

Lancaster County Council Regular Meeting Agenda

Monday, July 16, 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 Brian Carnes**
4. **Approval of the Agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Recognition of Annsley Vick, Miss Junior High School America – ***Presented by Chairman Steve Harper***
 - b. Recognition of 2018 Achievement Award Winner for “Highways and Heelsplitters: Improving Quality of Life for Citizens and the Environment” to Jeff Catoe, Director of Public Works – ***Presented by Chairman Steve Harper***
 - c. Potential Plan to close Hector Road Railroad Crossing – Presented by Bjorn Hansen, Transportation Planner from Union County, North Carolina and CSX Representative (***See Item 8d – Resolution 1010-R2018***)
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 25, 2018 County Council regular meeting – ***pgs. 7-15***

- b. **3rd 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. Passed 6-0 at the June 25, 2018 County Council Meeting. – Penelope Karagounis – pgs. 16-17*
- c. **3rd 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. Passed 6-0 at the June 25, 2018 County Council Meeting. – Penelope Karagounis – pgs. 18-19*
- d. **3rd 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. Passed 6-0 at the June 25, 2018 County Council Meeting. – Penelope Karagounis – pgs. 20-21*
- e. **2nd 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). Passed 6-0 at the June 25, 2018 County Council Meeting. – Jamie Gilbert – pgs. 22-49*

8. Non-Consent Agenda

- a. **Resolution 1007-R2018 regarding Adoption of Transition Plan In Accordance with the Americans With Disabilities Act**
Resolution Title: A Resolution to Adopt A Transition Plan In Accordance With The Americans With Disabilities Act of 1990. – *Steve Willis – pgs. 50-74*
- b. **Resolution 1008-R2018 regarding Amending Resolution #529 Related to the Grievance Policy for the Americans With Disabilities Act**
Resolution Title: A Resolution To Amend Section Four (4) Of Resolution #529 Related To The Grievance Policy For The Americans With Disabilities Act; To Adopt An Updated Reasonable Accommodations Policy; And Other Matters Related Thereto. – *Steve Willis – pgs. 75-77*

- c. **Resolution 1009-R2018 regarding Approval of County's Acceptance of Barnett Medical Center building**
Resolution Title: A Resolution To Approve The County's Acceptance Of A Gratuitous Offering Of A 2.904 Acre Parcel Of Real Property Located At 1228 Colonial Commons Court Upon Which Is Situated A Multistory Building Identified As The Barnett Medical Center Containing Finished Office Space Exceeding Forty-Six Thousand Square Feet. – *John Weaver – pgs. 78-81*
- d. **Resolution 1010-R2018 regarding Support for the NCDOT Proposal to Close the Hector Road Crossing**
Resolution Title: A Resolution To Voice The Support Of The Lancaster County Council To The Proposal Brought Forward By The North Carolina Department Of Transportation And The CSX Railroad To Close The Hector Road Crossing Located Immediately North Of Highway 75 And To Replace That Crossing With A Railroad Overpass On Helms Road. – *Steve Willis – pgs. 82-88*
- e. **3rd 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. Passed 5-1 at the June 25, 2018 County Council Meeting (Jack Estridge opposed). – Penelope Karagounis – pgs. 89-90*
- f. **Public Hearing and 3rd 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 \$14,000,000 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. Passed 6-0 at the June 25, 2018 County Council Meeting. - John Weaver – pgs. 91-104*
- g. **3rd 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). Passed 4-2 at the June 25, 2018 County Council Meeting (Jack Estridge and Steve Harper opposed). – Penelope Karagounis – pgs. 105-116*

- h. **2nd 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. – *Passed 5-1 at the June 25, 2018 County Council Meeting (Jack Estridge opposed). - Steve Willis – pgs. 117-120*
- i. **1st Reading of Ordinance 2018-1524 regarding Rezoning Property Owned by Christine Adams**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 1 Acre Tract Of Property Owned By Ms. Christine Adams, Located At 391 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 121-126*
- j. **1st Reading of Ordinance 2018-1525 regarding Rezoning Application of Lancaster County to Rezone 2 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 ± 1.37 Acres Of Property Owned By Transformation Church, Located At 8984 & 8996 Charlotte Highway From MX, Mixed-Use District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 127-132*
- k. **1st Reading of Ordinance 2018-1526 regarding Special Source Revenue Credit Agreement with Project Wine**
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Project Wine, Providing For, Among Other Things, Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jamie Gilbert – pgs. 133-156*
- l. **1st Reading of Ordinance 2018-1527 regarding Amending the UDO regarding Chapter 8, updating the Flood Insurance Study**
Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Chapter 8, Section 8.1.7A., Flood Damage Prevention, So As To Update The Effective Date Of The Six New Flood Panels For The Wateree Watershed Flood Insurance Study. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 157-169*
- m. **1st Reading of Ordinance 2018-1528 regarding Amending the UDO regarding Chapter 5, Easement for Wireless Communications Tower**
Ordinance Title: An Ordinance To Amend Chapter 5, Use Regulations, Section 5.11.5, Wireless Communications Facility, Subsection E.2. Of The Unified Development Ordinance So As To Allow For An Additional Alternative For Setback Requirements. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 170-180*

n. **1st Reading of Ordinance 2018-1529 regarding Amending the UDO regarding Chapter 10, Definitions for Heavy and Light Industries**

Ordinance Title: An Ordinance To Amend A Section Of The Unified Development Ordinance, Chapter 10, Section 10.3 (Definitions, Use Type) – Industry, Heavy And Industry, Light. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 181-189*

o. **1st Reading of Ordinance 2018-1530 regarding placing Project Wine property in a Multi-County Park**

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through April 4, 2018, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Project Wine). – *Jamie Gilbert – pgs. 190-194*

9. **Discussion and Action Items**

a. Nomination for appointment to the Library Board for an At-Large position. – *pgs. 195-196*

- Margaret J. Bundy for appointment to fill an unexpired term ending on 6/30/2021

b. Nomination for appointment to the Fire Commission (Recommendations from the Fire Commission).

- Christopher Clanton for the Buford Fire Department
- Justin McLellan for the Lancaster City Fire Department
- Daniel Mahaffey for the Unity Fire Department
- Jason Laney for the Tradesville Fire Department

c. Nomination for appointment to the Library Board for District 5. – *pg. 197*

- Leocadia R. Francis for appointment to fill an unexpired term ending on 6/30/2021

d. Nomination for recommendation for appointment to the County Transportation Commission for District 4 – *pg. 198*

- Rodney Thomas

e. Nominations and Election of Council member for I-77 Alliance Board. – *Steve Harper*

f. Discussion of Timberline Road being removed from the County road system. – *Brian Carnes/John Weaver*

g. Pending Projects Update - *Steve Willis* – pgs. 199-200

- Animal Shelter
- Fleet Maintenance Garage
- Library
- EMS Headquarters
- Historic Jail
- Fire Study

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

11. Miscellaneous Reports and Correspondence

- a. Charter Communications – pgs. 201-202**

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

13. Executive Session

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

14. Calendar of Events – pg. 203

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

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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, June 25, 2018

Council Members present were Brian Carnes, Jack Estridge, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Terry Graham was absent. 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, Director of Fire Services Darren Player, Bruce Moeller from Fitch and Associates, Keep South Carolina Beautiful Director Mallory D. Biering, Palmetto Pride's Enforcement Program Manager Scott Morgan, Economic Development Director Jamie Gilbert, 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. Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the invocation.

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Approval of the Agenda

Councilman Jack Estridge requested that Item 7b on the Consent Agenda (2nd Reading of Ordinance 2018-1516) be moved to the Non-Consent Agenda. Steve Harper noted that Item 7b on the Consent Agenda would now become Item 8k on the Non-Consent Agenda. Steve Willis requested that a third Special Presentation be added to the agenda: an update on the Fire Study, which would become Item 5c. Steve Willis also stated that he wanted to provide an update on a road project before Executive Session. Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff. Council approved the agenda by a vote of 6-0.

Special Presentations

Clay Catoe, Emergency Management Services (EMS) Director, recognized Phillip Polston on his retirement and presented him with a plaque and his uniform retirement. The Indian Land VFW Post awarded Javario Crawford with the Post's EMS award and awarded Kenny Kelley with the Post's Sheriff's Officer Award.

Mallory D. Biering, Director for Keep South Carolina Beautiful, and Scott Morgan, Enforcement Program Manager for Palmetto Pride, presented a program about litter in South Carolina and the Palmetto Pride organization.

Bruce Moeller, Fitch and Associates, presented an update on the progress of the Fire Services study. He stated that a draft data report will be available for review in the next ten (10) to fourteen (14) days. He noted that the next steps in the study's process will be to: (1) receive feedback on the draft data report and finalize the data report and (2) draft the final report with recommendations and deliver it to the County.

Citizens Comments

Stefanie Stacks, Lancaster, SC, spoke regarding Ordinance 2018-1517.

Bill Ardrey, Lancaster, SC, spoke regarding English Road/Timberline Road.

Ben Levine, Indian Land, SC, spoke regarding the budget for Stormwater.

Sara Phillips, Lancaster, SC, spoke regarding Trap/Neuter/Return and the Animal Shelter.

Ann Robertson, Lancaster, SC, spoke regarding neighborhood litter and yard upkeep.

Maggie Bowers, Indian Land, SC, spoke regarding English Road/Timberline Road.

Gary Greene, Lancaster, SC, spoke regarding English Road/Timberline Road.

Wayne Kersey, Lancaster, SC, spoke regarding English Road/Timberline Road. He provided two handouts, which are attached as Schedule A.

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Ben White, Lancaster, SC, spoke regarding English Road/Timberline Road.

Waylon Wilson, Indian Land, SC, spoke regarding Ordinance 2018-1516. He provided two handouts, which are attached as Schedule B.

Steve Harper stated that he was going to allow the County Attorney to address the questions and discussion about the road issue (English Road/Timberline Road). John Weaver stated that he had the plat from the 1950's for Old English Road and that it is, in fact, a County road. He stated that a road remains a County road until it is removed from the system. He stated that if a gate is in place over a road, then it has to be permanently removed in order for the road to be maintained by the County. He explained the process for removing a road from the County system through the Court of Common Pleas. Brian Carnes requested that the July 16, 2018 Council agenda contain a discussion about removing the road from the County road system.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **a.**, Item **c.**, Item **d.** and Item **e.** below [*Item b. (2nd Reading of Ordinance 2018-1516) was removed from the Consent Agenda and placed on the Non-Consent Agenda*]. Seconded by Larry Honeycutt. No further discussion. Council approved Consent Agenda Items **a.**, **c.**, **d.** and **e.** below by unanimous vote of 6-0.

- a. Minutes from the June 11, 2018 County Council regular meeting
- 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.
- 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.
- 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.

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Non-Consent Agenda

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.

Larry Honeycutt moved to remove Resolution 0999-R2018 from the table for further action. Seconded by Charlene McGriff. Council removed Resolution 0999-R2018 from the table by unanimous vote of 6-0.

Brian Carnes moved to withdraw Resolution 0999-R2018 from further consideration. Seconded by Larry Honeycutt. Council withdrew Resolution 0999-R2018 from further consideration by unanimous vote of 6-0.

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.

Charlene McGriff moved to approve Resolution 1003-R2018. Seconded by Billy Mosteller. No further discussion. Council approved Resolution 1003-R2018 by unanimous vote of 6-0.

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.

Brian Carnes moved to approve Resolution 1004-R2018. Seconded by Charlene McGriff. Council approved Resolution 1004-R2018 by unanimous vote of 6-0.

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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.

Charlene McGriff moved to approve Resolution 1005-R2018. Seconded by Billy Mosteller. Council approved Resolution 1005-R2018 by unanimous vote of 6-0.

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.

Charlene McGriff moved to approve Resolution 1006-R2018. Seconded by Larry Honeycutt. Council approved Resolution 1006-R2018 by unanimous vote of 6-0.

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.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2018-1515. Seconded by Charlene McGriff.

Jack Estridge asked if the County was staying in the Charlotte Regional Partnership. Steve Willis indicated that the County is paying a quarterly membership. Charlene McGriff stated that the Economic Development Director, Jamie Gilbert, is monitoring the effectiveness of remaining in the Partnership. After discussion, Council determined that Jamie Gilbert should update Council quarterly on the effectiveness of being a member of the Charlotte Regional Partnership.

Council approved the 3rd Reading of Ordinance 2018-1515 by unanimous vote of 6-0.

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.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2018-1517. Seconded by Charlene McGriff.

John Weaver reviewed the estimates for the projects to be included in the bond. He noted that the soccer field estimates came in higher than expected because there were no firm estimates from professionals at the outset of the bond discussions. He further noted that now that all of the estimates for the projects are complete, the low estimate to complete all the projects would be thirteen point eight (13.8) million dollars and the high estimate to complete all the projects would be eighteen point six (18.6) million dollars. Charlene McGriff stated that the Council should stay with the original amount of money for the bond and cut the perks for the projects. Jack Estridge stated that he did not want to see the Heath Springs soccer complex cut. Brian Carnes stated that the bond would be underfunding all the projects if the Council stays with eleven (11) million dollars. He stated that the bond should not exceed fourteen (14) million dollars. Council, staff and the architect who prepared the estimates discussed the advantages and the disadvantages of grass soccer fields versus artificial turf soccer fields. Charlene McGriff moved to amend Ordinance 2018-1517 to read: An Ordinance Ordering A Referendum In Lancaster County, South Carolina, To Submit The Question Of Whether Lancaster County, South Carolina, Shall Issue Not Exceeding \$14,000,000 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. Seconded by Larry Honeycutt. Council voted to approve the amendment to Ordinance 2018-1517 by unanimous vote of 6-0.

Council approved the 2nd Reading of Ordinance 2018-1517 as amended by unanimous vote of 6-0.

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.

Billy Mosteller moved to approve the 2nd Reading of Ordinance 2018-1519. Seconded by Brian Carnes.

Penelope Karagounis stated at the last Council meeting, she was asked to research what other counties were doing as far as a maximum acreage on solar farms and she stated that she could not find other counties that have a maximum acreage for solar farms.

Council approved the 2nd Reading of Ordinance 2018-1519 by a vote of 4-2. Brian Carnes, Larry Honeycutt, Charlene McGriff and Billy Mosteller voted in favor of approving the 2nd Reading of Ordinance 2018-1519 and Jack Estridge and Steve Harper opposed.

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.

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Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1518. Seconded by Charlene McGriff.

Steve Willis explained that this ordinance will change the Board to an Advisory Board and that there will no longer be municipal appointments on the Board. John Weaver stated that if the Ordinance passes, the changes will become effective as of September 1, 2018. Jack Estridge stated that he does not want to lose the municipal appointment for Kershaw/Heath Springs.

Council approved the 1st Reading of Ordinance 2018-1518 by a vote of 5-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff and Billy Mosteller voted in favor of approving the 1st Reading of Ordinance 2018-1518 and Jack Estridge opposed.

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.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1523. Seconded by Billy Mosteller.

John Weaver noted that the name of the company will be announced at the 3rd Reading of the Ordinance.

Council approved the 1st Reading of Ordinance 2018-1523 by unanimous vote of 6-0.

2nd Reading of Ordinance 2018-1516 regarding a Rezoning Application of Lancaster County to Rezone 7 Properties from MX to GB (Moved from the Consent Agenda to the Non-Consent Agenda)

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 2nd Reading of Ordinance 2018-1516. Seconded by Billy Mosteller.

Jack Estridge asked what District member voted against the Ordinance at the Planning Commission meeting. Charles Deese, the Chairman of the Planning Commission, indicated that it was the District 7 member. Brian Carnes asked if this Ordinance is trying to match up the zoning of these properties to the original zoning before the Unified Development Ordinance (UDO) was passed and Penelope Karagounis responded that that is correct.

Council approved the 2nd Reading of Ordinance 2018-1516 by a vote of 5-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff and Billy Mosteller voted in favor of approving the 2nd Reading of Ordinance 2018-1516 and Jack Estridge opposed.

Discussion and Action Items

Committee Reports:

I&R Committee:

Larry Honeycutt reported that the I&R Committee met on June 12, 2018. He stated that the Committee had a presentation on the Rock Hill Fort Mill Area Transportation Study (RFATS) on Collector Roads and the Committee discussed Regent Parkway, the animal shelter, the garage and litter in the County.

Public Safety Committee:

Brian Carnes reported that the Public Safety Committee met on June 12, 2018. He stated that the Committee discussed two (2) items: (1) potentially updating an ordinance in the County regarding the requirements for a private versus a public shooting range; and (2) security on West Rebound Road. He also provided an RFATS update regarding the widening of Highway 521.

