.00	0.00	0	5,450.00	0.00
		200,000.00	0.00	0.00	0.00	0.00	0	200,000.00	0.00

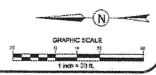
Software by: PEW Software Systems, Inc. 1-800-803-1315 Copyright 2015 ©

Heath Springs Soccer Complex (Natural Grass)- Opinion of Probable Cost				
Site: Unknown				
Concept Plan				
Prepared for: Lancaster County				
Prepared by: FitFields				
6.20.18				
ITEMS	No.	Unit	Unit Cost	Total
Mobilization	1.00	LS	\$10,000.00	\$10,000
Erosion and Sedimentation Control	1.00	LS	\$15,000.00	\$15,000
Construction Entrance	1.00	EA	\$2,500.00	\$2,500
Clearing and Grubbing	9.00	AC	\$2,000.00	\$18,000
Site Grading	9.00	AC	\$16,000.00	\$144,000
Hybrid Bermuda Rec Fields (2 ea. 195 x 330 with 15' clear) Sod w/drainage	162,000.00	SF	\$4.50	\$729,000
Sport Field Irrigation	162,000.00	SF	\$0.50	\$81,000
Chain Link Fencing (6' HT)	1,812.00	LF	\$45.00	\$81,540
Chain Link Fencing (6' HT) with Sports Netting (30' HT)	530.00	LF	\$150.00	\$79,500
Sports Lighting (30 FC)	2.00	EA	\$225,000.00	\$450,000
Restroom/Concession Building (No Grill/Hot Foods)	2,000.00	SF	\$150.00	\$300,000
Storage Building	1,200.00	SF	\$70.00	\$84,000
Playground	1.00	LS	\$90,000.00	\$90,000
Playground Chain Link Fencing (4' HT)	250.00	LF	\$30.00	\$7,500
Landscaping	1.00	LS	\$20,000.00	\$20,000
Park Signage	1.00	LS	\$6,500.00	\$6,500
General Utility Tie Ins (elec, water, sewer)	1.00	LS	\$15,000.00	\$15,000
Sanitary Sewer with Manhole Infrastructure	1.00	LS	\$40,000.00	\$40,000
Water Line Infrastructure	1.00	LS	\$25,000.00	\$25,000
Sidewalks/Concrete - 4" On Grade	8,400.00	SF	\$5.00	\$42,000
Parking (asphalt) with curb and gutter	38,000.00	SF	\$6.00	\$228,000
Driveway Curb Cut	1.00	EA	\$4,500.00	\$4,500
Storm Drainage	1.00	LS	\$35,000.00	\$35,000
Stormwater Management/BMP	1.00	LS	\$30,000.00	\$2,000
Bleachers	4.00	EA	\$3,500.00	\$14,000
Additional Furnishings and Equipment Budget (Goals, Equipment, Etc.)	1.00	LS	\$16,000.00	\$16,000
Construction Subtotal				\$2,540,040
CONTINGENCY & REQUIREMENTS				
	%			
Design Services (Survey, Design, Engineering, Permitting, Bidding and CA)	0.15			\$381,006
GC General Conditions	0.04			\$101,602
GC Overhead and Profit	0.08			\$203,203
Project Contingency	0.10			\$254,004
Soft Cost + Contingency Subtotal				\$939,815
TOTAL				\$3,479,855

Heath Springs Soccer Complex (Synthetic Turf) - Opinion of Probable Cost				
Site: Unknown				
Concept Plan				
Prepared for: Lancaster County				
Prepared by: FitFields				
6.20.18				
ITEMS	No.	Unit	Unit Cost	Total
Mobilization	1.00	LS	\$10,000.00	\$10,000
Erosion and Sedimentation Control	1.00	LS	\$15,000.00	\$15,000
Construction Entrance	1.00	EA	\$2,500.00	\$2,500
Clearing and Grubbing	9.00	AC	\$2,000.00	\$18,000
Site Grading	9.00	AC	\$16,000.00	\$144,000
Synth.Turf Rec Fields (2 ea. 195 x 330 with 15' clear)	162,000.00	SF	\$12.00	\$1,944,000
Chain Link Fencing (6' HT)	1,812.00	LF	\$45.00	\$81,540
Chain Link Fencing (6' HT) with Sports Netting (30' HT)	530.00	LF	\$150.00	\$79,500
Sports Lighting (30 FC)	2.00	EA	\$225,000.00	\$450,000
Restroom/Concession Building (No Grill/Hot Foods)	2,000.00	SF	\$150.00	\$300,000
Storage Building	1,200.00	SF	\$70.00	\$84,000
Playground	1.00	LS	\$90,000.00	\$90,000
Playground Chain Link Fencing (4' HT)	250.00	LF	\$30.00	\$7,500
Landscaping	1.00	LS	\$20,000.00	\$20,000
Park Signage	1.00	LS	\$6,500.00	\$6,500
General Utility Tie Ins (elec, water, sewer)	1.00	LS	\$15,000.00	\$15,000
Sanitary Sewer with Manhole Infrastructure	1.00	LS	\$40,000.00	\$40,000
Water Line Infrastructure	1.00	LS	\$25,000.00	\$25,000
Sidewalks/Concrete - 4" On Grade	8,400.00	SF	\$5.00	\$42,000
Parking (asphalt) with curb and gutter	38,000.00	SF	\$6.00	\$228,000
Driveway Curb Cut	1.00	EA	\$4,500.00	\$4,500
Storm Drainage	1.00	LS	\$35,000.00	\$35,000
Stormwater Management/BMP	1.00	LS	\$30,000.00	\$2,000
Bleachers	4.00	EA	\$3,500.00	\$14,000
Additional Furnishings and Equipment Budget (Goals, Equipment, Etc.)	1.00	LS	\$16,000.00	\$16,000
Construction Subtotal				\$3,674,040
CONTINGENCY & REQUIREMENTS				
	%			
Design Services (Survey, Design, Engineering, Permitting, Bidding and CA)	0.15			\$551,106
GC General Conditions	0.04			\$146,962
GC Overhead and Profit	0.08			\$293,923
Project Contingency	0.10			\$367,404
Soft Cost + Contingency Subtotal				\$1,359,395
TOTAL				\$5,033,435



- LEGEND**
- A +/- 10 ACRE PROPERTY BOUNDARY
 - B 195' x 330' SOCCER FIELD (15' CLEAR ZONE)
 - C CONCESSIONS/RESTROOM BUILDING - 50' x 40'
 - D 82 SPACE PARKING LOT INCLUDES 4 ADA
 - E BMP
 - F STORAGE BUILDING - 50' x 30'
 - G BLEACHERS
 - H PLAYGROUND WITH FENCE
 - I 6' HT. FENCE
 - J 20' HT. SPORT NETTING WITH FENCE
 - K 30' BUFFER