Administration Committee:

Charlene McGriff reported that the Administration Committee met on June 14, 2018. She stated that most of the items discussed by the Committee have already been discussed by Council: (1) Resolution 1003-R2018; (2) Resolution 1004-R2018; (3) Resolution 1005-R2018; (4) and Ordinance 2018-1523. She noted that the Committee received a monthly budget report and discussed a draft job description for the Division Director for Community Development Services, which may be renamed. She further noted that the Committee heard a request from the Charlotte Road/Van Wyck Fire Department. Steve Willis explained that the money for the request will come out of Development Fund money and that the money in that fund will go to the new EMS station and then to Charlotte Road/Van Wyck Fire Department. Brian Carnes stated that budget rankings should come through Council for approval. Charlene McGriff stated that no rankings were made on the projects but that the Committee just wanted to ensure that there was enough money for both projects.

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

Brian Carnes moved to approve the appointment of Pam Giardiello from an at-large position to the appointee for District 7 on the Health and Wellness Board. Pam Giardiello will fill an unexpired term for District 7 that will end on 6/30/2021. Seconded by Jack Estridge. Council approved the appointment by unanimous vote of 6-0.

Steve Willis noted that the County has been contacted by the Union County, North Carolina, Planning Department regarding a plan to potentially close the Hector Road Railroad Crossing. This plan will be discussed at the July 16, 2018 County Council meeting.

Executive Session

Charlene McGriff moved to go into Executive Session to discuss a personnel matter for a potential management position pursuant to SC Code Section 30-4-70(a)(1) and two Economic Development matters pursuant to SC Code Section 30-4-70(a)(5): Project Biscuit and Project Deep Dish. Seconded by Brian Carnes. The motion to go into Executive Session passed by unanimous vote of 6-0. Council went into Executive Session at approximately 8:35 p.m.

Jack Estridge moved to come out of Executive Session. Seconded by Brian Carnes. The motion to come out of Executive Session passed by unanimous vote of 6-0. Council came out of Executive Session at approximately 9:15 p.m.

Upon returning to open session, Attorney John Weaver noted that two Economic Development matters and a personnel matter were discussed during Executive Session. He stated that during the course of Executive Session, no votes were taken and no decisions were made.

Charlene McGriff moved that the Administrator and such other staff that he deems appropriate move forward with a search for an Assistant Administrator and, additionally, she moved that Council Members Brian Carnes, Steve Harper and Charlene McGriff assist in interviews and make a recommendation to full Council as to an opinion as to the best candidate and, finally, she moved that the specific job responsibilities of the Assistant Administrator shall be provided to full Council when finalized. Seconded by Brian Carnes. The motion passed by unanimous vote of 6-0.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. The motion to adjourn passed by unanimous vote of 6-0. There being no further business, the Council meeting adjourned at approximately 9:17 p.m.

Respectfully Submitted:

Approved by Council, July 16, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

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	Passed 6-0
Third Reading:	July 16, 2018	

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	Passed 6-0
Third Reading:	July 16, 2018	

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	Passed 6-0
Third Reading:	July 16, 2018	

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1523

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	Passed 6-0
Second Reading:	July 16, 2018	
Public Hearing:	August 13, 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: _____

Agenda Item Summary

Ordinance # / Resolution#: 1007-R2018 & 1008-R2018
Contact Person / Sponsor: Steve Willis
Department: Admin
Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Required updates of our Section 504 Plan – Americans with Disabilities Act.

Points to Consider:

Under the ADA we are required to periodically update our Section 504 documents. This is a federal grant eligibility requirement.

Resolution 1007-R2018 is the update to the transition plan. This document covers both physical structures and major programs. This has been updated to reflect current conditions.

Resolution 1008-R2018 covers our Grievance Policy (the only change was to remove Chap Hurst's name and leave just the job title) and our Reasonable Accommodations policy (no change).

Funding and Liability Factors:

No direct funding factors; however, a failure to adopt the updates could make us ineligible for future federal grants.

Council Options:

Approve or reject the Resolutions.

Staff Recommendation:

Approve the Resolutions.

Committee Recommendation:

N/A. Since this is a federal requirement we are bringing this directly to Council for adoption.

RESOLUTION NO. 1007-R2018

**TO ADOPT A TRANSITION PLAN IN ACCORDANCE WITH THE
AMERICANS WITH DISABILITIES ACT OF 1990**

Section 1. Findings.

WHEREAS, Lancaster County has updated the ADA Self Evaluation Plan (prior update adopted pursuant to Resolution #528) which provides a review of programs, services, and activities in all County operated departments and solutions to barriers to persons with disabilities; and

WHEREAS, the County updated its ADA Transition Plan on May 30, 2018, which provides information for the modification and improvement of physical facilities, programs and activities to provide disabled persons access to programs, facilities and services.

By way of Resolution Number 1007-R2018 the Lancaster County Council hereby adopts the document entitled Lancaster County Section 504 Compliance Plan, included herein by reference.

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

Lancaster County Section 504 Compliance Plan

Adopted Pursuant to Resolution 1007-R2018

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I. General Policy

A. Applicability

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

B. Section 504 Law and Regulations

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the HUD grant administration regulations relating to nondiscriminatory practices are promulgated in the Uniform Accessibility Standard (UFAS). This document, which sets standards for facility accessibility by physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

C. Definitions

1. Accessible, when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps.
2. Accessible, when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps.
3. Accessible route means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reach requirements of applicable standards prescribed by 24 CFR, Part 8, Section 8.32.
4. Adaptability means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability.

5. Auxiliary aids means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance (i.e., communication devices for deaf persons (TDD's), interpreters, etc.)
6. Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such and impairment.
7. Qualified individual with handicaps means:
 - a. With respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and
 - b. With respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modification in the program or activity that the County can demonstrate would result in a fundamental alteration in its nature; or
 - c. With respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.
8. Undue hardship means financial or administrative burdens that would be imposed on the operation of the County's program. Factors to be considered include:
 - a. The overall size of the County's program with respect to number of employees, number and type of facilities, and size of budget;
 - b. The type of the County's operation, including the composition and structure of the County's work force; and
 - c. The nature and cost of the accommodation needed.

D. Section 504 Compliance Effort Summary

In compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, the County has begun an effort to provide all disabled citizens with equal access and opportunity to employment, facilities, programs, activities and services provided by the City. A brief description of the compliance process has been included in this report.

To this end, all appropriate properties owned by the County, policies adopted by the County and practices engaged in by County employees, have been examined as part of this process. The results of this examination are contained in two major sections:

A Self Evaluation Plan: an inventory and analysis of County programs, services and activities and their related policies and practices, to ensure compliance with Section 504 and the ADA.

A Transition Plan: an identification of those physical barriers that must be eliminated to ensure physical accessibility, and provides a schedule for barrier removal.

This report also includes a sample public notice, guidelines for public meetings, a sample public meeting notice and a grievance procedure.

E. Scope of Services and Liability

The Americans with Disabilities Act of 1990 is a complex law. It contains many concepts and terms that have yet to be tested by actual experience or defined in the courts with respect to particular factual stipulations. Accordingly, Lancaster County makes no claim, expressed or implied, that, in performing the services set out in this section, it will locate every barrier to individuals with disabilities whose removal might be required by Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, commonly known as ADA.

Further, the County acknowledges that the County is solely responsible for non-discrimination under Section 504 and the ADA and other applicable law(s) and that civil lawsuits under Section 504 and the ADA (frivolous or otherwise) remain possible regardless of the number or types of barriers, if any, that the responsible public entity decides to remove.

F. Section 504/ADA Compliance Process

Summary of steps for compliance:

1. Designated the Building Official Steve Yeargin as person to serve as ADA Coordinator;
2. Provided public notice of ADA requirements (County has over 15 employees);
3. Appointed a review committee
4. Established a grievance procedure;
5. Conducted a Self Evaluation;
6. Developed a Transition Plan;
7. Adopted plans.

II. Communications

A. Auxiliary Aids

The County shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The County is not required to provide individually prescribed devices or other devices of a personal nature. The County shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheelchairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter. In brief, if the disabled person calls 72 hours prior to the event and communicates to a County employee the particular problem that he or she has, assistance will be provided accordingly. However, Section 504 does not require the County to take any action that the County can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. Employment

A. General Prohibitions

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

B. Reasonable Accommodation

The County shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the County can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The County may not deny any employment opportunity to a qualified handicapped employee or an

applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

C. Employment Criteria

The County will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of an applicant to determine whether the applicant is an individual with handicaps or the nature or severity of a handicap. The County may, however, make pre-employment inquiry into an applicant's ability to perform job related functions.

IV. Program Accessibility

A. General Requirements

No qualified individual with handicaps shall, because the County's facilities are inaccessible to or unusable by individuals with handicaps, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. Non-Housing Facilities

New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps. The County shall operate each non-housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps.

1. Methods

The County may comply with the requirements of this section through such means as location of programs or services to accessible facilities or accessible portions of facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or re-design of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Historic Preservation Programs or Activities

In meeting Section 504 requirements in historic preservation programs or activities, the County shall give priority to methods that provide physical access to individuals with handicaps. However, in cases where a physical alteration to an historic property would substantially impair the "significant historic features" of the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reasons for non-compliance shall be completely documented.

3. Time Period for Compliance

The County shall comply with the obligations established under this section immediately, except that where structural changes in facilities are undertaken, such changes shall be made within the time frames established by the transition plan. If structural changes to non-housing facilities will be undertaken to achieve program accessibility, the County shall develop a transition plan setting forth the steps necessary to complete such changes. The plan shall be developed with the assistance of interested persons, including individuals with handicaps or organizations representing those individuals. A copy of the plan shall be available for public inspection, and at a minimum, shall:

- a. Identify physical obstacles in the County's facilities that limit the accessibility of its programs or activities to individuals with handicaps;
- b. Describe in detail the methods that will be used to make the facilities accessible;
- c. Specify the schedule for taking the steps necessary to achieve compliance with this section and identify steps that will be taken during each year of the transition period;
- d. Indicate the official responsible for implementation of the plan; and
- e. Identify the persons or groups with whose assistance the plan was prepared.

C. Housing Facilities

New housing facilities constructed with Federal funds shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. A minimum of five percent of the total dwelling units shall be made accessible for persons with mobility impairments. An additional two percent of the units shall be accessible for persons with hearing or vision impairments. If substantial alterations are undertaken to a project that has 15 or more units and the cost of the alterations is 75 percent or more of the replacement cost of the completed facility, then the provisions of 24 CFR, Part 8, Section 8.22 shall apply. Other alterations to dwelling units shall, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with handicaps with a total of five percent of the total dwelling units made accessible for persons with mobility impairments. The County shall operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps. At this time Lancaster County does not operate any housing facilities.

1. Methods

The County may comply with the requirements of this section through such means as re-assignments of services to accessible buildings, assignment of aides to beneficiaries, provision of housing or related services at alternate accessible sites, alteration of existing facilities and construction of new facilities. The County is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Time Period for Compliance

The County shall comply with the obligations established under this section immediately, except where structural changes in facilities are undertaken, such changes shall be made within the time frames established by the transition plan. If structural changes to housing facilities will be undertaken to achieve program accessibility, the County shall develop a transition plan setting forth the steps necessary to complete such changes. The plan shall be developed with the assistance of interested persons, including individuals with handicaps or organizations

representing those individuals. A copy of the plan shall be available for public inspection, and at a minimum, shall:

- a. Identify physical obstacles in the County 's facilities that limit the accessibility of its programs or activities to individuals with handicaps;
- b. Describe in detail the methods that will be used to make the facilities accessible;
- c. Specify the schedule for taking the steps necessary to achieve compliance with this section and identify steps that will be taken during each of the transition period;
- d. Indicate the official responsible for implementation of the plan; and
- e. Identify the persons or groups with whose assistance the plan was prepared.

V. Enforcement

A. Assurances

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In the case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate the County of the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the County for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the County for the period during which Federal financial assistance is extended

B. Self Evaluation

The County shall, as expeditiously as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

- a. Evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504;
- b. Modify any policies and practices that do not meet the requirements of Section 504; and
- c. Take appropriate corrective steps to remedy the discrimination.

Since the County employs fifteen or more persons, it shall, for at least three years following the completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of the areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. Remedial and Affirmative Action

If the County has discriminated against persons on the basis of handicap, the County shall take such remedial action as the responsible civil rights official deems necessary. The County may be made to take remedial action in the following instances:

- a. With respect to individuals with handicaps who are no longer program participants but who were participants when such discrimination occurred; or
- b. With respect to individuals with handicaps who would have program participants had the discrimination not occurred.

The County may take non-discriminatory steps to overcome the effects of conditions that limited participation in the County's program by qualified individuals with handicaps.

D. Designation of Responsible Employee

Since the County employs fifteen or more persons, it shall, designate at least one person to coordinate its efforts to comply with Section 504. The County does employ 15 or more persons, and has elected to appoint Steve Yeargin as ADA Coordinator. The responsibilities of the ADA Coordinator might include the following:

1. Coordinate and direct the activities and efforts to comply with the ADA and Section 504;
2. Serve as the County's primary contact and liaison for the County's departments on compliance issues regarding the County's ADA and Section 504 compliance program;
3. Communicate to the public and interested individuals information regarding the County's ADA and Section 504 compliance program;
4. Serve as the primary point of services for and the overall coordinator of the County's response to all grievances filed against the County regarding non-compliance with ADA and Section 504 and allegations of discrimination in its services, policies and practices;
5. Develop and coordinate a continuing training plan for departments to ensure that they are aware of their responsibilities under ADA and Section 504;
6. Supervise the ADA and Section 504 grievance procedures and ensure that, for any grievance communicated alleging non-compliance with ADA and Section 504 law, an investigation is conducted and the complaint is resolved promptly and equitably; and
7. Maintain the County's self evaluation plan and transition plan on file and make it available for public inspection.

VI. Grievance Procedures/Complaints Resolution

The Grievance Procedure is established to meet the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

Lancaster County, as a recipient of Community Development Block Grant Funds, has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action by Department of Housing and Urban Development regulations implementing Section 504.

Complaints should be addressed to Steve Yeargin, ADA coordinator, 101 N. Main St. , PO Box 1809 Lancaster SC 29721 (and subsequent County employees appointed to the position of ADA Coordinator), Voice Telephone: 803-285-1969, who has been designated to coordinate all Section 504 compliance efforts.

1. A complaint should be filed in writing, (alternative methods of communication such as personal interview, tape recording, Braille, etc. are acceptable) contain the name and address of the person filing it, and describe the alleged violation.
2. A complaint should be filed within thirty (30) days after the complainant becomes aware of the violation. (Processing of allegations of discrimination that occurred prior to adoption of this grievance procedure will be handled on a case-by-case basis.)
3. An investigation, as appropriate, shall follow a filing of a complaint. The investigation shall be conducted by the Section 504 Grievance Committee, which shall be appointed by the Chief Elected Official and headed by the designated Section 504 Coordinator. These procedures will

allow all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

4. A written determination as to the validity of the complaint and a description of the resolution, if any, shall be issued by the Section 504 Grievance Committee and a copy (in the complainant's preferred format) forwarded to the complainant no later than fifteen days after its filing.
5. The Section 504 Coordinator shall maintain the files and records relating to the complaint filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration must be made within fifteen (15) days of receipt of the Grievance Committee's written determination. The Request For Reconsideration may be mailed or hand delivered to the Lancaster County. The Request will be promptly reviewed and a final determination issued.
7. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies, such as filing a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
8. These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards, and to assure that Lancaster County complies with Section 504 and its implementing regulations.

VII. Self-Evaluation

A. Introduction

In order to comply with the American with Disabilities Act of July 1990 and Section 504 of the Rehabilitation Act of 1973, this plan was completed, as a continuing step in addressing the requirements the County or County must meet.

The County has formed a Citizen Review Committee that shall serve as the basis for consulting with interested persons, including individuals with handicaps or with organizations representing those individuals. The purpose of the committee was as follows:

- a. Evaluate it current policies and practices to determine whether they do not or may not meet the requirements of Section 504;
- b. Recommend modifications to policies and practices that do not meet the requirements of Section 504; and
- c. Recommend appropriate corrective steps to remedy the discrimination.

Since the County employs more than fifteen or more persons, it shall be required, that for at least five years following the completion of the evaluation that the County, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of the areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken. However, the County shall maintain these records along with all other CDBG records for at least a five-year period.

B. Process

The County Council appointed Steve Yeargin as Section 504 Coordinator. The County Council also appointed local citizens to assist with this process.

Each building, activities and service program were individually evaluated with respect to possible barriers to their accessibility by handicapped individuals.