FITFIELDS
 10000 Highway 101
 Suite 100
 Lancaster, PA 17303
 717.391.1111
 www.fitfields.com

LANCASTER COUNTY
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 Lancaster, PA 17303
 717.391.1111
 www.lancastercountypa.gov

HEATH SPRINGS SOCCER COMPLEX

SCALE: 1" = 20'
 DATE: 6-20-18
 SHEET NAME:
 CONCEPT
 SHEET NO:
 L100

MEMORANDUM

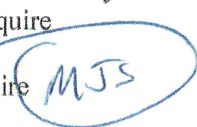
Michael J. Seezen

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*Privileged Attorney/Client communication exempt from disclosure under
the South Carolina Freedom of Information Act, pursuant to
S.C. Code Ann. § 30-4-40(a)(4) and (7).*

To: Chair and Members of Lancaster County Council

Cc: Steve Willis, Lancaster County Administrator
John L. Weaver, Lancaster County Attorney
Francenia B. Heizer, Esquire

From: Michael J. Seezen, Esquire 

Date: June 5, 2018

Subject: Bond Referendum for Recreation Projects

The purpose of this Memorandum is to memorialize the comments I made at your Council meeting on May 29, 2018, regarding the proposed bond referendum for recreation projects and the accompanying ordinance ordering the referendum, and to provide some additional related information.

As I explained at the meeting, the amount of general obligation bonds authorized in the referendum and ordinance will be not to exceed \$11,000,000 to be issued "in or more series, in one or more years with appropriate series designation." This means that the aggregate amount of bonds cannot exceed \$11 million, but fewer bonds may be issued if the full amount is not necessary to fund various authorized projects.

If the referendum is successful, state law requires that all of the bonds be issued within 5 years of the date of the referendum. However, there are no limitations on how frequently the bonds are issued or how many series of bonds may be issued or how many purposes (e.g. projects) are funded with each issue of bonds as long as it is one of the purposes in the referendum question.

For example, the proposed referendum contemplates five separate projects (and land acquisition costs), so multiple series of bonds could be issued in year 1 for two of the five projects and land acquisition costs, in year 3 for one project and in year 5 for the remaining two projects. The projects also do not have to be funded in a particular order (e.g., the first bond to be issued could fund the second and fourth project listed in the referendum, the first, second and fifth project listed in the referendum, etc.).

It is common for issuers to issue multiple series of bonds for less than the aggregate authorized amount, at various times to fund project costs related to some (but fewer than all) of the authorized projects, rather than a single bond for the full amount to

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Memorandum
Page 2
June 5, 2018

fund all of the projects, for a couple of reasons:

- Some projects may be “shovel-ready”, while others may require additional design or development work; some projects may require additional or supplementary sources of funding, or there may other applicable reasons like acquiring the right parcel of land for a particular project or the physical or man-power resources of the issuer or the design/development/contractor team may not permit all of the projects to be completed at the same time.
- Under applicable Internal Revenue Service guidance, issuers of tax exempt bonds should have a reasonable expectation that they will spend a substantial portion (approximately 85%) of the bond proceeds within three years of the issue date of the bonds. This supports the notion that the size of the bonds should be deliberately set based on the number of projects that the issuer reasonably thinks it will undertake and/or complete during that period, rather than issuing a single series of bonds for all of the projects at once.
- When bonds are issued, the proceeds will be deposited into an account until used by the issuer for project costs. However, the issuer is required to pay debt service on those bonds immediately, regardless of when the proceeds are spent. Generally speaking, the investment yields for the project fund deposits are not necessarily the same as (and currently, investment yields are significantly less than) the yield on the bonds.

For any or all of these reasons, it may be preferable to plan for the issuance of multiple series of bonds to best capitalize on then current bond interest rates and investment rates. It is important to note that, if the referendum is successful, the County Council would need to approve a bond ordinance thereafter in order to authorize the issuance of the bonds for the approved projects, at which time the decision whether to issue all of the bonds at once or in multiple series for particular projects could be made based on the circumstance that exist at that time.

MJS:laf

Agenda Item Summary

Ordinance # 2018-1519

Contact Person: Penelope G. Karagounis, Planning Director

Date Requested to be on Agenda: June 11, 2018

Issue for Consideration:

Application of Lancaster County (UDO-TA-018-005), to amend the Lancaster County Unified Development Ordinance, Chapter 2, District Standards, Subsection 2.5.3 Use Table by deleting the Conditional Use for Solar Farms in the Rural Residential District (RR), Rural Neighborhood District (RN), Light Industrial District (LI), and the Heavy Industrial District (HI). This amendment means that Solar Farms would only be allowed as a Conditional Use Permit in the Agricultural Residential District (AR) in Lancaster County. Also Chapter 5, Use Regulations, Section 5.11, Infrastructure Uses, Subsection 5.11.4, Solar Farms will be amended to add the Agricultural Residential District (AR).

Points to Consider:

The proposed text amendment is to delete the Conditional Use permit for Solar Farms in the Rural Residential District (RR), Rural Neighborhood District (RN), Light Industrial (LI), and the Heavy Industrial District. The only district a solar farm would be allowed is with a Conditional Use (CU) in the Agricultural Residential District. County Council instructed staff to not allow solar farms in the residential districts (RR and RN) and also to not allow in the industrial districts (LI and HI) because of the impact of the residents and economic opportunities for other businesses to locate in the industrial districts.

Funding and Liability Factors: N/A

Council Options: To approve or deny the text amendment

Recommendation:

At the Lancaster County Planning Commission meeting on May 15, 2018, the Planning Commission recommended to approve the text amendment by a vote of (6-0).

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2018-1519

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND A SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 2.5.3-USE TABLE-SUBSECTION J.-INFRASTRUCTURE AND SECTION 5.11.4, RELATING TO SOLAR FARMS SO AS TO REMOVE SOLAR FARMS BEING A CONDITIONAL USE PERMITTED IN ZONING CLASSIFICATIONS RR, RN, LI and HI.

WHEREAS, on November 28, 2016, Lancaster County adopted a new complex Unified Development Ordinance (UDO); and

WHEREAS, during the drafting and finalization of that ordinance, it was contemplated that from time to time certain amendments to the UDO text would be necessary for clarification and/or situations that required a revisiting of the UDO so as to provide a more practical application of the regulations involving development standards throughout Lancaster County; and

WHEREAS, the text amendment noted herein has been reviewed and recommended by the Planning Staff and the Planning Commission and, following additional review by County Council, it is the finding of County Council that the recommended amendment is reasonable, necessary and appropriate 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 by the powers granted to the County by the General Assembly of the State, it is ordained that:

Section 1. Title.