C. Buildings, Programs and Activities

1. Buildings

The following County owned public buildings that have public access have been determined to meet UFAS/ADAAG guidelines:

- A. County Administration Building 101 N. Main St., Lancaster, SC
- B. Del Webb Indian Land Library 7641 Charlotte Hwy., Indian land SC.
- C. Kershaw Parks and Recreation Building 6354 N. Matson St. Kershaw, SC
- D. Buford Parks and Recreation Building 4073 Hurley Walters Rd. , Lancaster, SC
- E. Lancaster County Centralized Magistrates Court, 761 Hwy 9 Bypass East., Lancaster, SC
- F. Springdale Recreation Complex, 260 South Plantation Rd. , Lancaster, SC
- G. Indian Land Recreation Complex, 8286 Charlotte Hwy, Indian Land SC
- H. Lancaster County Courthouse 104 N Main St. Lancaster, SC
- I. Lancaster County Historic Courthouse 100 N. Main St. , Lancaster, SC
- J. Lancaster Economic Development 1033 W. Meeting St. , Lancaster, SC
- K. / Veterans Affairs Office, 1033 West Meeting St. Lancaster SC
- L. Lancaster County Main Library, 313 S. White St. , Lancaster, SC
- M. Lancaster County Recreation Complex, 105421 Walnut Creek Parkway, Lancaster, SC
- N. Lancaster County Sherriff's Office, 1520 Pageland Highway, Lancaster, SC
- O. Lancaster County Health Department 1837 Pageland Hwy. , Lancaster, SC
- P. Lancaster County Airport Terminal 286 Aviation Blvd. Lancaster, SC
- Q. Lancaster County Coroners Office 717 S. Main St. Lancaster, SC
- R. Lancaster County Emergency Operations Center 111 Covenant Place, Lancaster, SC
- S. Indian Land Service Center 8451 Charlotte Highway, Indian Land ,SC
- T. Lancaster County Library Kershaw Branch 3855 Fork Hill Rd. Kershaw, SC
- U. Lancaster County Council on Aging 212 Spring St. Heath Springs, SC

2. Programs and Activities

Individual self evaluation forms of each department of the County were completed.

II. Transition Plan (Updated May 30, 2018)

A. Introduction

This report provides information for the modification and improvement of physical facilities, programs and activities to provide the disabled access to programs, facilities and services.

All County properties that are accessed by the public have been examined and the related barriers identified from the accessibility analysis have been documented. These barriers represent some level of liability to the County, in terms of safety and risk of suit. Lancaster County has continued to strive to meet ADA Accessibility requirements.

All references to compliance with UFAS (Uniform Federal Accessibility Standards) as well as ADAAG (Americans with Disabilities Act Accessibility Guidelines) must be in accordance with UFAS that is the set of guidelines that have been set forth for Section 504 compliance. ADAAG is the set of guidelines set forth for ADA compliance. In general, both sets are the same. But exceptions exist in which ADAAG is more stringent and should be followed in place of UFAS. There may be certain instances in which local or state regulations supersede either UFAS or ADAAG in which case(s) those specifications should be followed.

The State of South Carolina, through the Board of Barrier Free Design, has adopted ANSI (American National Standards Institute) A117.1-2017 as its guidelines for handicap accessible compliance. ANSI is very similar to both UFAS and ADAAG; it is also presently under federal revision. Again, the most stringent specifications should be followed in order to ensure complete compliance. But for all intent and purposes, this report will only cite UFAS and ADAAG for technical assistance.

XI. Transition Plan

1. Buildings

The following are the County owned public buildings that have public access and have been determined to meet UFAS/ADAAG guidelines:

- A. County Administration Building 101 N. Main St., Lancaster, SC
- B. Del Webb Indian Land Library 7641 Charlotte Hwy., Indian land SC.
- C. Kershaw Parks and Recreation Building 6354 N. Matson St. Kershaw, SC
- D. Buford Parks and Recreation Building 4073 Hurley Walters Rd. , Lancaster, SC
- E. Lancaster County Centralized Magistrates Court, 761 Hwy 9 Bypass East., Lancaster, SC
- F. Springdale Recreation Complex, 260 South Plantation Rd. , Lancaster, SC
- G. Indian Land Recreation Complex, 8286 Charlotte Hwy, Indian Land SC
- H. Lancaster County Courthouse 104 N Main St. Lancaster, SC
- I. Lancaster County Historic Courthouse 100 N. Main St. , Lancaster, SC
- J. Lancaster Economic Development 1033 W. Meeting St. , Lancaster, SC
- K. / Veterans Affairs Office, 1033 West Meeting St. Lancaster SC
- L. Lancaster County Main Library, 313 S. White St. , Lancaster, SC
- M. Lancaster County Recreation Complex, 105421 Walnut Creek Parkway, Lancaster, SC
- N. Lancaster County Sherriff's Office, 1520 Pageland Highway, Lancaster, SC
- O. Lancaster County Health Department 1837 Pageland Hwy. , Lancaster, SC
- P. Lancaster County Airport Terminal 286 Aviation Blvd. Lancaster, SC

- Q. Lancaster County Coroners Office 717 S. Main St. Lancaster, SC
- R. Lancaster County Emergency Operations Center 111 Covenant Place, Lancaster, SC
- S. Indian Land Service Center 8451 Charlotte Highway, Indian Land ,SC
- T. Lancaster County Library Kershaw Branch 3855 Fork Hill Rd. Kershaw, SC
- U. Lancaster County Council on Aging 212 Spring St. Heath Springs SC

This Compliance Plan did not examine the Detention Center as it is not considered to normally be accessible to the public. By nature of its purpose, free, unobstructed movement is contra-indicated. New ADA compliant facilities are to begin construction soon for Animal Control, A new Main Library, Kershaw Library and a Vehicle Repair and Maintenance facility. As of May 30, 2018, architects are preparing construction drawings for these facilities. Additional plans are to relocate EMS headquarters to a fully compliant building located on Charlotte Highway, move Public Works department into the existing EMS headquarters which is compliant and relocate EMS 2 to a fully compliant building under acquisition at this time. One State department currently housed in the Health Department complex will also be relocated to the newly acquired compliant building and renovations to the existing Health Department building should bring it into full compliance.

XII. Transition Plan Schedule

A plan of action will be formulated by the Lancaster County Section 504 Compliance Plan Committee regarding facility needs and potential cost. Upon recommendation of the Committee, the County Administrator will recommend to County Council a plan of action to bring the County into compliance. Funding for these renovations is strictly at the will and pleasure of County Council.

LANCASTER COUNTY SECTION 504 COMPLIANCE PLAN COMMITTEE

The following individuals were appointed as members of the Section 504 Compliance Plan Committee Members:

1. Steve Willis, Lancaster County Administrator as ex officio member.
2. Jeff Catoe, Director of Public Works (and subsequent County employees appointed to the position of Director of Public Works)
3. Steve Yeargin, Building Official, Lancaster County (and subsequent County employees appointed to the position of Building Official)
4. Darin Robinson, Deputy Building Official, Lancaster County (and subsequent County employees appointed to the position)
5. Lancaster County Special Needs and Disability Board Member

6. Lisa Robinson, Human Resources Director, Lancaster County (And all subsequent County Human resources Directors)

VII. Self Evaluation

Departmental Programs and Activities

The **County Administrator's Office** is the chief administrative office of the County. This office executes and enforces all ordinances, resolutions, and orders of the County Council and plans, directs, and supervises the activities of County departments to ensure fiscal responsibility, administrative effectiveness and operational efficiency. Additionally, the Administrator is the liaison for Council and departments headed by elected and appointed officials.

Airport Operations administers and operates one county-owned General Aviation Airports efficiently and effectively in accordance with Federal Aviation Administration and State Aeronautics Division directives. This department provides safety inspections and equipment inspection and repair; negotiates and executes leases with airport businesses; collects airport lease payments, etc.

The **Assessor's Office** appraises and assesses all taxable real estate and mobile homes in the county, including new land parcels and construction; updates tax maps, property ownership records, and mobile home files; processes special assessment requests and roll-back taxes; addresses property assessment and valuation questions; reviews property valuations; and performs a county-wide reassessment.

The **Auditor's Office** is responsible for levying ad valorem taxes for real and personal property under the jurisdiction of the county, state and municipalities. Additionally, the Auditor's Office compiles the assessed value of all taxable property to establish the value of one mill and calculates the number of mills required to collect enough revenue for budgets in a courteous and efficient manner to ensure our tax system is equitable to all.

The **Clerk of Court's Office** is responsible for the administration and supervision of the General Sessions and Common Pleas courts, including courtroom duties such as administering oaths and publishing verdicts; docket management; preparing trial rosters; receiving and disbursing revenue from bonds, restitution, fines, and fees; and juror related matters such as summons.

The **Coroner's Office** is solely responsible for determining the cause and manner of every death occurring within Dorchester County. This office oversees death scenes, schedules autopsies, performs removal and notification services, and works cooperatively with law enforcement agencies and funeral homes in an effort to provide competent and compassionate services to families of decedents.

The **Delinquent Tax Collector's Office** is responsible for collecting delinquent taxes, penalties and costs, including mailing notices, physically placing a sign on property to notify the owner, advertising in local newspapers and conducting a Tax Sale. The mission of the Delinquent Tax Collector's Office is to treat

the citizens of Dorchester County with dignity and respect while following the guidelines of SC Code of Law.

The **Economic Development Department** helps improve the job market, increase Dorchester County residents' wealth, and build the County's tax base by developing plans to improve infrastructure; working to improve industrial sites and parks; managing industrial projects; marketing County buildings, sites, and parks; preparing economic development incentive programs; and working with community allies.

The **Emergency Management Department's** programs include the county's Emergency Management (EM) function. EM's mission is to provide a program through which Response and Recovery operations are coordinated, risks reduced, and consequences of events managed.

The **EMS Department** provides emergency ambulance response to all emergency requests for assistance within Dorchester County. This agency operates advanced life support ambulances providing emergency medical care, stabilization, and transport in order to preserve the lives of the citizens and visitors of the County. The EMS department also provides a wide variety of injury prevention programs to the public and to other public safety agencies in the County.

The **Finance Department** is responsible for all financial management of the County. This includes preparation of and monitoring of the annual budget, working with the annual audit, establishing and maintaining controls over all financial activities, providing information to departments and the public, processing accounts payable on a weekly basis, grants coordination, and various other duties as necessary.

The **Geographic Information Systems (GIS) Department** coordinates all GIS services of the county. This office researches, executes and coordinates GIS implementation and maintenance of related software, database design, and data standards while providing analytical and cartographic services in an effective, efficient, and accurate manner to county departments and the public.

The **ITS Department** provides guidance and support to Lancaster County on the effective use of hardware and software system components ensuring the most efficient, cost effective and performance oriented solutions for its information processing systems. ITS is tasked with providing the County with technical solutions to daily business needs, thus providing optimum support for its citizenry.

The **Magistrate's Court** seeks to provide the citizens of Lancaster County with a well-run, efficient court system, utilize the newest technology available to streamline its operations, and assist other county agencies. Judges and staff are constantly increasing their training and level of expertise by attending seminars and schools offered by the South Carolina Court Administration.

The **Human Resources Department** directs, plans, coordinates, and implements a comprehensive personnel program including benefits, employment, unemployment appeal cases, personnel policies, and special work programs. Additionally, Human Resources provides information on policy issues necessary to maintain compliance with federal labor and wage and hour laws.

Planning Department is responsible for the administration, enforcement, interpretation, and updating of the County's Zoning and Development Standards Ordinance/Subdivision Ordinance. Additionally, Planning serves as the administrative office for the Planning Commission and Board of Zoning Appeals.

Building Department is responsible for the interpretation and administration and enforcement of the County ordinances and State laws pertaining to building permits, contractor's licenses, manufactured home permits, field inspections for compliance of the building, electrical, mechanical, plumbing and gas codes and unsafe structures.

Zoning Department is responsible for the interpretation and administration and enforcement of the Unified Development Ordinance. Through their efforts, they increase the quality of life by ensuring that citizens have a safe, healthy environment to live, work and play.

Animal Control is responsible for enforcing the Lancaster County Animal Control Ordinance and State Statutes that prohibit animals at large, animal abuse and abandonment, control of dangerous animals, nuisance and mistreatment of animals. The purpose of the Ordinance is to ensure public safety by enforcement, keeping vicious animals from roaming and becoming a nuisance or life threatening to the general public.

The **Probate Court** is the Judicial and Administrative arm over estates, trusts, conservators, guardianships, marriage licenses and those incapacitated by mental illness, addiction or retardation; presiding over matters according to statute, holding hearings as needed. The Probate Court's mission is to handle matters with competence and compassion while maintaining a docket and allowing for expedient resolution of cases.

Facilities Maintenance is a part of **Lancaster County Public Works**. The mission of the Facilities Maintenance Department is to provide a clean, comfortable, productive, and environmentally safe place for the citizens and employees of Lancaster County to meet and work.

The mission of the **Public Works Solid Waste Department** is to encourage preservation of Lancaster County's, the state's, and the nation's resources by emphasizing not only recycling, but also reuse and reduction in order to minimize waste disposal.

Public Works Vehicle Maintenance provides safe, high quality, and low cost repairs and preventive maintenance for all County vehicles and equipment including, emergency and Sheriff vehicle repair to minimize down time.

As the central buying authority for Lancaster County government, the **Procurement Department** is responsible for the procurement of quality equipment, supplies, and services in support of operational needs. Additionally, Purchasing ensures the maintenance of county insurance policies, provides fixed asset management, records management and property disposal services, monitors equipment maintenance contracts, etc.

In accordance with the South Carolina Code of Laws, the **Register of Deeds Office** records land records. This includes the collecting of filing fees and document recording fees; producing accurate and timely reports and hard copies of land records for use by other county departments, the South Carolina Archives,

and the public; maintaining the Document Imaging System; and assisting in the researching of land records both electronically and manually.

The **Sheriff** of Lancaster County, as specified by state law, is the senior law enforcement official within the county. It is the Sheriff's responsibility to patrol roadways, waterways, and public areas of the county; enforce local, state, and federal law within the county; enforce civil remedy as specified by the Court of Common Pleas; and is responsible for all jail operations. Additionally, the Sheriff is responsible for all emergency communications within the county including fire service, Emergency Medical Services, and law enforcement. All standards and requirements for the **Detention Facility (Jail)** are set forth by the Minimum Standards for Local Detention Facilities in South Carolina as delineated in South Carolina Code Section 24-9-10 through 35. The Sheriff is responsible for the Detention Facility. The Sheriff is tasked with the safe keeping and well-being of those individuals detained with violations of State and/or Federal statutes.

The **Storm Water Division** is a team of professionals working to improve quality of life by improving water quality and protecting our natural resources. The local Stormwater Utility team will also work to minimize flooding impacts and act as an environmental resource for the community. Another primary objective is to ensure the community is compliant with environmental regulations implemented by Environmental Protection Agency (EPA) and South Carolina Department of Health and Environmental Control (DHEC). This department is responsible for administering the regulations and requirements for our newly created SMS4 compliance area located in the panhandle.

The **Treasurer's Office** collects, invests and disburses all county funds including taxes, vehicle registration fees, and miscellaneous department revenue.

The **Veterans Affairs** office advises and assists veterans and their families, and surviving family members of benefits available to them from the state and US Department of Veterans Affairs. The long term goal is to work with the appropriate state and federal agencies and departments to make the system more responsive to the veterans' needs and to increase the revenue to the county.

In compliance with all applicable State Election Commission rules and regulations, the **Voter Registration** office registers any citizen of Lancaster County, South Carolina, who is eligible and applies, issues absentee voting applications and ballots, serves as the absentee precinct, provides registration lists, and checks the validity of voter petitions for nominations and referendums.

Potential Barriers and Solutions

A review of the above Lancaster County departments and their responsibilities it was determined that most departments and their programs were accessible. There were however; potential barriers that were identified and conditions that could be possibly improved primarily in the area of written material provided.

Potential Barriers	Solutions
Persons with visual impairments may not be able to access visual or written information.	Provide written information in alternative format upon request.
Persons with cognitive or mental impairments may not be able to understand visual, written or audible information.	Provide staff assistance and written information in alternative format upon request.
Persons with speech impairments may not be able to communicate (ask questions) regarding forms and applications in person.	Provide auxiliary aids and services upon request, provide assistance and provide TDD telephone access via relay system.

In order to familiarize all Lancaster County Departments with “reasonable accommodation” policies, the Procedural Guidelines for Assisting Citizens with Disabilities will be distributed to all Department Heads in order that they familiarize themselves and their employees with Lancaster County policies.

PROCEDURAL GUIDELINES FOR ASSISTING CITIZENS WITH DISABILITIES

Background:

The federal Americans with Disabilities Act became effective for public agencies on January 26, 1992. The basic premise of this act is simply to make available to disabled citizens the same opportunities or services as a person without disabilities. There may be occasion where an accommodation must be made to make those opportunities or services available to a disabled individual. There are numerous employment laws and structural provisions in this act that are not necessary for all of us in the department to know; however, the provisions apply to all Dorchester County employees and must be followed. Dorchester County employees are accustomed to providing excellent service to the general public, so the provisions we must comply with should not be difficult for us to follow.