The text of the Lancaster County Uniform Development Ordinance shall be amended through Use Table deletions in the following particulars:

Solar Farms henceforth shall no longer be permitted as a Conditional Use in the following zoning classification districts: Rural Residential (RR), Rural Neighborhood District (RN), Light Industrial District (LI) and Heavy Industrial District (HI).

Further, the title to Section 5.11.4 henceforth shall be noted as: 5.11.4 Solar Farms (AR).

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading:	June 11, 2018	Passed 5-2
Second Reading:	June 25, 2018	
Third Reading:	July 16, 2018	(Tentative)

Lancaster County Unified Development Ordinance – Use Table

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

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

* (Ord. No. 2017-1468, 9.25.17)

** (Ord. No. 2018-1492, 2.12.18)

*** (Ord. No. 2018-1494, 3.12.18)

1. Building-mounted solar energy systems may be mounted on principal and accessory structures.
2. All applicable setback regulations apply to building-mounted solar energy systems. Systems mounted on principal structures may encroach into interior side and rear setbacks in accordance with Chapter 1.
3. Only building-integrated and/or flush-mounted solar energy systems may be installed on street-facing building elevations.
4. Solar energy systems may not extend more than 3 feet above the applicable maximum building height limit for the subject building type or more than 5 feet above the highest point of the roofline, whichever is less.

C. Ground-Mounted Solar Energy Systems

1. In residential zoning districts, ground-mounted solar energy systems may not be located in a required street setback or street yard area.
2. Ground-mounted solar energy systems may be located within required interior side and rear setbacks.
3. Ground-mounted solar energy systems are subject to applicable accessory structure height and lot coverage regulations.

5.11.4 SOLAR FARMS (AR)

- A. Applicability:** The purpose of this subsection is to provide standards for fixed-panel photovoltaic solar farms consisting of ground-mounted solar panels that capture energy from the sun and convert it to electricity. The provisions of this section are based on a ground-mounted photovoltaic facility using a construction technique and panels that support the flow of rainwater between each module and the growth of vegetation beneath the arrays, thereby limiting the impacts of stormwater runoff with minimal disturbance to the existing ground and grading of the site. Based on solar farm designs, the use is low intensity with minimal trip generation, low amounts of impervious cover, and low emission thus the use is compatible in rural agricultural areas and industrial uses.
- B. Setbacks/Height:** Solar farms shall be setback from adjacent street right-of-way at least 50 feet. In addition, solar power plant structures must be located at least 150 feet from all residential uses. Additional setbacks may be required to mitigate noise and glare impacts or to provide designated road or utility corridors, as identified in the review process. Structures shall not exceed 20 feet in height.
- C. Landscaping/Screening Requirements:** In addition to setbacks, screening shall be required by providing landscape within the buffer which achieves a minimum height of 10 feet within 3 years. The intent is to provide sufficient screening, through a combination of buffers, fencing, landscaping, and/or landscaped berms to obscure the solar equipment from exterior view from adjoining property owners and public right of ways.

A visually opaque screen shall be provided for any adjacent property that is residentially zoned or residential use. An opaque screen is intended to exclude a visual contact with the solar equipment from any protected property, street or public right of way. An opaque screen may be composed of a fence, landscaping, landscaped berm, or combination thereof. Natural areas as detailed below may also be used to meet screening requirements.

Natural areas: An existing vegetated area located on the same property as the solar farm; is within or includes the required buffer; and is of sufficient height, length, and depth and contains adequate and sufficient healthy vegetation to provide a visually opaque screen

Proposal: Application of Lancaster County (UDO-TA-018-005), to amend the Lancaster County Unified Development Ordinance, Chapter 2, District Standards, Subsection 2.5.3 Use Table by deleting the Conditional Use for Solar Farms in the Rural Residential District (RR), Rural Neighborhood District (RN), Light Industrial District (LI), and the Heavy Industrial District (HI). This amendment means that Solar Farms would only be allowed as a Conditional Use Permit in the Agricultural Residential District (AR) in Lancaster County. Also Chapter 5, Use Regulations, Section 5.11, Infrastructure Uses, Subsection 5.11.4, Solar Farms will be amended to add the Agricultural Residential District (AR).

Original Text Amendment: See Exhibit 2.

Proposed Text Amendment: To delete CU in Subsection 2.5.3 Use Table and in Subsection 5.11.4, Solar Farms for the Rural Residential District (RR), Rural Neighborhood District (RN), Light Industrial District (LI), and the Heavy Industrial District (HI).

Exhibits

1. Text Amendment Application
 2. Original Text
-

Findings and Conclusions

The proposed text amendment is to delete the Conditional Use permit for Solar Farms in the Rural Residential District (RR), Rural Neighborhood District (RN), Light Industrial (LI), and the Heavy Industrial District. The only district a solar farm would be allowed is with a Conditional Use (CU) in the Agricultural Residential District. County Council instructed staff to not allow solar farms in the residential districts (RR and RN) and also to not allow in the industrial districts (LI and HI) because of the impact of the residents and economic opportunities for other businesses to locate in the industrial districts.

Planning Staff Recommendation

The Planning staff recommends to **approve** the text amendment by deleting solar farms as a conditional use in Subsection 2.5.3 Use Table and in Subsection 5.11.4, Solar Farms for the RR, RN, LI, and HI.



Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercountysc.org

Exhibit 1

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended

Current Text

Section 2.5.3 Table Use Table & Sec. 5.11.4
Solar Farms
See Attachment.

Proposed Text

To delete SOLAR FARMS in the RR, RN, LI
and HI districts in Ch. 2, Section 2.5.3
Table Use Table and Ch. 5, Use Regulations,
Section 5.11.4, SOLAR FARMS.

Description of Need for Proposed Text

County Council has instructed
staff to propose a text amendment to only allow
SOLAR FARMS AS a Conditional Use Permit in the
Agricultural Residential District (AR).

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name

Address

City

Fax

Lancaster County
101 N. Main Street
Lancaster SC Zip 29720 Phone 803-416-9300
Email Swillis@lanastercountysc.net

Exhibit 1

APPLICATION CERTIFICATIONS

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Steve Willis
Applicant

4-11-18
Date

Property Owner(s)

Date

Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

Application Number UD0-1A-018-005 Date Received 4-11-18 Receipt Number —

Amount Paid Fee Waived Check Number — Cash Amount —

Received By JB Planning Commission Meeting Date 4-17-18

SCHEDULE/PROCESS

1. Submit Application

- The deadline for this application is at least 30 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.