General Guidelines:

1. Do not use the word "handicapped" when referring to a disabled person. The word to use is disabled.
2. Do not ask a disabled person about their disability if they are noticeably disabled. It is natural for people to be curious and sympathetic about a disability, but that is no longer appropriate for the workplace.

3. Each Department should consider the services it provides and try to modify a procedure for a disabled person. All facilities or services are required to be readily accessible and usable.

For example:

A disabled person requesting a tax bill or building permit may need either to come into the department's work area or a staff member may need to go into the lobby or waiting area to provide assistance.

A disabled person may not be able to easily enter the Personnel area so an application could be taken to them in the hall.

A vendor or bidder for the Procurement Department may need to have Procurement personnel meet in the hallway if access is restrictive in the Purchasing office.

4. If a person is in a wheelchair it is appropriate to be seated when talking to that person if at all possible. If a disabled person is accompanied by another individual, speak to the person with the disability and do not speak only to their companion unless requested.
5. If a person with a visual impairment needs to understand any written information, read it to him/her and be sure that it is understood. Complete forms for the person if necessary.
6. There may be times when we are needed to go to an individual's car to communicate with them if they are unable to enter the building.
7. If we see a disabled person trying to use the water fountain with no success, obtain a cup or similar container for them to use.
8. The path of travel for a disabled person is important so we may need to rearrange furniture or move other obstacles for their convenience.
9. Unless you are an employee in the Personnel Department, do not try to assist a disabled person yourself in an employment matter. You may always give out applications, but please request assistance from the Personnel Department Director, Personnel Clerk for any further questions. The laws involving employment and ADA are very stringent and even a well-intended statement may be taken the wrong way by the applicant.

Attitude Toward the Disabled Person:

When discussing the issue of discrimination it is important to know that a person may feel that they are discriminated against just by an attitude they perceive to be hostile. No overt display of discrimination is necessary for the issue to be serious. Therefore, your attitude toward a disabled person is very important. The following information is provided to help all of us understand the nature of disabilities a little better.

When you meet a disabled person:

1. Offer help but wait until it is accepted before giving. Offering assistance to someone is only polite behavior. Giving help before it is accepted is rude. It can sometimes be unsafe, as when you grab the arm of someone using a crutch and the person loses his balance.
2. Accept the fact that a disability exists. Not acknowledging a disability is similar to ignoring someone's height, but to ask personal questions regarding the disability would be inappropriate.
3. Treat a disabled person as a healthy person. Because an individual has a functional limitation does not mean an individual is sick. Some disabilities have no accompanying health problems.
4. Don't assume that a lack of response indicates rudeness. In some cases a disabled person may seem to react to situations in an unconventional manner or may appear to be ignoring you. Consider that the individual may have a hearing impairment or other disability which may affect social or motor skills.

Mobility Impairments:

Individuals use wheelchairs, crutches or leg braces as a result of a variety of disabilities including spinal-cord injury, multiple sclerosis, muscular dystrophy, arthritis, cerebral palsy or polio. Wheelchairs provide mobility to persons with paralysis, muscle weakness, lack of coordination, nerve damage or stiffness of joints. When you are with a person using a wheelchair:

1. Do not automatically hold onto the person's wheelchair. It is part of the person's body space. Hanging or leaning on the chair is similar to hanging or leaning on a person sitting in any chair.
2. Offer assistance if you wish, but do not insist. The individual will know their limitations better than you.
3. Don't be sensitive about using words like "walking" or "running". People using wheelchairs use the same words.

Deafness/Hearing Impairment:

A person's failure to respond to a spoken request or warning may be the result of an inability to hear. Gestures and guttural sounds made by a person who is deaf or hearing impaired are not signs of anger, belligerence or intoxication. They may be the individual's only method of communication. Keep in mind, however, that many individuals with hearing impairments have very clear speech. When communicating with a person who is hearing impaired:

1. Speak clearly and distinctly, but don't exaggerate. Use normal speed unless asked to slow down. Also, be aware that the nod of a head does not necessarily mean "I understand."

2. Provide a clear view of your mouth so that the person may lip-read if they are able to do so.
3. Use a normal tone unless you are asked to raise your voice. Shouting will be of no help.
4. Speak directly to the person instead of to the side or back of the person.
5. If you are having trouble understanding each other feel free to repeat or use a paper and pen. Communication is your goal and the method does not matter.
6. Use sign language only if you are qualified. Otherwise, incorrect information may be conveyed. If the person is with an interpreter, speak directly to the disabled person, not the interpreter.

Intellectual Disability:

People who have an intellectual disability have limited ability to learn and sometimes have difficulty in using what they have learned. Through education and training, however, many people who are intellectually disabled can learn to be self-sufficient. Historically individuals with an intellectual disability were referred to as "mentally retarded". When communicating with individuals with an intellectual disability:

1. When talking with someone who is intellectually disabled keep your ideas clear and concise. The purpose is to communicate as clearly as possible.
2. Don't assume that a person who is intellectually disabled is sick. An intellectual disability is not an illness and is not contagious.
3. In some cases, a person with an intellectual disability may seem to react to situations in an unconventional manner or may appear to be ignoring you. Remember that a lack of response or a slow response does not necessarily mean that a person is being rude to you. A person who has an intellectual disability may simply be slower to respond.
4. Interact with the person with an intellectual disability as a person first. Talk to adults with an intellectual disability as ADULTS, not as if they were children. Citizens with an intellectual disability deserve the same respect and dignity as all other people.

Visual Impairment/Blindness:

People who are blind or visually impaired rely on their other senses to "see" the world around them. When you are with a person who is blind or visually impaired:

1. Speak directly to the person, using a normal tone of voice. Blindness does not affect a person's hearing.
2. Do not be afraid to use terms such as "See you soon." Everyday words relating to vision

are used by people who are blind.

3. Offer assistance but be guided by the person's response. "How can I help you?" is a common question used in many areas of business.
4. Be specific in giving directions. It is useless to point or give visual landmarks. If the individual must make a turn, state whether it should be left or right.
5. Walk alongside and slightly ahead of the person who is blind or visually impaired when you are assisting. Never hold the person's arm while walking. Let the person hold your arm. The motion of your body tells that person what to expect.
6. Never leave a person who is blind in a open area. Instead, lead the person to the side of a room or to a chair or some landmark from which he or she can obtain a direction for travel. Do not leave the person abruptly without saying you are leaving.
7. Do not pet a guide dog. The dog has an important job to do and petting may be distracting.

Cerebral Palsy:

Cerebral palsy is a disability, not a disease and is a result of injury to the central nervous system which may occur before, during or anytime after birth. People with cerebral palsy have difficulty in controlling large and small muscles. The effects of the cerebral palsy vary from mild to severe. In some instances, the condition is barely noticeable. While, in others, the person may be unable to speak or speech cannot be readily understood. The use of hands or legs may be limited. When dealing with a person with cerebral palsy:

1. Be yourself.
2. give your whole, unhurried attention if the person has difficulty speaking.
3. Do not complete the speaker's sentences. Let the person finish.
4. Act courteously.
5. Do not be afraid to ask the person to repeat. Speak directly to the individual, not to a friend or companion.

Epilepsy:

Epilepsy is a hidden disability and is a disorder of the nervous system. Seizures are primary characteristic of epilepsy, but they can be controlled or prevented by the use of medication. Most seizures last only a few minutes and many individuals receive enough warning to avoid falling or other injury. If an individual has a seizure:

1. Keep calm. You cannot stop a seizure once it has started.
Do not restrain the person.
2. Clear the area of hard, sharp or hot objects which could injure the individual. Place a pillow or rolled-up coat under the person's head.
3. Call 911 for medical help if necessary.

If you have any questions regarding methods of assisting the disabled, please come to the Personnel Department or Grants Coordinator for assistance. We will always be able to find an answer if one is not readily available. Also, please remember that the ADA is now the law of the land and will be enforced strictly by federal agencies. In some cases, individuals will be sent out as test subjects to see how agencies react, so please continue to be as helpful as possible to the general public.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1008-R2018

A RESOLUTION

**TO AMEND SECTION FOUR (4) OF RESOLUTION #529 RELATED TO THE
GRIEVANCE POLICY FOR THE AMERICANS WITH DISABILITIES ACT; TO
ADOPT AN UPDATED REASONABLE ACCOMMODATIONS POLICY; AND OTHER
MATTERS RELATED THERETO.**

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

Section 1. Findings.

WHEREAS, Lancaster County adopted an ADA Grievance Policy by way of Resolution #528 and needs to make a technical change to Section Four (4) to reference a position rather than an individual; and

WHEREAS, Lancaster County needs to adopt an updated Reasonable Accommodations Policy.

Section 2. Authorization by County Council.

By way of Resolution Number 1008-R2018 the Lancaster County Council hereby amends Section 4 of Resolution #529 to read as follows:

4. The complainant, in instances where he or she is dissatisfied with the initial resolution may appeal the decision of the ADA Coordinator to the Lancaster County Council. Such requests should be in writing and submitted within thirty (30) days following receipt of the ADA Coordinators decision. The request for reconsideration should be addressed to:

County Administrator
PO Box 1809
Lancaster, SC 29721-1809

FURTHERMORE; the following Reasonable Accommodations Policy is hereby adopted and the County Council Chairman is authorized to execute the policy on behalf of Lancaster County.

Lancaster County will provide reasonable accommodations for any disabled individual provided it does not constitute an undue financial or administrative burden.

The request must be made five (5) days prior to the public event/hearing.

Lancaster County will also accommodate any disabled job applicant or employee who is disabled or becomes disabled while working for the County.

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

REASONABLE ACCOMMODATIONS POLICY

Lancaster County, South Carolina

Lancaster County will provide reasonable accommodations for any disabled individual provided it does not constitute an undue financial or administrative burden.

The request must be made five (5) days prior to the public event/hearing.

Lancaster County will also accommodate any disabled job applicant or employee who is disabled or becomes disabled while working for the County.

Steve Harper, Chairman
Lancaster County Council

July 16, 2018

Date

Attest:_____
Sherrie Simpson
Clerk to County Council

ADOPTED PURSUANT TO RESOLUTION 1008-R2018

Agenda Item Summary

Ordinance # / Resolution#: Resolution 1009-R2018
Contact Person / Sponsor: John Weaver
Department: County Attorney
Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Acceptance of the donation of the Barnette Medical Complex – 1228 Colonial Commons Court.

Points to Consider:

This would be a donation of the building and land. A clean Phase 1 environmental study has been received. Building inspections are underway but not completed at the time of this report. These will be reported upon at the Council meeting.

DHEC/ Health Department staff have looked at the building and enthusiastically support moving their operations to this site. Long-term that would free up their current space for use by DSS.

While not determined at this time, the plan would be to move some county functions to the site to alleviate space problems.

Funding and Liability Factors:

No funding has been approved at this time for the project. We will utilize existing Building Maintenance funds for the initial work but once a design professional has been engaged and can provide a project budget estimate we will need to appropriate funds for this project.

DHEC has indicated that, while subject to approval in Columbia, they anticipate being able to bring 60% grant funding for work in their area (not the entire building).

Council Options:

Approve or reject the Resolution.

Staff Recommendation:

Approve the Resolution.

Committee Recommendation:

This has been to several Committees and Council has toured the facility with direction to complete our due diligence. We anticipate having that completed by the Council meeting.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RESOLUTION NO.: 1009-R2018

A RESOLUTION

TO APPROVE THE COUNTY'S ACCEPTANCE OF A GRATUITOUS OFFERING OF A 2.904 ACRE PARCEL OF REAL PROPERTY LOCATED AT 1228 COLONIAL COMMONS COURT UPON WHICH IS SITUATED A MULTISTORY BUILDING IDENTIFIED AS THE BARNETT MEDICAL CENTER CONTAINING FINISHED OFFICE SPACE EXCEEDING FORTY-SIX THOUSAND SQUARE FEET.

WHEREAS, IN 2017, a parcel of property identified as 0082C-0B-005.00 (Barnett Medical Center) was acquired by 1228 Colonial Commons Ct, LLC, a South Carolina Limited Liability Company; and

WHEREAS, the present owner of the parcel has offered to donate the entire property to Lancaster County for its use as deemed appropriate in meeting the needs of its citizens and residents, a copy of the offering being attached hereto; and

WHEREAS, pursuant to county requirements, a Phase 1 Environmental Site Assessment has been completed with the assessment revealing no evidence of Recognized Environmental Conditions (RECs) in connection with the property; and

WHEREAS, county staff was charged with the responsibility of inspecting the building's plumbing, electrical and HVAC systems and the building's existing roof to insure that no major problems existed, all inspections having been completed with satisfactory, operational results.

NOW, THEREFORE, BE IT RESOLVED, that the County Administrator is authorized to take all steps necessary to formalize and finalize the county's acceptance of a gratuitous fee simple title to parcel # 0082C-0B-005.00 pursuant to the terms and conditions set forth herein. In so doing, Lancaster County Council, in behalf of the county's citizens and residents, offers its sincere thanks and appreciation to the Grantor of the property.

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



Samantha DeWees
1204 Lexington Avenue, Suite 1A
Irmo, SC 29063

May 8, 2018

John Weaver
Lancaster County Attorney
101 N Main Street
Lancaster, SC 29720

Dear Mr. Weaver,

As we discussed on the phone, my client, who is the owner of the Barnett Medical Center, located at 1228 Colonial Commons Court, Lancaster, SC, would like to donate the entire property to Lancaster County. The only stipulation is that he must receive an acceptable appraisal (for tax purposes). I have already engaged an appraiser and am hoping to have the results in the next 4 weeks. From the date of the appraisal, the property must be donated within 60 days. Please confirm that Lancaster County is indeed interested in accepting this property as a donation.

Thank you and I look forward to speaking with you soon.

Sincerely,

A handwritten signature in cursive script that reads 'Samantha DeWees'.

Samantha DeWees
Broker in Charge

Agenda Item Summary

Ordinance # / Resolution#: Resolution 1010-R2018
Contact Person / Sponsor: Steve Willis
Department: Administration
Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Presentation by Union County, NC and CSX Railroad on a proposal to create an overpass for Helms Road (just across the line in NC) and close several grade crossings, including Hector Road in SC. They must report the results to NCDOT and the Mecklenburg – Union MPO later in the week.

Points to Consider:

This is a proposal currently in front of NCDOT and the Mecklenburg – Union MPO as Helms Road is in their jurisdiction. The overall plan involves replacement of one grade crossing (Helms Road) with an overpass and closing several other grade crossings for safety reasons. This would include the Hector Road crossing with CSX in Lancaster County.

Hector Road is a single lane paved road. It connects Hancock Road to SC 75. There is a significant grade differential between the railroad crossing and SC 75. No truck traffic can currently utilize the crossing as it would bottom out. There is not room for two vehicles to meet at the same time on Hector Road; one must pull over to the side of the right of way to allow the other vehicle to pass.

Hancock Road currently has an access point into Walnut Creek on the eastern end and dead ends at the state line on the western end. There will be future connections into Walnut Creek as future phases are built.

Funding and Liability Factors:

N/A – cost for the overpass would be handled by NCDOT, the Mecklenburg – Union MPO, and CSX Railroad.

Council Options:

Consent to the proposed project or not consent. County Attorney John Weaver will cover the legal aspect of Council consent to proposals to move railroad crossing points.

Staff Recommendation:

Staff has not queried the area residents; however, from an overall transportation perspective I feel that a standard two lane overpass would be far superior to a one lane grade crossing.

Committee Recommendation:

This is coming from Union County, NCDOT, and the Mecklenburg Union MPO and has not gone to Committee due to time constraints.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RESOLUTION NO.: 1010-R2018

A RESOLUTION

TO VOICE THE SUPPORT OF THE LANCASTER COUNTY COUNCIL TO THE PROPOSAL BROUGHT FORWARD BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND THE CSX RAILROAD TO CLOSE THE HECTOR ROAD CROSSING LOCATED IMMEDIATELY NORTH OF HIGHWAY 75 AND TO REPLACE THAT CROSSING WITH A RAILROAD OVERPASS ON HELMS ROAD.

WHEREAS, Lancaster County has been contacted by representatives of Union County, North Carolina regarding a plan to potentially close the Hector Road railroad crossing with CSX. This proposal would be contingent upon NCDOT funding and the completion of a railroad overpass at the existing Helms Road crossing located in North Carolina; and

WHEREAS, Helms Road connects to Waxhaw Marvin Road which, in turn, intersects with Jim Wilson Road, Shelley Mullis Road and Marvin Road, providing, if ever necessary because of a problem with the Highway 521 bridge, a wide, two-lane paved road access back into Lancaster County ; and

WHEREAS, the present Hector Road crossing is a single lane road crossing with significant grade differential between the railroad crossing and Highway 75, creating the potential for trucks using that route to “bottom out”; and

WHEREAS, Lancaster County Council has received a presentation on the potential closure of the Hector Road railroad crossing and Council has considered the benefits of an alternative overpass at Helms Road, and find that the best interests of Lancaster County will be served by this Council’s support for the proposal.