Lancaster County Unified Development Ordinance—Use Table

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

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

Exhibit 2

* (Ord. No. 2017-1468, 9.25.17)
** (Ord. No. 2018-1492, 2.12.18)
*** (Ord. No. 2018-1494, 3.12.18)

1. Building-mounted solar energy systems may be mounted on principal and accessory structures.
2. All applicable setback regulations apply to building-mounted solar energy systems. Systems mounted on principal structures may encroach into interior side and rear setbacks in accordance with Chapter 1.
3. Only building-integrated and/or flush-mounted solar energy systems may be installed on street-facing building elevations.
4. Solar energy systems may not extend more than 3 feet above the applicable maximum building height limit for the subject building type or more than 5 feet above the highest point of the roofline, whichever is less.

C. Ground-Mounted Solar Energy Systems

1. In residential zoning districts, ground-mounted solar energy systems may not be located in a required street setback or street yard area.
2. Ground-mounted solar energy systems may be located within required interior side and rear setbacks.
3. Ground-mounted solar energy systems are subject to applicable accessory structure height and lot coverage regulations.

5.11.4 SOLAR FARMS

- A. Applicability:** The purpose of this subsection is to provide standards for fixed-panel photovoltaic solar farms consisting of ground-mounted solar panels that capture energy from the sun and convert it to electricity. The provisions of this section are based on a ground-mounted photovoltaic facility using a construction technique and panels that support the flow of rainwater between each module and the growth of vegetation beneath the arrays, thereby limiting the impacts of stormwater runoff with minimal disturbance to the existing ground and grading of the site. Based on solar farm designs, the use is low intensity with minimal trip generation, low amounts of impervious cover, and low emission thus the use is compatible in rural agricultural areas and industrial uses.
- B. Setbacks/Height:** Solar farms shall be setback from adjacent street right-of-way at least 50 feet. In addition, solar power plant structures must be located at least 150 feet from all residential uses. Additional setbacks may be required to mitigate noise and glare impacts or to provide designated road or utility corridors, as identified in the review process. Structures shall not exceed 20 feet in height.
- C. Landscaping/Screening Requirements:** In addition to setbacks, screening shall be required by providing landscape within the buffer which achieves a minimum height of 10 feet within 3 years. The intent is to provide sufficient screening, through a combination of buffers, fencing, landscaping, and/or landscaped berms to obscure the solar equipment from exterior view from adjoining property owners and public right of ways.

A visually opaque screen shall be provided for any adjacent property that is residentially zoned or residential use. An opaque screen is intended to exclude a visual contact with the solar equipment from any protected property, street or public right of way. An opaque screen may be composed of a fence, landscaping, landscaped berm, or combination thereof. Natural areas as detailed below may also be used to meet screening requirements.

Natural areas: An existing vegetated area located on the same property as the solar farm; is within or includes the required buffer; and is of sufficient height, length, and depth and contains adequate and sufficient healthy vegetation to provide a visually opaque screen

where required. The Administrator may determine that further screening improvements shall not be required.

- D. **Fencing:** A security fence shall be required at least 8 feet in height to secure the solar equipment unless a taller fence is needed in order to obscure the solar equipment from exterior view; the fence can be on top of the berm in order to achieve this goal. A chain link fence shall not be allowed unless it is screened from exterior view from adjoining property owners and public right of ways; screening may include plantings to create a "living fence", or to obscure the view of the fence. Breaks in fencing may be allowed or required to facilitate wildlife needs where natural features provide appropriate barriers to access by humans for security and safety purposes.
- E. **Construction and Operation:** The design, construction, and operation of the facility shall minimize soil disturbance to the maximum extent possible and shall not substantially alter drainage from the site nor prohibit continued use of the site for wildlife passage.
- F. **Application Requirements:**
 - 1. A site plan shall denote the dimensions of the parcel, proposed solar farm location (arrangement of panels), distance from the proposed area to all property lines, and location of the driveway(s). No portion of the system area may encroach into the required setbacks and any buffer area(s).
 - 2. The site plan should also identify setbacks and any project boundary buffer(s), access routes, and proposed road improvements.
 - 3. The site plan should show any adjacent existing inhabitable structures and residentially zoned property or residential uses; existing utilities, pipelines, and transmission lines; proposed utility lines; utility and maintenance structures; existing topographic contours; proposed grading; areas of natural vegetation removal; revegetation areas and methods; existing and proposed drainage; erosion control; any floodplains or wetlands; and other relevant items identified by the Administrator or Planning Commission.
 - 4. Horizontal and vertical (elevation) to-scale drawings with dimensions must be submitted. The drawings must show the location of the system on the property.
 - 5. State and local Stormwater permits may be required based upon ground cover.
 - 6. All facilities shall be required to obtain all necessary permits from the South Carolina Department of Health and Environment Control and all applicable federal permits.
- G. **Installation and Design**
 - 1. **Approved Solar Components** – Electric solar energy system components must have a UL listing and must be designed with anti-reflective coating(s).
 - 2. **Compliance with Building and Electrical Code** – All solar farms shall meet all requirements of the International Building Code with South Carolina Amendments.
 - 3. **Lighting** – Lighting of the solar facility and accessory structures shall be limited to the minimum necessary and full cut-off lighting may be required when determined to be necessary to mitigate visual impacts.
 - 4. **Glare** - No facility shall produce glare that would constitute a nuisance to occupants of neighboring properties or person traveling neighboring roads.
 - 5. **Noise** - No noise shall be produced that exceeds 45 dBA, as measured at any existing neighboring residence.

6. Buffers and Landscaping – The facility must comply with Section 7.1.5 buffers and landscaping requirements.
7. Clearly visible warning signs shall be placed on the fence/facility perimeter to inform individuals of potential voltage hazards.

H. **Height Restrictions and FAA Hazard Review:** Compliance with any applicable McWhirter Field Aviation Overlay requirements and the ability to comply with FAA regulations pertaining to hazards to air navigation must be demonstrated.

I. **Decommissioning Plan:** The plan shall describe the decommissioning and final land reclamation plan to be followed after the anticipated useful life, or abandonment, or termination of the project, including evidence of proposed commitments with affected parties (County, any lessor, or property owner, etc.) that ensure proper final reclamation of the solar energy project. Among other things, revegetation and road repair activities should be addressed in the plan.