THEREFORE, BE IT RESOLVED, THAT Lancaster County Council offers its support of and provides its consent to the closure of the Hector Road railroad crossing and the construction of a two-lane railroad overpass on Helms Road.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED.

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

MEMORANDUM

TO: County Council

FROM: Steve Willis, County Administrator *SW*

TODAY'S DATE: June 25, 2018

DUE DATE: N/A

SUBJECT: Potential Closure of Hector Road Railroad Crossing

We have been contacted by Bjorn Hansen of the Union NC Planning Department regarding a plan to potentially close the Hector Road railroad crossing with CSX. This will be on the July 16 Council agenda as Council would have to consent to the closing. This would be contingent upon NCDOT funding and completing an overpass for the Helms Road crossing in NC.

CSX is proposing to lengthen the current passing siding that currently stops at the state line. This would extend into SC but the exact length is unknown.

As part of this, they are proposing the following:

- Closing all grade crossings between US 521 in Lancaster and downtown Waxhaw, NC.
- Construction of an overpass for the Helms Road crossing. This is still conceptual and no plans currently exist for review. This would be coordinated with NCDOT.
- The Helms Road overpass would be approximately 1½ miles from the Hector Road crossing and just under a mile from the state line.
- Helms Road connects to Waxhaw Marvin Road which intersects with Jim Wilson Road, Shelley Mullis Road, and Marvin Road (names are different in NC). This would give wide two lane paved road access back into Lancaster County should there ever be a problem with the US 521 bridge.
- The Hector Road crossing is a single lane road crossing with significant grade differential between the railroad crossing and SC 75. Any truck traffic would likely bottom out if it tried to cross there. There is no way to correct the grade differential.
- In the past I have heard complaints from the residents on Hancock Road about cut through traffic from SC 75 to Walnut Creek. This would eliminate that but we would still need to see what the residents think about this.

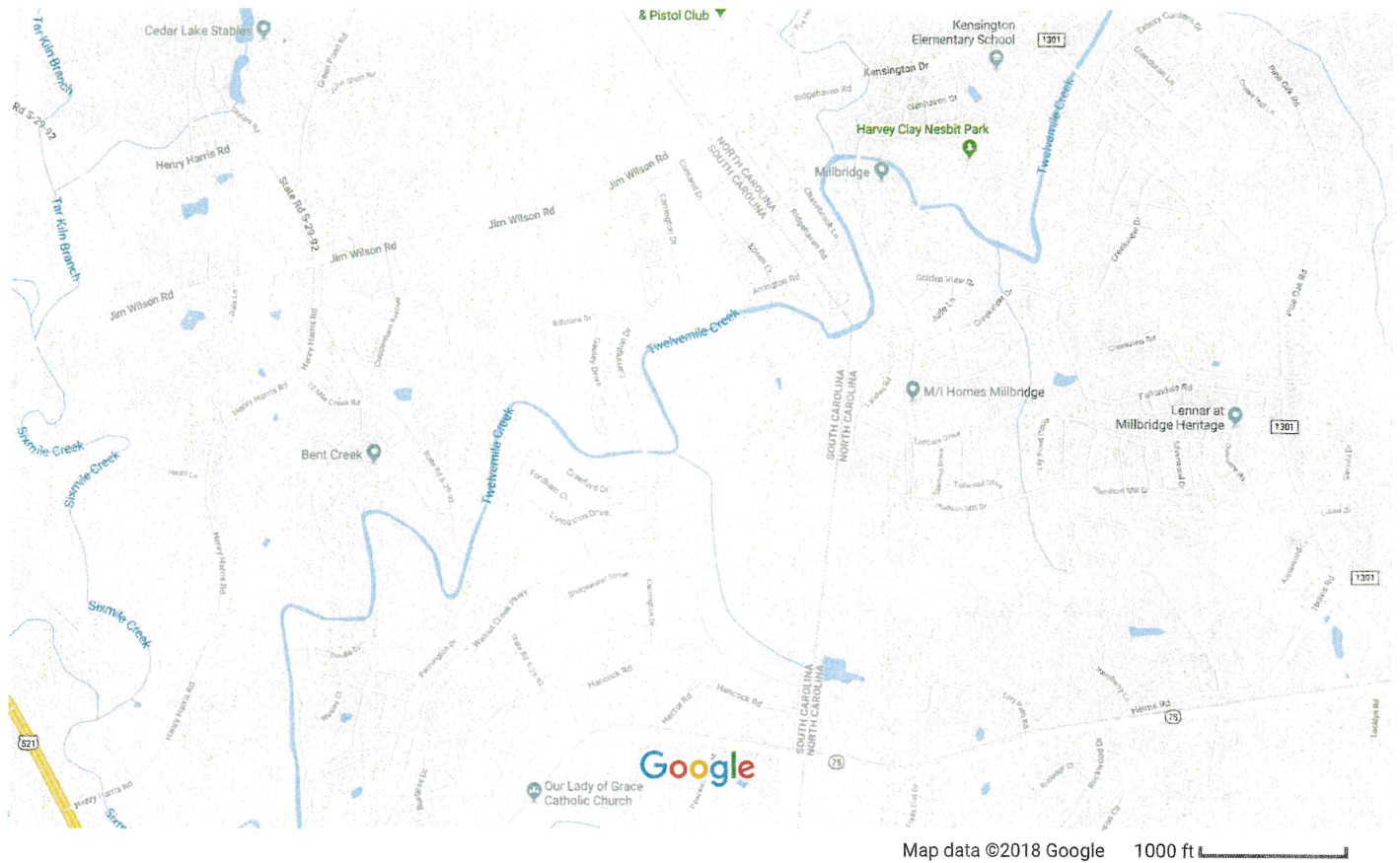
At this time this is just a proposal from Union County and NCDOT. I have attached two maps for your information; one is a wide view of the area and the other is a closer in view of the immediate area that would be affected. Please advise if you need any additional information for your consideration. Thanks.

SW

attachments

cc: Jeff Catoe, Public Services Director
Penelope Karagounis, Planning Director





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	Passed 5-1
Third Reading:	July 16, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. : 2018-1517

COUNTY OF LANCASTER

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AN ORDINANCE

ORDERING A REFERENDUM IN LANCASTER COUNTY, SOUTH CAROLINA, TO SUBMIT THE QUESTION OF WHETHER LANCASTER COUNTY, SOUTH CAROLINA, SHALL ISSUE NOT EXCEEDING \$14,000,000 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 a portion of the 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 \$13,839,000. 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 \$14,000,000, 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
\$14,000,000 GENERAL OBLIGATION BONDS
COUNTY OF LANCASTER COUNTY, SOUTH CAROLINA
November 6, 2018

No. _____ Precinct _____

Initials of Issuing Officer

OFFICIAL BALLOT, REFERENDUM
\$14,000,000 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 \$14,000,000, 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 a portion of the 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	
First Reading:	June 11, 2018	Passed 7-0
Second Reading:	June 25, 2018	Passed 6-0
Third Reading:	July 16, 2018	

(FORM OF NOTICE OF REFERENDUM)

NOTICE OF REFERENDUM
\$14,000,000 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 \$14,000,000, 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 a portion of the 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 \$14,000,000 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

DAN DODD, PLA

PRESIDENT, FITFIELDS

As the founder of The Dodd Studio, a landscape architecture firm based in the Charlotte metro area, Dan has developed an impressive portfolio of athletic facility planning and design projects throughout the Carolinas. This experience led him to create the FitFields division to cater more directly to clients in this space. Heading into his 21st year of experience, Dan has designed and planned over 40 recreation and sport facilities during his career.



EDUCATION

Master of Science, Parks, Recreation and Tourism Management, Clemson University, 2001
Bachelor of Landscape Architecture, The Pennsylvania State University, 1997

PROFESSIONAL REGISTRATIONS

PLA - Registered Landscape Architect, North Carolina #1589
PLA - Registered Landscape Architect, South Carolina #998
PLA - Registered Landscape Architect, Maryland #3215

PROFESSIONAL EXPERIENCE

- BB&T Minor League Baseball Stadium, High Point, NC
- American Legion Memorial Stadium Renovation, Charlotte, NC

COLLEGIATE EXPERIENCE

- UNC Chapel Hill Kenan Memorial Stadium Improvements
- UNC Chapel Hill Central Campus Athletic Project - Indoor/Outdoor Football Practice Facility
- UNC Chapel Hill Central Campus Athletic Project - Fetzer Field
- UNC Chapel Hill Finley Fields North Track and Field Complex and Soccer/Lacrosse Practice Facility
- UNC Chapel Hill Hooker Fields
- UNC Chapel Hill Finley Fields South Soccer Complex
- UNC Chapel Hill - Field Hockey Stadium Field
- UNC Wilmington Harold Greene Track Renovation
- UNC Wilmington Outdoor Enhancement Project Master Plan
- UNC Wilmington Outdoor Enhancement Project - Intramural Fields Construction Documents
- UNC Wilmington Men's Synthetic Turf Baseball Practice Facility
- UNC Pembroke Athletic Complex Master Plan

HIGH SCHOOL EXPERIENCE

- Lancaster High School Track and Field Facility, Lancaster County, SC
- Lancaster High School Stadium Synthetic Turf Conversion, Lancaster County, SC
- Buford High School Stadium Field and Track Enhancements, Lancaster County, SC
- Andrew Jackson High School Stadium Field and a New Track, Lancaster County, SC
- Anderson County, SC School District 5 - Synthetic Turf Baseball Fields
- Cardinal Gibbons High School Track and Field Master Plan, Raleigh, NC

MUNICIPAL EXPERIENCE

- Town of Cornelius, NC Multi-Purpose Sport Fields
- Waterside Park Master Plan, Fort Mill, SC
- Doby Bridge Park Baseball Complex, Fort Mill, SC
- Walter Elisha Park Master Plan, Fort Mill, SC

RECREATION BOND PROJECTS

1. Indian Land Recreation Center	\$ 4,221,624.00
2. Lindsay Pettis Greenway	\$ 2,500,000.00
3. Barr Street Auditorium	\$ 200,000.00
4. Indian Land Soccer Complex	
Natural Turf	\$ 3,438,268.00
Synthetic Turf	\$ 4,991,848.00
5. Heath Springs Soccer Complex	
Natural Turf	\$ 3,479,855.00
Synthetic Turf	\$ 5,033,435.00
Totals:	
With Natural Turf	\$ 13,839,747.00
With Synthetic Turf	\$ 16,946,907.00

The bond(s) that are issued will not necessarily be for the total amount authorized by the referendum. The bond(s) that are issued will be for no more than the cost of the project and the related costs of issue.

July 9, 2018

VIA ELECTRONIC TRANSFER

Mr. Steve Willis
Lancaster County Administrator
P.O. Box 1809
Lancaster, South Carolina 29721-1809

RE: Proposed Recreational Projects Bond Referendum

Dear Mr. Willis,

Over the last few months Compass Municipal Advisors, LLC, as Financial Advisor to Lancaster County, South Carolina, has provided debt service and millage calculations for various potential referendum amounts regarding the above referenced project(s). This letter is to consolidate and update those calculations for consideration and review.

Below please find in table summary computations for three referendum options:

Referendum Amount	Annual Debt Service	Millage Requirement
\$11.0MM	\$872,000	2.50
\$14.0MM	\$1,110,000	3.10
\$19.0MM	\$1,505,000	4.20

The above calculations assume: (1) a twenty-year financing term (2) a conservative borrowing rate of 5.0% and (3) a value of a mill of \$358,000. To the extent the assumptions change, the millage requirements would be adjusted, as appropriate.

Please advise if we can assist further with this proposed project.

Sincerely,

Brian Nurick

John Weaver

Subject:

FW: [EXTERNAL] RE: [EXTERNAL] RE: [EXTERNAL] Recreation Bond

On a \$100,000 house (owner occupied), it would be as follows:

\$11MM - \$10.00
\$14MM - \$12.40
\$19MM - \$16.80

On a \$100,000 commercial property, it would be as follows:

\$11MM - \$15.00
\$14MM - \$18.60
\$19MM - \$25.20

Thanks.

M McNAIR
ATTORNEYS

Laura A. Foster PLS

Paralegal to Francenia B. Heizer
lfoster@mcnair.net | 803 753 3338 Direct

McNair Law Firm, P.A.

Columbia Office 1221 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 933 1467 Fax

Mailing Post Office Box 11390 | Columbia, SC 29211

[VCard](#) | [Website](#)



communication and all copies.

The Lancaster News

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

AMENDED NOTICE OF PUBLIC HEARING Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, July 16, 2018, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2018-1517, an ordinance titled "AN ORDINANCE ORDERING A REFERENDUM IN LANCASTER COUNTY, SOUTH CAROLINA, TO SUBMIT THE QUESTION OF WHETHER LANCASTER COUNTY, SOUTH CAROLINA, SHALL ISSUE NOT EXCEEDING \$14,000,000 (PRELIMINARY, SUBJECT TO CHANGE) 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." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *June 29, 2018.*

Benita G. Gumbel

Notary Public of South Carolina

My Commission Expires
January 13, 2021

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	Passed 4-2
Third Reading:	July 16, 2018	

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	-	-	-	-	-	-	-	-	-	-	-
Farmer's Markets and Roadside Stands		P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Forestry		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	-	-	-	-	-	-
Wineries		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	5.11.2
Solar Farms		CU	CU	CU	-	-	-	-	-	-	-	-	-	CU	CU	CU	-	-	-	-	-	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	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	-
Utilities – Class 3		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	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	-
Wireless Communication Facility (Up to 60.00')		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01'to 199.99')		SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (200' and Over)		-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	SE	SE	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	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.

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended Section 2.5.3 Table Use Table & Sec. 5.11.4

Current Text

See Attachment.

Solar Farms

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

Lancaster County

Address

101 N. Main Street

City

Lancaster

State

SC

Zip

29720

Phone

803-416-9300

Fax

Email

Swillis@lancastercountysc.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 Walker
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
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	-	-	-	-	-	-	-	-	-	-	-
Farmer's Markets and Roadside Stands		P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Forestry		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	-	-	-	-	-	-
Wineries		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	5.11.2
Solar Farms		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3
Utilities – Class 1		CU	CU	-	-	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	-	5.11.4
Utilities – Class 2		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Utilities – Class 3		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Wireless Communication Facility (Concealed)		P	P	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-
Wireless Communication Facility (Up to 60.00')		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01' to 199.99')		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 (200' and Over)		SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	SE	5.11.5
		-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-
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	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)

Exhibit 2

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.

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	Passed 5-1
Second Reading:	July 16, 2018	
Third Reading:	August 13, 2018	(Tentative)

Agenda Item Summary

Ordinance # 2018-1524 / RZ-018-022

Contact Person: Tina Young

Department: Planning

Date Requested to be on Agenda: July 16th, 2018

Issue for Consideration:

This is an application submitted by Christine Adams to rezone a \pm 1 acre tract of property located at 391 Rocky River Road (Tax Map 71, Parcel 6) from RR, Rural Residential District to RUB, Rural Business District. The property has an established 1,200 square foot appliance show room and an attached 1,200 square foot repair shop. The applicant would like to sell their property, and therefore needs to rezone it to the appropriate commercial district.

Points to Consider:

Immediately adjacent properties are zoned RR, Rural Residential District. The property is within \pm 500 feet of one parcel that is zoned RUB, Rural Business District. Further north there is also a large section of properties that are also zoned RUB, Rural Business District.

The facts and findings of this report show that the property is designated as RR, Rural Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Rural Living and is located within the Rural Crossroads node, based on the *Lancaster County Comprehensive Plan 2014-2024*.

According to the Chapter 2 definition in the Unified Development Ordinance, "The Rural Business District is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population".

Prior to the rewrite of the Unified Development Ordinance, this parcel was zoned R45b, Rural Residential/Business/Agricultural District, which did allow for commercial uses such as gas stations, automotive services, and other retail.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the planning staff that the rezoning request be approved. By rezoning this property to RUB, Rural Business District, staff finds that it would be complementary to the community and serve some of the needs of the surrounding rural population.

At the Lancaster County Planning Commission meeting on Tuesday, June 19th, 2018 the Commission voted to **APPROVE** the rezoning application of Christine Adams by a vote of (7-0). At the above referenced meeting, a representative from The Civil War Preservation Trust spoke against this rezoning because he felt that it would detract from the historical significance of the nearby Buford Massacre Site.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1524

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 1 ACRE TRACT OF PROPERTY OWNED BY MS. CHRISTINE ADAMS, LOCATED AT 391 ROCKY RIVER ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Christine Adams applied to rezone property located at 391 Rocky River Road from RR, Rural Residential District to RUB, Rural Business District.

(b) On June 19th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0071-00-006.00

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)



Case No. RZ-018-022
Staff Report to Planning Commission
Meeting Date: June 19th, 2018

Proposal: Rezoning application of Christine Adams to rezone a \pm 1 acre tract of property from RR, Rural Residential District to RUB, Rural Business District.

Property Location: 391 Rocky River Road, Lancaster, SC 29720 (TMS# 0071-00-006.00)

Zoning District Classification: Rural Residential District

Voting District: District 3, Billy Mosteller

Site Information

Site Description: The property has a 1,200 square foot appliance show room and an attached 1,200 square foot repair shop.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are zoned RR, Rural Residential District. The property is within \pm 500 feet of one parcel that is zoned RUB, Rural Business District. Further north there is also a large section of properties that are also zoned RUB, Rural Business District. Some businesses located in this area include a vehicle repair shop, Dollar General, and a restaurant.

Exhibits

1. Location & Zoning Map

Findings and Conclusions

The facts and findings of this report show that the property is designated as RR, Rural Residential District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Rural Living and is located within the Rural Crossroads node, based on the *Lancaster County Comprehensive Plan 2014-2024*.

According to the Chapter 2 definition in the Unified Development Ordinance, "The Rural Business District is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population".

Additionally, prior to the rewrite of the Unified Development Ordinance, this parcel was zoned R45b, Rural Residential/Business/Agricultural District, which did allow for commercial uses such as gas stations, automotive services, and other retail.

By rezoning this property to RUB, Rural Business District, it would be complementary to the community and serve some of the needs of the surrounding rural population.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Christine Adams for the \pm 1 acre of property located at 391 Rocky River Road, Lancaster, SC 29720 be **APPROVED**.

Date of 1st Reading: July 16th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, June 19th, 2018 the Commission voted to **APPROVE** the rezoning application of Christine Adams by a vote of (7-0). At the above referenced meeting, a representative from The Civil War Preservation Trust spoke against this rezoning.

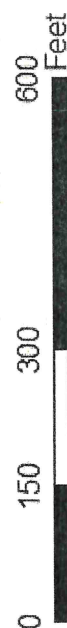


Christine Adams
RZ-018-022
Location & Zoning Map

Exhibit 1

Lancaster
County
Salem, Carolina

THESE MAPS ARE THE PROPERTY OF LANCASTER COUNTY AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LANCASTER COUNTY. THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. LANCASTER COUNTY ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS. THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE.



Agenda Item Summary

Ordinance # 2018-1525 / RZ-018-023

Contact Person: Tina Young

Department: Planning

Date Requested to be on Agenda: July 16th, 2018

Issue for Consideration:

This is an application submitted by Lancaster County to rezone a total of \pm 1.37 acres of property located at 8984 & 8996 Charlotte Highway (Tax Map 10, Parcels 31 & 32) from MX, Mixed-Use District to GB, General Business District.

Points to Consider:

The facts and findings of this report show that the properties are currently zoned MX, Mixed-Use District and do not meet the minimum standards to be developed, which is 25 acres. These properties were zoned MX, Mixed-Use District after the rewrite of the Unified Development Ordinance, because this area is classified as a Pedestrian Center node on the Future Land Use map. It was anticipated that the surrounding parcels would be assembled together to create a Mixed-Use project, which did not happen. Therefore, these properties are non-conforming and do not meet the minimum required acreage. The properties that are subject to this rezoning were previously zoned B-3, General Commercial District before the new Unified Development Ordinance was approved in November 2016. If rezoned to GB, General Business District both properties will return to the original zoning designation of Commercial and become conforming.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the planning staff that the rezoning request be approved, due to the fact that these properties are currently non-conforming and that they were previously zoned B-3, General Commercial District.

At the Lancaster County Planning Commission meeting on Tuesday, June 19th, 2018 the Commission voted to **APPROVE** the rezoning application of Lancaster County by a vote of (7-0). At the above referenced meeting, no one signed up to speak on this case.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1525

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 ± 1.37 ACRES OF PROPERTY OWNED BY TRANSFORMATION CHURCH, LOCATED AT 8984 & 8996 CHARLOTTE HIGHWAY 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 at 8984 & 8996 Charlotte Highway from MX, Mixed-Use District to GB, General Business District.

(b) On June 19th, 2018 the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0010-00-031.00 and 0010-00-032.00

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

Date of 1st Reading: July 16th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: August 27th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-023
Staff Report to Planning Commission
Meeting Date: June 19th, 2018

Proposal: Rezoning application of Lancaster County to rezone a total of ± 1.37 acres of property from MX, Mixed-Use District to GB, General Business District.

Property Locations: 8984 & 8996 Charlotte Highway, Indian Land, SC 29707 (Tax Map #10, Parcels 31 & 32)

Zoning District Classification: Mixed-Use District

Voting District: District 7, Brian Carnes

Site Information

Site Description: The property located at 8996 Charlotte Highway is partially wooded and contains a single family home. The property located at 8984 Charlotte Highway is vacant and serves as an access point to the adjacent Transformation Church property.

Vicinity Data

Surrounding Conditions: The subject properties are adjacent to the north by property zoned PDD, Planned Development District (PDD-11 Bridgemill). To the south is property zoned INS, Institutional, and is owned by Transformation Church. To the west is property zoned Mixed-Use District, which is also in the process of being rezoned to General Business, initiated by Lancaster County. This is case RZ-018-012, and is scheduled for the first reading at County Council on June 11th, 2018.

Exhibits:

1. Location Map/Zoning Map

Findings and Conclusions

The facts and findings of this report show that the properties are currently zoned MX, Mixed-Use District and do not meet the minimum standards to be developed, which is 25 acres. These properties were zoned MX, Mixed-Use District after the rewrite of the Unified Development Ordinance, because this area is classified as a Pedestrian Center node on the Future Land Use map. It was anticipated that the surrounding parcels would be assembled together to create a Mixed-Use project, which did not happen. Therefore, these properties are non-conforming and do not meet the minimum required acreage. The properties that are subject to this rezoning were previously zoned B-3, General Commercial District before the new Unified Development Ordinance was approved in November 2016. If rezoned to GB, General Business District both properties will return to the original zoning designation of Commercial and become conforming.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Lancaster County for the properties located at 8984 & 8996 Charlotte Highway, Indian Land, SC 29707 be **APPROVED**.

Date of 1st Reading: July 16th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

Planning Commission Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, June 19th, 2018 the Commission voted to **APPROVE** the rezoning application of Lancaster County by a vote of **(7-0)**. At the above referenced meeting, no one signed up to speak on this case.

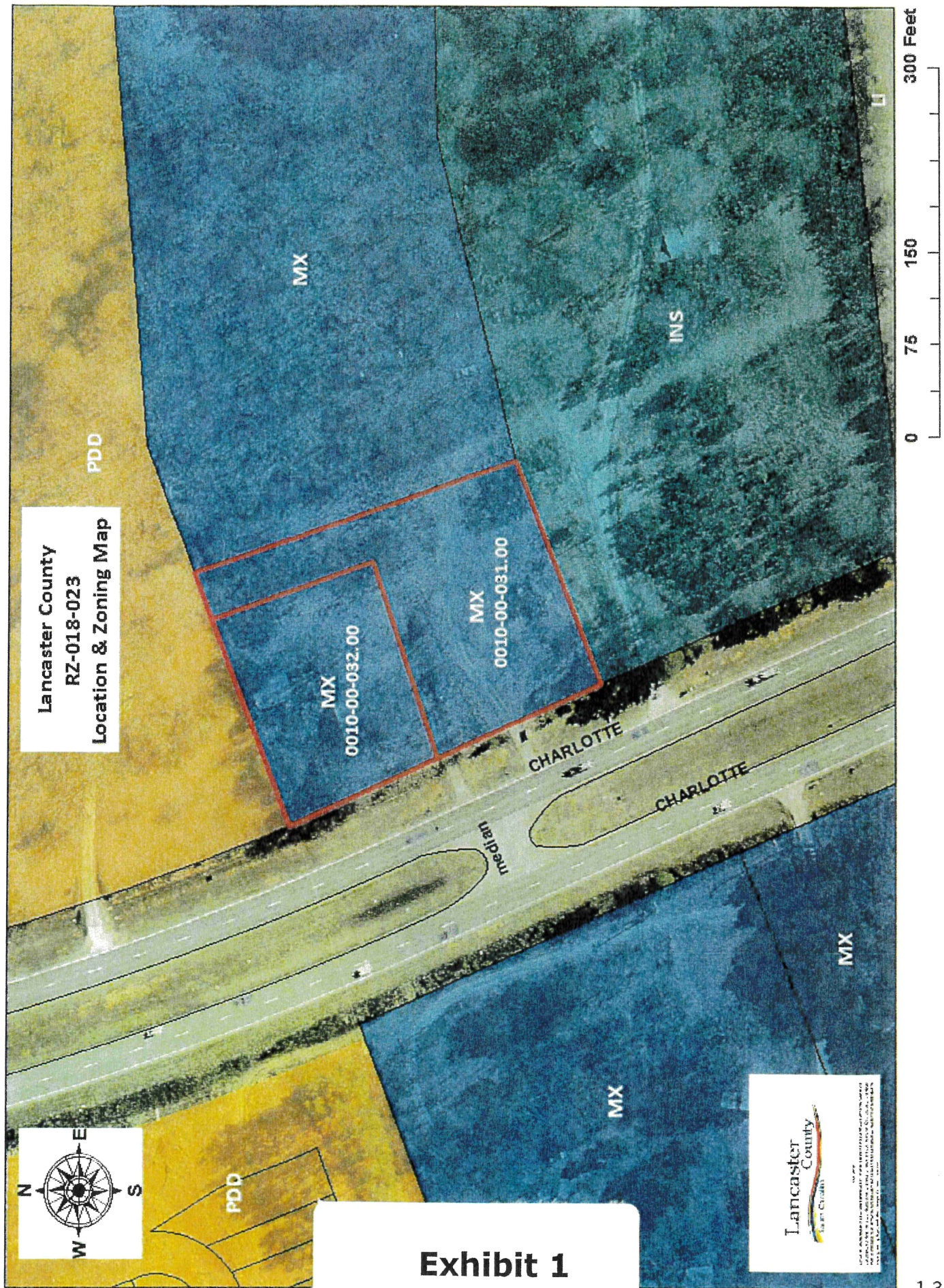


Exhibit 1



Ordinance # / Resolution#: Ordinance # 2018-1526
Ordinance# 2018-1530
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: July 16, 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:

Ordinance # 2018-1526 is the property tax incentive agreement for the Project Wine and Ordinance # 2018-1530 establishes a multi county park for the project in order to award the SSRC. Council can vote to approve one or both of the ordinances, table one or both of them, or reject one or both of them.

Recommendation:

At the June 25, 2018 Council Meeting the council approved the resolution for the incentives for the project. LCDED recommends Council approve the two ordinances.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1526

COUNTY OF LANCASTER

)

AN ORDINANCE

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

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

Section 1. Findings.

The Council finds that:

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

(b) Project Wine, a code name for a South Carolina corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company") intends to locate a facility in the County (the "Project"), provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(c) the Project is anticipated to result in an investment of approximately \$2,810,000 in personal and real property and approximately 139 jobs of which at least 80 will be full-time jobs that meet the County's criteria for incentives;

(d) pursuant to Resolution No. 1003-R2018, adopted June 25, 2018, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

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

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

Section 2. Approval of Credit Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Approval and Execution of Credit Agreement.

The form, terms, and provisions of the Credit Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Credit Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Credit Agreement attached to this ordinance.

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Date 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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Public Hearing:	August 27, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

Exhibit A to Ordinance No. 2018-1526

**Special Source Revenue Credit Agreement
Lancaster County, South Carolina and Project Wine**

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

AMONG

LANCASTER COUNTY, SOUTH CAROLINA

AND

[PROJECT WINE]

AND

[LANDLORD]

DATED
AS OF
AUGUST 27, 2018

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is made and entered into as of August 27, 2018 (“Effective Date”), by and among LANCASTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; PROJECT WINE, a South Carolina corporation (the “Company”); and [LANDLORD], a South Carolina limited liability company (“Landlord”).

RECITALS

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

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

WHEREAS, the County and Chesterfield County have acted to include in the Master Park Agreement the Landlord’s property located at 1312 Camp Creek Road (Tax Map No. 0068F-08-006.00) (the “Land”);

WHEREAS, pursuant to Resolution No. 1003-R2018, adopted on June 25, 2018 (the “Inducement Resolution”), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of *ad valorem* tax payments to be made by the Company, and (ii) locate the Company’s Land in an MCP Park;

WHEREAS, the Company has committed to employ not less than 102 Qualified Full-Time Jobs (as defined below) in connection with the Project (as defined below).

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

ARTICLE I
RULES OF CONSTRUCTION; DEFINITIONS

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

SECTION 1.2 *Definitions.*

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

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

“Agreement” means this Special Source Revenue Credit Agreement dated as of August 27, 2018, among the County, the Company and the Landlord.

“Company” means _____, a South Carolina corporation, and its successors and assigns.

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

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

“Documents” means the Ordinance and this Agreement.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other tangible personal property located on or at the Real Property to the extent such is used in the operation of the Project.

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

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

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

“Infrastructure Improvements” means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits. Upon the written election by the Company and written notice to the County, personal

property, including the Equipment, and such other items as may be described in or permitted under Section 4-29-68 of the Acts, shall also be included.

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

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

“Landlord” means _____, a South Carolina limited liability company, that is the owner of the Real Property, and its successors and assigns.

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

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

“Ordinance” means Ordinance No. 2018-1526, enacted by the County Council on August 27, 2018, authorizing and approving this Agreement.

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

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

“Project” means the Equipment, Improvements, and Real Property owned or leased by the Company.

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

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

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

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

“State” means the State of South Carolina.

“Wage Requirement” means Sixteen Dollars (\$16.00) per hour. The hourly wage rate of sixteen dollars (\$16.00) shall be adjusted on December 31, 2023, to the then current per capita hourly wage rate for the County as published by the SCDOR 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 SCDOR and applied to years eleven through fifteen of the Project. On December 31, 2033, the hourly wage rate shall be adjusted to the then current per capita hourly wage rate for the County as published by the SCDOR and applied to years sixteen and thereafter of the Project.

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

ARTICLE II LIMITATION OF LIABILITY

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

ARTICLE III REPRESENTATIONS AND COVENANTS

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

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

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

SECTION 3.4 *Representations of the Landlord.* The Landlord represents and covenants that (i) it is a limited liability company organized, validly existing, and in good standing under the laws of the State, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, (iv) it has authorized its officials to execute and deliver this Agreement; and (v) it will pass on any savings resulting from this Agreement to the Company, it being agreed by the Landlord that the incentives provided for in this Agreement are in consideration for the Company investing in the County.

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

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

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

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company has made a written election to include, as part of the Infrastructure Improvements, the Equipment, and has provided notice to the County of such election, and the Company subsequently removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

SECTION 4.2 *Special Source Revenue Credit.*

(a) The Company shall receive a Special Source Revenue Credit for personal property in each of the first twenty years of the Project as follows:

(i) In the first ten (10) years of the Project (years one through ten) equal to seventy percent (70%) of the amount of the Payment-in-Lieu-of-Taxes on all personal property of the Project,

(ii) In years eleven (11) and twelve (12) of the Project equal to forty-eight percent (48%) of the amount of the Payment-in-Lieu-of-Taxes on all personal property of the Project, and

(iii) In years thirteen (13) through twenty (20) of the Project equal to fifty-three percent (53%) of the amount of the Payment-in-Lieu-of-Taxes on all personal property of the Project.

provided, however, this Special Source Revenue Credit does not apply to personal property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution.

(b) The Company shall receive a Special Source Revenue Credit for real property in each of the first twenty years of the Project equal to the difference between the amount of the Payment-in-Lieu-of-Taxes on all real property computed as if the real property were subject to *ad valorem* taxes in the then applicable year and the amount of the Payment-in-Lieu-of-Taxes on all real property if it was computed using a millage rate of 317.6 mills and an assessment ratio of six percent. This Special Source Revenue Credit also applies to the Project's Real Property that has been subject to *ad valorem* property tax in the County prior to the date of the Inducement Resolution, and which Real Property may be owned by either the Landlord or the Company.

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

SECTION 4.3 *Performance Requirements.*

(a) For the Special Source Revenue Credits granted under 4.2(a) above, the Company agrees and commits to the employment of the number of Qualified Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, as follows: (i) to have employed in Qualified Full-Time Jobs an average of not less than ten (10) in the first 12 months of operation, (ii) to have employed in Qualified Full-Time Jobs an average of not less than twenty-five (25) during the second twelve month period of operation, (iii) to have employed in Qualified Full-Time Jobs an average of not less than forty (40) during the third through tenth twelve month period.