5.11.5 WIRELESS COMMUNICATIONS FACILITY [AR, RR, RN, RUB, MH, LDR, MDR, PB, NB, GB, RB, INS, LI, HI, M, UR, HDR, RMX, MX, IMX]

A. **Scope:** This section shall regulate all communications broadcasting, towers, support structures, antennas, broadcast receiving facilities and equipment, and any combination thereof, except the following:

1. Television sets.
2. AM and FM radio receivers.
3. Amateur (HAM) radio receivers and transmitters.
4. Citizen band (CB) radio receivers and transmitters, cellular telephones, pagers, and similar personal communication devices.
5. Facilities which qualify as accessory structures as per Chapter 1.

B. **Permitted Locations:** The following wireless telecommunications facilities are permitted, as outlined in Section 2.5.3 provided they meet the supplemental use standards in this section.

Height of Proposed Facility	Use Allowance	Permitted Districts	Other Permitted Locations (in any district)	Additional Standards
60' or Less And Concealed	PR	All Districts except OSP	Government facilities; Public parks and utility structures; Within any building or structure whose primary purpose is not to support communications equipment, such that the facility is completely concealed.	Setbacks shall be the same as for any principal or accessory structure in the district.
60.01'-199.99'	PR	PB, NB, GB, RB, INS, LI, HI, M	n/a	The facility shall be camouflaged in a manner so as to reflect the characteristics of the neighborhood or its environs as approved by the Administrator.

Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2018-1518
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	June 25, 2018

Issue for Consideration:

Due to the withdrawal of municipal participation in the Joint Recreation Commission we propose to restructure it into the Recreation Advisory Board, more along the lines of other county boards or commissions.

Points to Consider:

The proposed ordinance would dissolve the existing commission no later than August 31, 2018 and replace it with a newly constituted seven member commission. The municipal positions would be eliminated. As with other boards and commissions the municipal residents would be represented by their county appointee (Heath Springs – District 6, Kershaw – District 6, Lancaster – Districts 2 and 4, Van Wyck – District 1).

New members would be appointed by County Council; however, current appointees could certainly be considered at the discretion of each Council member.

This would remove some authority, such as the ability to create rules that resulted in potential criminal violations, and return the same to County Council.

Funding and Liability Factors:

N/A, no change in budgetary authority is requested.

Council Options:

Approve or reject the Ordinance.

Staff Recommendation:

Approve the Ordinance.

Committee Recommendation:

Forwarded without recommendation by the I&R Committee. There was some discussion regarding having specific municipal representation but the consensus was they would be represented by the County Council appointee.

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2018-1518

COUNTY OF LANCASTER

AN ORDINANCE

TO DELETE IN ITS ENTIRETY AND REMOVE FROM THE LANCASTER COUNTY CODE OF ORDINANCES ARTICLE II, JOINT RECREATION COMMISSION, SECTION 24-21 THROUGH SECTION 24-31; TO DISSOLVE THE JOINT RECREATION COMMISSION; TO CREATE AND ESTABLISH THE LANCASTER COUNTY RECREATION ADVISORY BOARD.

WHEREAS, through the passage of Ordinance No. 828 on June 4, 2007 and the subsequent passage of various related ordinances, Lancaster County created the Joint Recreation Commission, the purpose of the commission being to manage, supervise, maintain and control the use of all recreation and park properties located in Lancaster County owned by the county, the City of Lancaster, the Town of Heath Springs and the Town of Kershaw; and

WHEREAS, over the course of the last decade, the countywide growth in population has substantially impacted the recreational needs throughout Lancaster County, thereby creating the need for a modification of the oversight and management of the services provided to the county's citizens and residents; and

WHEREAS, in addition to the population growth, additional factors, including the advanced professionalism of the county recreation staff and the desire of the county to have a more direct oversight responsibility of the county's recreational needs, County Council has determined that it would be in the best interest of the county that the recreation staff, the County Administrator and the County Council assume a more active role in, not only the operation of the county's recreational needs, but also in the study and decisions that will impact and determine the continued advancement of the programs demanded by the county's growing population; and

WHEREAS, in order to accomplish the desired goals noted above, County Council has formulated a plan and policy set forth hereinafter.

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

Section 1. Dissolution of the Joint Recreation Commission.

A. Not later than August 31, 2018, the Joint Recreation Commission shall be and hereby is declared to be dissolved. During the interim period, any decision made by the Joint Recreation Commission shall be subject to the consent and approval of the County Administrator following his discussion with the County Chairman;

B. Effective upon passage of this ordinance, the Lancaster County Code is amended to the extent that Article II, Section 24-21 through Section 24-31 of the Lancaster County Code is deleted in its entirety.

Section 2. Establishment of the Lancaster County Recreation Advisory Board.

A. Effective upon passage of this ordinance, there hereby is created and established the Lancaster County Recreation Advisory Board.

B. Effective upon the passage of this ordinance, the Lancaster County Code of ordinances shall be amended by the following deletion and additions:

(1) **Article XI, Section 2-301(b)** – reference to the Joint Recreation Commission therein shall be deleted.

(2) **Article XI, Division 7. Recreation Advisory Board** shall be added, including the following Sections:

(a) Section 2-386 Purpose and objectives.

The purpose and objective of the Recreation Advisory Board shall be as follows:

1. To make recommendations to the County Council for the parks and recreational needs of the county and the implementation of plans established by Council;
2. To promote parks and recreation activities within the entire county;
3. In conjunction with the Director of Parks and Recreation, to oversee the expenditure of monies appropriated by the County Council for parks and recreation purposes.

(b) Section 2-387 Composition of Board.

1. The Board shall be composed of seven (7) members, all of whom shall be Lancaster County residents. Each Council member shall have one (1) appointment. It shall not be necessary that the appointee reside in the district of the council member making the appointment. At no time may the Board have three (3) or more members residing within the same council district.
2. The term of office for all Board members is four (4) years, commencing on July 1 and ending on June 30. A person who has served two (2) consecutive terms on the Board is ineligible for an additional appointment without there being a one-year period prior to an additional appointment. Time served in filling a vacancy shall not be included in the term limitation. Members do

not continue to serve until their successor is appointed. Vacancies shall be filled in the same manner as the original appointment.

(c) Section 2-388 Initial terms of office; vacancies.

1. Members of the Board serve at the pleasure of Council and can be removed with or without cause.
2. A person who is a coach for a team playing in a program of the parks and recreation department is ineligible for service on the Board.
3. A member of the Board who misses three meetings in any fiscal year automatically vacates membership on the Board. However, the Chairman of the Board has the authority to excuse the attendance of a Board member in the event of an emergency deemed acceptable in the Chairman's sole discretion provided that the absence is requested in advance and announced at the time of the meeting in which the absence occurs.
4. All members serve without compensation.
5. The initial terms of members shall be staggered. Members initially appointed to represent Council Districts 1, 3, 5, and 7 shall serve through June 30, 2021. This term shall be deemed to be a full term. Members initially appointed to represent Council Districts 2, 4, and 6 shall serve through June 30, 2019. This term shall not be deemed a full term. All terms beyond the initial term shall be for four (4) years.
6. At the first meeting following July 1 of each year, the Board membership shall elect a member to serve as Chairman for a one year period. There shall be a limit of no more than three (3) years of consecutive service as Chairman.