The SSRC provided in items 4.2 (a) and (b) 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 Qualified Full-Time Jobs. The number of Qualified Full-Time Jobs shall be based on the average number of Qualified Full-Time Jobs for each month during the year.

The commencement date of operations shall be established by the Company providing written notice to the County Economic Development Director of the commencement of operations. Should the Company fail to provide such notice by August 18, 2018, the commencement date shall be deemed to be the date the certificate of occupancy or comparable governmental approval for the occupancy and use of the Project building is issued.

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

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

(d) Company agrees that the Special Source Revenue Credits for a year shall be reduced to the extent that the Company fails to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, for the twelve month period ending December 31, 2020, the Jobs Commitment number is 25 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 20, and the Special Source Revenue Credit to which the Company would otherwise be entitled for the next twelve month period is Fifty Thousand Dollars (\$50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (d) would be calculated as follows:

Jobs Commitment for period ending December 31, 2020: 25 Qualified Full-Time Jobs

Jobs Maintained for period ending December 31, 2020: 20 Qualified Full-Time Jobs

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

$$[25 - 20] / 25 = 5 / 25 = 20\%$$

$$20\% \times \$50,000.00 = \$10,000$$

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

SECTION 4.4 *Term.* Except for those provisions which are intended to survive termination of this Agreement, the term of this Agreement shall be from the Effective Date until the last day of the year in which the Company and Landlord are eligible for the Special Source Revenue Credits provided in Section 4.2 of this Agreement unless earlier terminated pursuant to Section 4.3(e) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

ARTICLE V EFFECTIVE DATE

SECTION 5.1 *Effective Date.* This Agreement is effective as of the Execution Date.

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1 *Confidential Information.*

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

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

SECTION 6.2 *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon

those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

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

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

SECTION 6.3 *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

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

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

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; *provided, that*, if, by reason of "*force majeure*", as hereinafter defined, the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event

of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

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

SECTION 7.2 *Default by the Company.* Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the laws relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3 *Default by County.* Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

SECTION 7.4 *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.5 *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

**ARTICLE VIII
COMPANY OPTION TO TERMINATE**

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

**ARTICLE IX
MISCELLANEOUS**

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

If to the Company:

With a copy to:

To the County:

County of Lancaster, South Carolina

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 9.12 *Administrative Expenses* (a) Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, PROJECT WINE, and LANDLORD, pursuant to due authority, have duly executed this Special Source Revenue Credit Agreement, all as of the Effective Date.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

PROJECT WINE

By: _____

Name: _____

Title: _____

[LANDLORD]

By: _____

Name: _____

Title: _____

Agenda Item Summary

Ordinance # 2018-1527

Contact Person: Penelope G. Karagounis, Planning Director

Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Application of Lancaster County (UDO-TA-018-008), to amend the Unified Development Ordinance text of Chapter 8, Natural Resources Protection, Section 8.1.7 Applicability, Subsection A. Flood Damage Prevention to delete the May 16, 2017 date and add the September 28, 2018 for the Flood Insurance Study (FIS) and accompanying maps and supporting data. This update is for six new flood panels being updated for the Wateree Watershed Flood Insurance Study.

Points to Consider:

This text amendment is to delete the May 16, 2017 date and add the September 28, 2018 date for the Flood Insurance Study (FIS) update with the new flood panels as a result of the updated Wateree Watershed Flood Insurance Study. These panels will become effective on September 28, 2018. The six new flood panels are 0350E, 0375E, 0400E, 0460E, 0500E, and 0525E.

Funding and Liability Factors: N/A

Council Options: To approve or deny the text amendment

Recommendation:

At the Lancaster County Planning Commission meeting on June 19, 2018, the Planning Commission recommended to approve the text amendment by a vote of (7-0).

AN ORDINANCE

TO AMEND A SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 8, SECTION 8.1.7A., FLOOD DAMAGE PREVENTION, SO AS TO UPDATE THE EFFECTIVE DATE OF THE SIX NEW FLOOD PANELS FOR THE WATEREE WATERSHED FLOOD INSURANCE STUDY.

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 so as to conform with the updated Wateree Watershed Flood Insurance Study in the following particular:

Section 8.1.7A. shall be amended to the extent that the date of May 16, 2017 shall be deleted and substituted therefore shall be the date of September 28, 2018.

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

Proposal:

Application of Lancaster County (UDO-TA-018-008), to amend the Unified Development Ordinance text of Chapter 8, Natural Resources Protection, Section 8.1.7.A-Applicability, Flood Damage Prevention to delete the May 16, 2017 date and add the September 28, 2018 for the Flood Insurance Study (FIS) and accompanying maps and supporting data. This update is for 6 new flood panels being updated for the Wateree Watershed Flood Insurance Study.

Original Text Amendment and Proposed Text Amendment: See Exhibit 2.

Exhibits

1. Text Amendment Application
 2. Original and Proposed Text Amendment
 3. Exhibits of updated Flood Panels from Scott Edgar, County Engineer
-

Findings and Conclusions

This text amendment is to delete the May 16, 2017 date and add the September 28, 2018 date for the Flood Insurance Study (FIS) update with the new flood panels as a result of the updated Wateree Watershed Flood Insurance Study. These panels will become effective on September 28, 2018. The six new flood panels are 0350E, 0375E, 0400E, 0460E, 0500E, and 0525E.

Planning Staff Recommendation

The Planning staff recommends approving the text amendment by adding the September 28, 2018 date for the Flood Insurance Study (FIS) and accompanying maps and supporting data.



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

Ch. 8, Natural Resources Protection,
Section 8.1.7.A - Applicability,
Flood Damage Prevention

Proposed Text

To delete the May 17, 2017 date and
add the Sept. 28, 2018 for the Flood Insurance
Study (FIS) and accompanying maps
& supporting data.

Description of Need for Proposed Text

The Dept. of Homeland Security's
Federal Emergency Management Agency has
provided Lancaster County with updated copies
of Flood Insurance Rate Maps & Flood Insurance
Study for a portion of Lancaster County
within the Lake Wateree Watershed.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name

Lancaster County

Address

P.O. Box 1809

City

Lancaster

State

SC

Zip

29721

Phone

803-416-9300

Fax

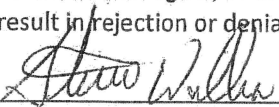
Email

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.


Applicant

5-15-18
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 UDD-TA-018-008 Date Received 5-15-18 Receipt Number —

Amount Paid Fee Waived Check Number — Cash Amount —

Received By TY Planning Commission Meeting Date June 19th, 2018

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 Zoning Department

101 N. Main Street

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 416-9777

Fax (803) 416-9797

April 23, 2018

To: Lancaster County Planning Commission

Re: proposed ordinance to adopt Flood Maps

The Department of Homeland Security's Federal Emergency Management Agency has provided Lancaster County with updated copies of Flood Insurance Rate Maps (FIRM) and a Flood Insurance Study (FIS) for a portion of Lancaster County within the Lake Wateree Watershed. This revised study incorporates updated topographic data, revised hydrologic and hydraulic analysis resulting in modified Special Flood Hazard Area boundaries and Base (1 – percent annual chance) Flood Elevations (BFE) for the Catawba-Wateree River Systems. This area includes four maps within the Catawba – Wateree System. These updated maps provide more accurate flood data for this area. It is mandatory that these maps are adopted in order for Lancaster County to remain in the National Flood Insurance Program. These maps are located in the sparsely populated Southwestern portion of Lancaster County.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Cauthen", is written over the word "Sincerely,".

Kenneth Cauthen

possible, the natural characteristics of floodplains and their associated wetlands and water bodies should be preserved and enhanced. Decisions to alter floodplains, especially floodways and stream channels, should be the result of careful planning processes that evaluate resource conditions and human needs.

B. STORMWATER MANAGEMENT AND SEDIMENT AND EROSION CONTROL

1. The stormwater management provisions of this chapter are intended to protect water quality for present and future residents of the County and surrounding regions by limiting the amount of pollutants including, but not limited to, nitrogen in stormwater runoff that makes its way into the County's stormwater drainage system. Specific objectives include protection of riparian buffers, control of nitrogen export from development, control of peak stormwater runoff, and the use of best management practices. The stormwater management provisions of this chapter are further intended to provide for the enforcement of the County's stormwater management program; to prohibit non-stormwater discharges to the County stormwater drainage system, require the removal of illicit connections to the County stormwater drainage system and prevent improper disposal of materials that degrade water quality.
2. The erosion and sedimentation control provisions of this ordinance are adopted for the purposes of regulating certain land-disturbing activity to control accelerated erosion and sedimentation in order to prevent the pollution of water and other damage to lakes, watercourses, and other public and private property by sedimentation.

8.1.5 PERMITS REQUIRED

A. FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance prior to the commencement of any development activities. No structure or land shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

B. STORMWATER MANAGEMENT PERMIT

No person shall construct, repair or alter the stormwater drainage system for the purpose of draining water from any land or premises, or commence any development activities before receiving a Stormwater Management Permit according to the provisions of this chapter.

C. GRADING (EROSION AND SEDIMENTATION CONTROL) PERMIT

No person shall undertake any land-disturbing activity as specified by the erosion and sedimentation control provisions of this chapter and SCDHEC and EPA requirements until plans for controlling erosion associated with the activity have been reviewed and approved by either SCDHEC or Lancaster County as required by this ordinance.

8.1.6 REQUIRED CONFORMANCE TO THE LANCASTER COUNTY SPECIFICATIONS MANUAL

The Lancaster County Manual of Specifications, Standards and Design (MSSD) is herein incorporated as Appendix C and by reference. Conformance to the Manual of Specifications, Standards and Design is required in addition to the provisions in this ordinance.



8.1.7 APPLICABILITY

A. FLOOD DAMAGE PREVENTION

These regulations shall apply to all areas of special flood hazard within the jurisdiction of Lancaster County as identified by the Federal Emergency Management Agency (FEMA) in its Flood Insurance Study, dated May 16, 2017 ~~September 28, 2018~~ with the accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance. (Ord. No. 2017-1435,

4.10.17)

1. **Interpretation:** In the interpretation and application of this ordinance all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under State law. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.
 2. **Warning and Disclaimer of Liability:** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Lancaster County or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.
- B. The various erosion control, flood damage prevention, stormwater management and watershed protection provisions of this chapter apply according to the table below:

Regulation Type	Geographic Applicability	Applicable Subsections
Flood Damage Prevention Regulations	All Districts	Section 8.2
Stormwater Management Regulations	All Districts	Sections 8.3 and 8.7
Erosion and Sedimentation Control Regulations	All Districts	Sections 8.4, 8.5 and 8.6

8.2 PROVISIONS FOR FLOOD HAZARD REDUCTION

8.2.1 GENERAL STANDARDS

Development may not occur in the Special Flood Hazard Area (SFHA) where alternative locations exist due to the inherent hazards and risks involved. Before a permit is issued, the applicant shall demonstrate that new structures cannot be located out of the SFHA and that encroachments onto the SFHA are minimized. In all areas of special flood hazard the following provisions are required:

A. ANCHORING

All new construction and substantial improvements shall be anchored to prevent flotation, collapse, and lateral movement of the structure.

B. FLOOD RESISTANT MATERIALS AND EQUIPMENT

All new construction and substantial improvements shall be constructed with flood resistant materials and utility equipment resistant to flood damage in accordance with Technical Bulletin 2, *Flood Damage-Resistant Materials Requirements*, dated August 2008, and available from the Federal Emergency Management Agency.

C. MINIMIZE FLOOD DAMAGE

All new construction and substantial improvements shall be constructed by methods and practices that minimize flood damages.

D. CRITICAL DEVELOPMENT

Critical development shall be elevated to the 500 year flood elevation or be elevated to the highest known historical flood elevation (where records are available), whichever is greater. If no

FLOOD INSURANCE STUDY

FEDERAL EMERGENCY MANAGEMENT AGENCY

VOLUME 1 OF 2



LANCASTER COUNTY, SOUTH CAROLINA AND INCORPORATED AREAS

COMMUNITY NAME	COMMUNITY NUMBER
HEATH SPRINGS, TOWN OF*	450275
KERSHAW, TOWN OF	450119
LANCASTER, CITY OF	450121
LANCASTER COUNTY, UNINCORPORATED AREAS	450120

*No Special Flood Hazard Areas Identified



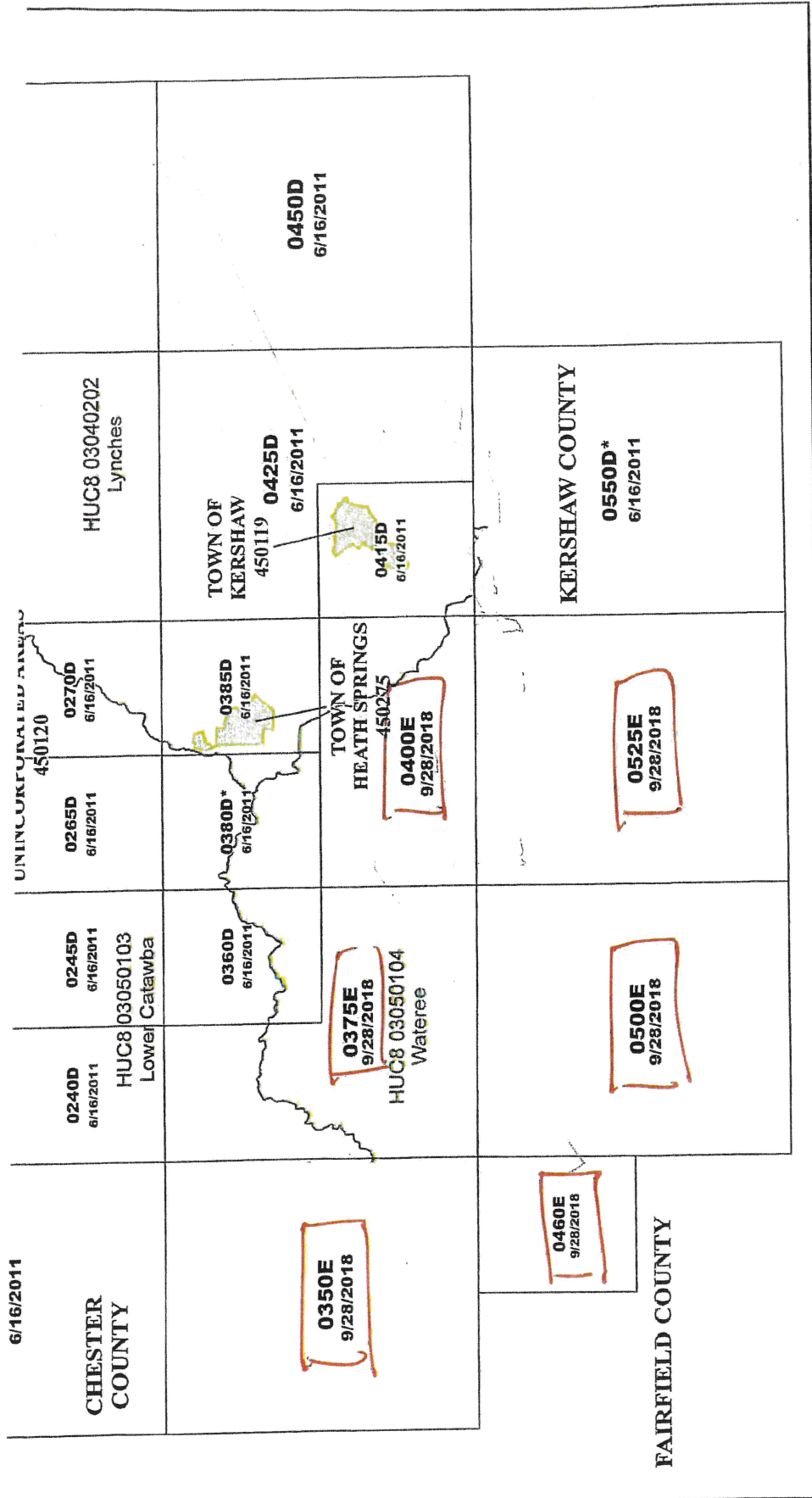
FEMA

REVISED:**SEPTEMBER 28, 2018**

FLOOD INSURANCE STUDY NUMBER

45057CV001C

Version Number 2.3.2.1




NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP INDEX

LANCASTER COUNTY, SOUTH CAROLINA and Incorporated Areas

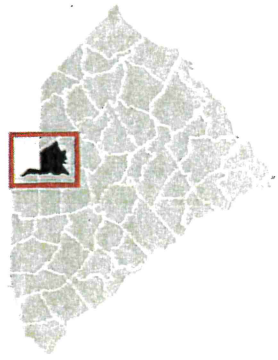
PANELS PRINTED:

0010, 0020, 0040, 0060, 0070, 0080, 0085, 0090, 0095, 0110, 0120, 0130, 0135, 0140, 0143, 0145, 0165, 0175, 0200, 0225, 0227, 0229, 0230, 0231, 0232, 0234, 0240, 0245, 0255, 0260, 0265, 0270, 0300, 0325, 0350, 0360, 0375, 0385, 0400, 0415, 0425, 0450, 0460, 0500, 0525




MAP NUMBER
45057CND08
MAP REVISED
SEPTEMBER 28, 2018

COUNTY LOCATOR



1 in = 4 miles



Map Projection:
South Carolina State Plane FIPS Zone 3900 (Feet), North American Datum 1983

THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

SEE FLOOD INSURANCE STUDY FOR ADDITIONAL INFORMATION

*PANEL NOT PRINTED - NO SPECIAL FLOOD HAZARD AREAS

PANEL 0350E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 350 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0350	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0350E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

PANEL 0375E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 375 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0375	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0375E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

PANEL 0400E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 400 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0400	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0400E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

Exhibit 3

Exhibit 3

PANEL 0460E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 0460 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0460	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0460E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

PANEL 0500E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 500 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0500	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0500E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

PANEL 0525E

FIRM

FLOOD INSURANCE RATE MAP

LANCASTER COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 525 OF 550

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LANCASTER COUNTY	450120	0525	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
45057C0525E

MAP REVISED
SEPTEMBER 28, 2018

Federal Emergency Management Agency

Agenda Item Summary

Ordinance # 2018-1528

Contact Person: Penelope G. Karagounis, Planning Director

Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Application of Lancaster County (UDO-TA-018-009), to amend the Chapter 5, Use Regulations, Section 5.11.5, Wireless Communications Facility, Subsection E, Setbacks (Use Separation Requirements) #2 and Subsection N, Required Permits. This amendment will allow an easement to be allowed as another option to the cell tower fall zone. Currently the applicant/owner of the proposed tower shall own or lease the entire Fall Zone area. This amendment is allowing also the option of an easement for a proposed tower fall zone.