(d) Section 2-389 Meetings;

1. Board meetings shall be held no less than every other month or, alternatively, more often as deemed necessary and appropriate by the Board Chairman and/or the Director of Parks and Recreation.
2. All meetings shall be open meetings and advertised as required by the South Carolina Freedom of Information Act. An agenda for each meeting shall be established pursuant to the guidelines found in Robert's Rules of Order.

(e) Section 2-390 Records and reports;

The Board shall maintain written, summary minutes of its meetings, including therein the date of the meeting, the members present and the business and topics discussed. A copy of Board meeting minutes shall be forwarded to the Clerk to Council within thirty (30) days of each meeting.

(f) Section 2-391 Freedom of Information.

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

Section 3. Severability.

If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the other 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 other county legislation, the provisions contained in this Ordinance supersedes all other provisions and this Ordinance is controlling.

Section 5. Effective Date.

This Ordinance shall become effective upon the passage of 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:	June 25, 2018	
Second Reading:	July 16, 2018	(Tentative)
Third Reading:	August 13, 2018	(Tentative)



Ordinance # / Resolution#: Ordinance 2018-1523
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: June 25, 2018

Issue for Consideration:

Project Green Onion is a headquarters facility looking to expand its operations in the Charlotte Region. The project is expected to invest \$40 million and create 117 new jobs over five years. As of January 1, 2018 the company had 182 existing positions that will be relocated to the new facility. The hourly wage rate for the new positions will range from \$23.16-\$75.62. The project has considered locating the new headquarters in Lancaster County and other communities in the region.

Since January 2017, the Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce have worked with Project Green Onion to identify properties in the county suitable for the company's new headquarters and county/state incentives that could be made available for the project. Project Green Onion has placed a purchase contract on an existing building in Indian Land that they expect to execute the first week of July provided county and state incentives can be made available for the project.

LCDED is recommending the following county incentives be provided to Project Green Onion in order for the company to locate its new headquarters in Lancaster County:

- 1) Approve the assignment, from seller to buyer, of the existing Fee-In-Lieu-of-Tax (FILOT) agreement on the building that is being purchased. The twenty year FILOT has seven years remaining on it. The FILOT provides a property tax assessment rate of 6% (which is the standard assessment rate for office) and locked in millage rate of 262 mills.
- 2) A ten year extension of the existing FILOT.
- 3) A Special Source Revenue Credit (SSRC) for three years following the existing FILOT expiration that will allow the ad valorem payments to equal those under the existing FILOT.
- 4) A seven year SSRC at 55% annually for all new personal property and building improvements made during the first five years of the project.

Points to Consider:

- The project will result in a long standing and respected financial services firm locating its new headquarters in Lancaster County.
- The project will create a large number of new, high salary positions that are in addition to the company's current employees that will move to the new facility.

- The project will provide 100% occupancy to an existing building in Indian Land that has a current vacancy rate of 27%.

Funding and Liability Factors:

There is no funding required or liability factors.

Council Options:

Vote to approve or decline the Ordinance.

Recommendation:

Favorable recommendation from the Administration Committee. Approve Ordinance 2018-1523.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1523

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT GREEN ONION, INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH RESPECT TO CERTAIN ADDITIONAL INVESTMENT TO BE MADE BY PROJECT GREEN ONION.

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

Section 1. Findings and Purpose.

A. 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 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) a company known for the time being as “Project Green Onion” (the “Company”), is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties, 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 Forty Million Dollars (\$40,000,000.00) over five (5) years (the “Project”), with the Project also expected to result in the creation of at least one hundred seventeen (117) new full-time jobs;

(d) by passage of Resolution No. ____-R2018, an inducement resolution for the Project, Council committed itself to (i) provide special source revenue credits to the Company, (ii) enter into an amendment to an existing Fee Agreement (the “First Amendment”) and to a Special Source Revenue Credit Agreement (the “SSRC Agreement”) with the Company, (iii) consent to the assignment of the existing Fee Agreement to the Company, and (iv) locate the Project in a multi-county park.

B. It is the purpose of this ordinance to effectuate, in part, the commitments of the County to Project Green Onion, specifically, the approval of an SSRC Agreement and the approval of the First Amendment.

Section 2. Approval of Agreements.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a facility in the State, the County hereby authorizes, ratifies, and approves (i) the First Amendment, and (ii) the SSRC Agreement.

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 and other agreements 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 Agreements.

The form, terms, and provisions of the First Amendment, attached hereto as Exhibit A, and the SSRC Agreement, attached hereto as Exhibit B, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if such agreements were set out in this ordinance in their entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment and the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the First Amendment and the SSRC Agreement to be delivered to the

Company. The First Amendment and the SSRC Agreement are to be in substantially the forms 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 agreements attached to this ordinance.

Section 5. 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 First Amendment and the SSRC Agreement and the performance of all obligations of the County under and pursuant to the First Amendment and the SSRC Agreement.

Section 6. 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 7. 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 8. 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:	June 25, 2018	
Second Reading:	July 16, 2018	(Tentative)
Public Hearing:	July 16, 2018	(Tentative)
Third Reading:	August 13, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1523

First Amendment to Fee Agreement

See attached.

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Exhibit B to Ordinance No. 2018-1523

Special Source Revenue Credit Agreement

See attached.

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FIRST AMENDMENT
TO
FEE AGREEMENT
BETWEEN LANCASTER COUNTY, SOUTH CAROLINA
AND
[PROJECT GREEN ONION]

[_____], 2018

FIRST AMENDMENT TO FEE AGREEMENT

This FIRST AMENDMENT TO FEE AGREEMENT ("First Amendment") is made and entered into as of [____], 2018, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as the governing body of the County and [PROJECT GREEN ONION], a [____] (the "Company").

WITNESSETH:

WHEREAS, the Company is party by assignment to that certain Amended and Restated Fee Agreement, dated as of August 14, 2017, between the County and AG-APG Edgewater Property Owner, L.L.C. (the "Fee Agreement"); and

WHEREAS, the County, acting by and through the County Council and pursuant to Title 12, Chapter 44 (the "Act") agreed to enter into the Fee Agreement, as subsequently assigned to the Company, concerning certain investments in the County (the "Project"); and

WHEREAS, the Company and the County desire to make certain amendments to the Fee Agreement to extend the term of the Fee Agreement, as more fully set forth herein; and

WHEREAS, the County Council, by passage of Resolution No. ____-R2018, an inducement resolution for Project Green Onion, committed to enter into this First Amendment and by passage of Ordinance No. 2018-____ authorized and approved the execution and delivery of this First Amendment; and

WHEREAS, the County Council, based on information provided by the Company, has made a finding of substantial public benefit to be derived from agreeing to the amendment of the Fee Agreement as provided in this First Amendment.

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

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. *Period for Calculation of Payments.* Section 5.1(d) of the Fee Agreement is amended to read:

“(d) Any property that was placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b) above, for a period not exceeding 30 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to

paragraphs (a), (b) and (c) above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. Replacement Property shall be deemed to replace the oldest property subject to this Fee Agreement which is disposed of in the same tax year that the Replacement Property is placed in service. More than one piece of Replacement Property can replace a single piece of economic development property. Replacement Property does not have to serve the same function as the property it is replacing. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 30-year fee period for the property which it is replacing.”

Section 3. *Fee Term.* Section 5.3 of the Fee Agreement is amended to read:

“With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is the twenty-ninth year following the first property tax year in which such Stage is placed in service; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period or such longer period of time as shall be legally required or permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.”

Section 4. *Notices.* The addresses for notices to the Company, as provided in Section 11.2 of the Fee Agreement, are amended to read:

“If to the Company:

[
]
[
]
[
]

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

Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, SC 29401
Attention: Stephanie L. Yarbrough
Facsimile: (843) 410-2351
Email: stephanie.yarbrough@wbd-us.com”

Section 5. *Representations and Warranties.* (A) Company represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a _____ organized and existing and in good standing under the laws of _____, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this First Amendment, and (iv) by proper action has approved this First Amendment and authorized its officials to execute and deliver it.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a body politic and corporate and a political subdivision of the State of South Carolina, (ii) is authorized by the Act to enter into this First Amendment, (iii) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this First Amendment.

Section 6. *Fee Agreement.* Except as specifically modified in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

Section 7. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 8. *Effective Date.* This First Amendment is effective upon its execution by the parties to it, *provided, however,* Sections 2, 3 and 4 are effective at the same time as the assignment of the Fee Agreement from _____ to the Company is effective.

(signatures appear on following pages)

IN WITNESS WHEREOF, the County and the Company, pursuant to due authority, have duly executed this Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

(company signatures follow on next page)

[Project Green Onion],

a [_____]

By: _____

Name:

Title:

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is entered into as of [____], 2018, by and between [PROJECT GREEN ONION], a [____] (the "Company"), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County").

RECITALS

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

WHEREAS, the Company is considering the development of a corporate headquarters facility, by construction or purchase of certain Land (as defined below), buildings, structures, appurtenances, furnishings, fixtures, machinery, apparatus, and equipment, in the County (the "Project"). The Company anticipates that the Project will result in an investment over five (5) years of approximately Forty Million Dollars (\$40,000,000.00) in the County, with the Project also expected to result in the creation of at least one hundred seventeen (117) new full-time jobs;

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

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

WHEREAS, by Ordinance No. [2018-____], enacted on [____], 2018, Council authorized the execution and delivery of this Agreement.

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

ARTICLE I DEFINITIONS

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

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

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

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

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

“Company” shall mean [____], a [____], and its successors and assigns, as permitted herein.

“Cost” or *“Cost of Infrastructure”* means the cost of Infrastructure incurred by the Company, whether incurred prior to or after the date of this Agreement, including, to the extent permitted by the SSRC Law, but not limited to: (i) the cost of designing, acquiring, constructing, improving or expanding the Infrastructure; (ii) design, engineering and legal fees incurred in the design, acquisition, construction or improvement of the Infrastructure; (iii) obligations reasonably incurred for labor, materials and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (iv) the reasonable cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (v) the reasonable expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (vi) all other reasonable costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

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

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

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

“*Existing Fee Agreement*” shall mean the Amended and Restated Fee Agreement between the County and AG-APG Edgewater Property Owner, L.L.C., dated as of August 14, 2017, assigned to the Company, and as amended.

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

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

“*Investment Period*” shall mean the period beginning with the first day that personal property or building renovations constituting the Project are purchased by the Company or any Co-Investor, and ending on the date that is five (5) years from the end of the property tax year in which the first such property is placed in service.

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

“*Land*” shall mean and refer to the real property in the County more specifically identified in the records of the County Assessor by Parcel Identification No. [_____].

“*New Full-Time Job*” means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits, paying an average hourly wage rate not less than the Wage Requirement.

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

“*Park Agreement*” shall mean the [Name of Park Agreement] as of [_____], between the County and [_____] County, South Carolina, as from time to time amended and updated, and as authorized by the MCP Laws.

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

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

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

“State” shall mean the State of South Carolina.

“Wage Requirement” means Twenty Dollars (\$20.00) per hour. The hourly wage rate of twenty dollars (\$20.00) shall be adjusted on December 31, 2023, to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years six through ten of the Project. On December 31, 2028, the hourly wage rate shall be adjusted to the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue and applied to years eleven through fifteen of the Project.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

Section 2.05 Covenants of the County.

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

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

Section 2.06 Covenants of the Company.

(a) For the Project, the Company, and each Co-Investor, agrees and commits to the number of New Full-Time Jobs and the total number of jobs for the Project, at the following employment levels and in the designated timeframes:

(i) to have employed, as measured over the base number of employees of one hundred eighty-two (182) (the “Base Number of Employees”), in New Full-Time Jobs an average of not less than seven (7) during the twelve month period ending December 31, 2019, for a total number of jobs not less than one hundred eighty-nine (189),

(ii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than twenty-three (23) during the twelve month period ending December 31, 2020, for a total number of jobs not less than two hundred five (205),

(iii) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-two (42) during the twelve month period ending December 31, 2021, for a total number of jobs not less than two hundred twenty-four (224),

(iv) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than sixty (60) during the twelve month period ending December 31, 2022, for a total number of jobs not less than two hundred forty-two (242),

(v) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than eighty-two (82) during the twelve month period ending December 31, 2023, for a total number of jobs not less than two hundred sixty-four (264), and

(vi) to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-three (93) during the twelve month period ending December 31, 2024, and each twelve month period thereafter in which the Company is receiving a Special Source Revenue Credit, for a total number of jobs not less than two hundred seventy-five (275).

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. The Base Number of Employees shall be based on the number employed in the County as part of the Company’s headquarters’ operation and shall not include employees at other Company locations.

(b)(1) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses, *provided, however*, the maximum total reimbursement for Administrative Expenses pursuant to this subsection (b)(1) is capped at Five Thousand Dollars (\$5,000.00).

(2) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee Payments and Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection (b)(2) is capped at One Thousand and No/100 dollars (\$1000.00).

(c) The Company acknowledges that under the MCP Laws, the Project and Land is exempt from *ad valorem* property taxes and that the Company is required to make annual Fee

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

(d) The Company agrees to maintain a membership in the Lancaster County Chamber of Commerce for the term of this Agreement.

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

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the Project or terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event the Company shall indemnify and hold them harmless against all claims by or on behalf of any Person or other legal entity arising out of the same and all costs and expenses, including, but not limited to, attorneys’ fees incurred in connection with any such claim or in connection with any action or proceeding brought thereon. If any action, suit, or proceeding is brought against any

Indemnified Party, such Indemnified Party shall promptly notify the Company and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; *provided*, the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

ARTICLE III SPECIAL SOURCE REVENUE CREDITS

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

Section 3.02 Special Source Revenue Credits.

(a) The County agrees to provide Special Source Revenue Credits to the Company against the Fee Payments due with respect to any real and/or personal property comprising the Project to be applied in the manner and to the extent provided in this section. The County tax officials shall apply the Special Source Revenue Credits against the Fee Payments that would otherwise be due from the Company. Such Special Source Revenue Credits shall be applied as follows:

(i) For each year of investment in personal property (including machinery and equipment) and building renovations placed in service by the Company during the Investment Period, Special Source Revenue Credits shall be provided in the amount of fifty-five percent (55%) of Fee Payments due with respect to such investment, for a period of ten (10) years following each such year's investment (the "Fifty-Five Percent SSRC"); and

(ii) For each of the first three (3) years following the year in which the term of the Existing Fee Agreement terminates with respect to the Land and building comprising the Project as of the date of this Agreement, Special Source Revenue Credits shall be provided such that the total amount of Fee Payments due with respect to the Project for such year shall be no more than Three Hundred Fifty-Six Thousand Eight Hundred Forty-Four Dollars (\$356,844.00).

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

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

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

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

(f) Company agrees that the Fifty-Five Percent SSRC for a year shall be reduced to the extent that the Company fails to meet the total number of jobs set in the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year.

Example. As an example of how the Fifty-Five Percent SSRCs are adjusted when the Jobs Commitment is not met, and by way of example only: Assume that a determination is being made on the FILOT Payments for the third year of the Project. The amount of the Fifty-Five Percent Credit to be applied for the third year of the Project would be based on the extent to which the Company satisfied the Jobs Commitment in the second. Assume that in the second year the Jobs

Commitment number is an average of two hundred-five (205) total jobs and the actual average number of jobs satisfying the Jobs Commitment is one hundred ninety-five (195), and the Special Source Revenue Credit to which the Company would otherwise be entitled for the Fee Payment due is \$50,000.00, then the reduction of the Fifty-Five Percent SSRC pursuant to this subsection (f) would be calculated as follows:

Jobs Commitment for prior period: 205 average total number of jobs

Actual average number of jobs for prior period: 195 jobs

Reduction of Fifty-Five Percent SSRC for Fee Payment for third year:

$$[205 - 195] / 205 = 10 / 205 = 4.878\%$$

$$4.878\% \times \$50,000.00 = \$2,439.02$$

ARTICLE IV TITLE TO INFRASTRUCTURE

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

ARTICLE V DEFAULTS AND REMEDIES

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

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

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

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

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

ARTICLE VI MISCELLANEOUS

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

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

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

Section 6.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any

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

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

(a) As to the County:

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

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

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

(b) as to the Company:

[_____]
[_____]
[_____]

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

Womble Bond Dickinson (US) LLP
Attn: Stephanie L. Yarbrough
5 Exchange Street
Charleston, SC 29401
Telephone: (843) 720-4621
Email: stephanie.yarbrough@wbd-us.com

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

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

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

Section 6.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto.

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

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

Section 6.11 Termination.

(a) The term of this Agreement shall be from the effective date of this Agreement until all Special Source Revenue Credits allowed by this Agreement have been applied to Fee Payments due from the Company unless earlier terminated pursuant to Section 3.02(c) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to this Section 6.11(b).

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

Section 6.12. Confidential Information.

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

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes

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

[EXECUTION PAGES FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Larry Honeycutt, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

[COMPANY SIGNATURES FOLLOW ON NEXT PAGE]

[_____]

By: _____
Name: _____
Title: _____

SUMMER 2018

SOUTH CAROLINA

RECREATION & PARKS ASSOCIATION

2018 SCRPA
MEMBER DIRECTORY

PERSEVERANCE -
DO WE TEACH OUR
KIDS WHAT IT TAKES?

KEEPING
HISTORY
ALIVE

IN SOUTH CAROLINA

TAKE TIME TO
THINK & REFLECT



REVIVING HISTORY FOR LANCASTER COUNTY

By Hal Hiott, Director, Lancaster County Parks and Recreation

Summer camp, afterschool programs, youth and adult sports, walking trails, boat ramps and disc golf highlight some of the more traditional things that go on within Lancaster County Parks and Recreation. However, just recently there has been a push to revive a long standing Memorial Battle Field that helped shape the history of the Revolutionary War. Lancaster County Parks and Recreation maintains a one acre park in the Buford community of Lancaster County. This small park contains the mass grave of 113 Continental soldiers that were murdered in a battle known as the Buford Massacre. Today the Park serves as a memorial to those brave soldiers and what their sacrifice meant to the war effort.



Lancaster County Parks and Recreation, Friends of the Buford Battleground, and Buford High School's ROTC Program gather in March each year to cleanup the historic site. Taking down old fence lines, leaf pick up, tree pruning, and painting fences are just a few of the things being done. The friends group has been raising funds to do upgrades and use this park to teach school kids the history as it pertained to the war. Walking areas, kiosks telling about the battle, grave markers, fencing, flag poles and picnic areas have been new additions to the park. The group, in cooperation with Lancaster County, plans to do more landscaping



which will include a brick wall and flower gardens throughout the park.

Each year there are ceremonies to honor the fallen soldiers. There is even a reenactment of the actual battle. As a lot of memorials seem to go by the way side, Lancaster County Parks and Recreation, Friends of the Buford Battleground, and the young people from Buford High School are working to make sure people know the history and strive to improve the experience for all people to enjoy.

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MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, June 25, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, July 16, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, July 17, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Chambers, Administration Building
Tuesday, July 17, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday, July 19, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building
Monday, August 13, 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