Points to Consider:

This text amendment is modifying the text to allow another option to be able to propose a tower on an easement for the entire Fall Zone area. Currently, the applicant/owner of the proposed tower shall own or lease the property for the entire Fall Zone area. This amendment allows a third option of an "easement" to be allowed for the entire Fall Zone area too.

The issue was brought to the County Administrator's attention that the language contained in the Unified Development Ordinance relating to cell towers and particularly, the Fall Zone surrounding the structure lacks the flexibility that may be in the best interest of both the land owner and the cell tower owner. An easement granted to the cell tower owner from the land owner accomplishes the same purpose. In all instances, whether by lease, ownership, or easement, the fall zone must not have any habitable structure within the defined area.

Funding and Liability Factors: N/A

Council Options: To approve or deny the text amendment

Recommendation:

At the Lancaster County Planning Commission meeting on June 19, 2018, the Planning Commission recommended to approve the text amendment by a vote of (7-0).

AN ORDINANCE

TO AMEND CHAPTER 5, USE REGULATIONS, SECTION 5.11.5, WIRELESS COMMUNICATIONS FACILITY, SUBSECTION E.2. OF THE UNIFIED DEVELOPMENT ORDINANCE SO AS TO ALLOW FOR AN ADDITIONAL ALTERNATIVE FOR SETBACK REQUIREMENTS.

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 5.11.5, Subsection E.2. shall have deleted therefrom the second sentence in its entirety. As a substitute therefore, the second sentence of the section shall read:

**“The applicant/owner of the proposed tower shall own or lease
or shall benefit from an easement for the entire Fall Zone area.”**

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

Proposal:

Application of Lancaster County (UDO-TA-018-009), to amend the Chapter 5, Use Regulations, Section 5.11.5, Wireless Communications Facility, Subsection E, Setbacks (Use Separation Requirements) #2 and Subsection N, Required Permits. This amendment will allow an easement to be allowed as another option to the cell tower fall zone. Currently the applicant/owner of the proposed tower shall own or lease the entire Fall Zone area. This amendment is allowing also the option of an easement for a proposed tower fall zone.

Original Text Amendment and Proposed Text Amendment: See Exhibit 2.

Exhibits

1. Text Amendment Application
 2. Original and Proposed Text Amendment
-

Findings and Conclusions

This text amendment is modifying the text to allow another option to be able to propose a tower on an easement for the entire Fall Zone area. Currently, the applicant/owner of the proposed tower shall own or lease the property for the entire Fall Zone area. This amendment allows a third option of an "easement" to be allowed for the entire Fall Zone area too.

The issue was brought to the County Administrator's attention that the language contained in the Unified Development Ordinance relating to cell towers and particularly, the Fall Zone surrounding the structure lacks the flexibility that may be in the best interest of both the land owner and the cell tower owner. An easement granted to the cell tower owner from the land owner accomplishes the same purpose. In all instances, whether by lease, ownership, or easement, the fall zone must not have any habitable structure within the defined area.

Planning Staff Recommendation

The Planning staff recommends approving the text amendment by adding language to allow an "easement" as another option for the cell tower Fall Zone area.



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 Ch. 5, Use Regulations, Section 5.1.5
Current Text Wireless Communication's Facility,
Subsection E. # 2 and (N).

See Attachment

Proposed Text We are modifying the text to allow
another option to be able to propose a tower
on an easement for the entire Fall Zone Area.

Description of Need for Proposed Text Currently, the applicant/owner of
the proposed tower shall own or lease the property
for the entire Fall Zone Area. This Amendment
allows a third option of an "easement"
to be allowed for the entire Fall Zone
Area too.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County
Address P.O. Box 1809
City Lancaster State SC Zip 29721 Phone 803-416-9300
Fax _____ 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 Wilkin
Applicant

5-15-18
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 UDO-TA-018-007 Date Received 5-15-18 Receipt Number —

Amount Paid Fee Waived Check Number — Cash Amount —

Received By JB Planning Commission Meeting Date June 19, 2018

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.

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.

60.01'-199.99'	SE	AR, RR, RN, RUB, MH, LDR, MDR, UR, HDR, RMX, MX, IMX	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 Board of Zoning Appeals.
200' and Over	SE	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 Board of Zoning Appeals.

C. Prohibited Locations: No new Telecommunications Facilities shall be permitted within 300 feet of any residential use.

D. Co-Location: Co-location is an arrangement whereby more than one user occupies a single tower or structure. In order to maximize the use of towers and to reduce the number of towers needed to serve the community, the following co-location requirements shall apply to all users, except accessory uses to a residence.

1. Co-location on a previously-approved tower is permitted provided that all conditions of the previously-approved permit are complied with.
2. Co-location on a building or substantial structure, such as a water tower, shall effect a waiver of any requirement, but all other applicable provisions of this section, and the ordinance, shall be met and be approved by the Technical Review Committee. The TRC may require that additional information be filed if it is in doubt as to whether or not a given proposal is in keeping with the spirit of the ordinance. In an effort to further the purpose stated above, Lancaster County encourages co-location on its facilities.
3. Where a new tower is proposed, documentation shall be required to substantiate why the proposed antenna(s) and/or equipment cannot be accommodated on a previously-approved tower due to one or more of the following reasons:
 - a. The planned equipment would exceed the structural capacity of previously approved towers, considering their existing and planned use, and those towers cannot be reinforced to accommodate the planned or equivalent equipment at a reasonable cost; or
 - b. The planned equipment would cause radio frequency interference with other existing or planned equipment for these towers, and the interference cannot be prevented at a reasonable cost; or
 - c. Previously approved towers do not have space on which the planned equipment can be placed so it can function effectively and reasonably in parity with the existing and/or planned equipment of the present user(s); or
 - d. Other reasons which make it impractical to place the planned equipment on previously approved towers. Such reasons shall be explained and documented in detail.
4. Where a new tower is proposed and sufficient reasons for a new tower exist, favorable consideration will be given to towers designed to accommodate other future users. Documentation shall be required describing the capacity of the proposed tower in terms of today's technology (including the number and type of antennas that it can accommodate). Approval of such new tower will be conditioned on space being made

available to such fixture users at a reasonable fee and any necessary costs of adapting the facilities to the proposed future use.

5. Where a new tower is proposed and sufficient reasons for a new tower exist and the tower will not be designed to accommodate other future users, documentation justifying the proposal shall be required.
 6. Towers shall not be closer than 2,640 feet (or ½ mile) to another such use. This requirement may be waived upon certification by the applicant that technical needs require a closer placement and approved by the Administrator. Favorable consideration for closer placement may also be given for proposed new towers if the location where the tower and any accessory buildings are proposed can be screened by existing vegetation, land forms, or structures.
- E. **Setbacks (Use Separation Requirements):** The minimum tower setback from any property line shall be:
1. Equal to the height of the tower; or
 2. The Fall Zone shall be determined by an engineer certified by the State of South Carolina in a letter which includes the engineer's signature and seal. ~~The applicant/owner of the proposed tower shall own/lease the entire Fall Zone.~~ "The applicant/owner of the proposed tower shall own or lease or shall benefit from an easement for the entire Fall Zone area." No Habitable Structures are allowed in the Certified Fall Zone. The only structures which will be allowed to be constructed within the Fall Zone of a tower will be those structures which are considered to be accessory to the tower. Such structures include, but are not limited to, storage, maintenance, and equipment buildings.
 3. For towers not exceeding 80 feet in height:
 - a. Equal to the engineer-approved guy point distances for guy-wire-supported towers; or
 - b. Equal to ½ the tower height for self-supporting towers; or
 4. For a steel monopole tower with a base diameter greater than or equal to 1 foot, equal to ½ of the height of the tower, provided that a professional engineer certifies that the tower is of sufficient strength to withstand hurricane-force winds of a velocity that have occurred, or can be expected to occur, in the area, and that should winds of greater velocity occur, the design of the tower is such as to bend rather than fall; provided that in no case shall a tower in excess of 150 feet in height be setback less than 50 feet from any property line. This requirement shall not apply to communications equipment co-located on facilities located in the public right-of-way (such as telephone poles and light standards) or electric power company easements as long as all other applicable requirements of the ordinance are met. Accessory buildings and structures on lots shall meet the setback requirements for same in their district.
- F. **Security:** Security fencing at least 6 feet in height shall be installed around the base of the tower or the tower shall be equipped with an engineer-certified anti-climb device. Published data or documentation for an anti-climb device must be provided to support such device and must be of such nature to enable the building inspector to easily determine that the anti-climb device has been installed in accordance with such data, otherwise a professional engineer must certify that the anti-climb device has been properly installed. This requirement shall not apply to communications equipment co-located on facilities located in the public right-of-way (such as telephone poles and light standards) or electric power company easements as long as all other applicable requirements of the ordinance are met.
- G. **Signs:** No business signs, billboards, or other advertising shall be installed on the tower or security fencing.

- H. **Lighting:** Towers shall not be artificially lighted unless required by the Federal Aviation Administration or other federal or state authority, and in no case shall exceed the required minimum. Every effort should be made to obtain waivers to FAA coloring and lighting requirements if such waivers would not affect aircraft safety. To the extent allowed by the FAA, strobes shall not be used for night time lighting. The lights shall be oriented so as not to project directly onto surrounding residential property, consistent with FAA requirements. Prior to construction of the tower, the applicant shall be required to submit documentation from the FAA that the lighting is the minimum lighting required by the FAA.
- I. **Abandonment:** Any tower that ceases to be used for communications broadcasting and/or broadcast receiving as permitted by this ordinance for a period of more than 6 months shall be removed by the owner of the wireless communication facility. This removal shall occur within 180 days of the end of such 6-month period. Upon removal, the site shall be re-vegetated to blend with the existing surrounding vegetation.
- J. **Screening:** Where the tower is not an accessory use and the site abuts or is visible from residentially-developed land, residential zoning districts, or a street designated as a major thoroughfare by the current Lancaster County Comprehensive Plan, except for fence and wall entrances, the security fencing described in provision 5.11.3 F, above, shall be screened with healthy plants which possess growth characteristics of such a nature as to produce within 5 years a planting screen not less than 6 feet high that will obscure objects behind the screen at a distance of 50 feet. This planting screen shall be installed within 90 days of construction of the security fencing and shall be maintained as required herein for the life of the tower. Alternatives may be permitted by the Board of Zoning Appeals based on security or other reasons without the necessity of following the variance procedure. This screening is required in addition to any other screening required by other sections of the UDO. The Board of Zoning Appeals may impose this requirement on accessory uses when appropriate. This requirement shall not apply to communications equipment co-located on facilities located in the right-of-way (such as telephone poles and light standards) or electric power company easements as long as all other applicable requirements of the ordinance are met.
- K. **Design**
 - 1. Site location and development shall preserve the pre-existing character of the site as much as possible. Existing vegetation should be preserved or improved, and disturbance of the existing topography of the site should be minimized, unless such disturbance would result in less visual impact of the site on the surrounding area. The effectiveness of visual mitigation techniques should be evaluated, taking into consideration the site as built.
 - 2. Freestanding towers shall be screened, constructed, and/or colored to blend, as much as possible, with the area and the background against which they are most commonly seen.
 - 3. The Administrator may specify the type of construction (monopole versus lattice, etc.) as a requirement of the Permit with Review in cases where it is determined that a particular type of construction is better suited for a particular area for safety and/or aesthetic reasons.
 - 4. Towers and antennas on a building or substantial structure shall be screened, constructed, and/or colored to match the structure to which they are attached. Antennas mounted on the side of a building or structure shall be painted to match the color of the building or structure or the background against which they are most commonly seen. If an accessory equipment shelter is present, it must blend with the surrounding building(s) in architectural character or color.
 - 5. Where an antenna or antennas are co-located on a structure such as a light standard, telephone pole, fence pole, etc., the height of the structure supporting the antenna(s) shall not exceed the average height of similar structures in the vicinity by more than 10 percent.

L. Accessory Buildings, Structures, and Uses

1. These are subject to applicable district requirements.
2. Outside storage in conjunction with these uses is permitted only in the LI and HI districts.

M. Site Plan: A site plan demonstrating compliance with these regulations and meeting the requirements of Chapter 9 must be submitted to, reviewed, and approved by the TRC.

N. Required Permits: A building permit, a zoning permit, and planning review permit are required. ~~No permit application shall be considered for the location of a wireless communication transmission facility on property not either leased or owned by the applicant or for which a contingent lease or purchase contract is in place. The amount of land either purchased or leased shall be equal to the amount of land necessary to meet the Fall Zone area.~~ "No permit application shall be considered for the location of a wireless communication transmission facility on property not leased or owned or benefited by an easement by the applicant or for which a contingent lease or purchase contract is in place. The amount of land either purchased or leased or benefited by an easement shall be equal to the amount of land necessary to meet the Fall Zone area." To show this requirement has been met, the applicant shall provide the County with a sealed site plan clearly delineating the leased or owned area ~~or easement area~~ and a lease agreement or deed ~~or easement~~. Both of ~~These~~ documents must be recorded with the Lancaster County Register of Deeds.

5.12 OTHER USES

5.12.1 TEMPORARY USES [ALL DISTRICTS]

All permitted temporary uses listed in this section require a Temporary Use Permit that shall be reviewed and issued by the Administrator subject to the following requirements:

- A. Separation Requirement:** Except for yard sales, Christmas tree sales, and produce stands, no temporary use shall be located closer than 100 feet to a dwelling unit unless the owners of such properties provide written consent of the temporary use to the Administrator.
- B.** Plans for security and safety must be provided for civic/cultural events prior to receiving a Temporary Use Permit.
- C.** The sponsor, owner, or manager of any temporary use shall be responsible for ensuring that the site remains free of debris or waste upon the conclusion of each day's sale or use.
- D.** No more than one temporary use shall be permitted per lot at any given time.
- E. Exemption for Annual Fairs on County, City, or School Property:** Fairs or other special recreational or entertainment events which usually occur on an annual basis and are held in the following locations shall be allowed at these locations and are hereby exempt from the provisions of this section:
 1. Lancaster County Fairgrounds,
 2. Public parks, if authorized by the Administrator; and
 3. School or college grounds, if authorized by the School Superintendent or College President.

Agenda Item Summary

Ordinance # 2018-1529

Contact Person: Penelope G. Karagounis, Planning Director

Date Requested to be on Agenda: July 16, 2018

Issue for Consideration:

Application of Lancaster County (UDO-TA-018-010), to modify Chapter 10, Definitions, Section 10.3 Definitions, Use Type definitions for Industry, Heavy and Industry, Light. The proposed text amendment includes modifying the current definitions and deleting the NAICS (North American Industrial Classification System) codes.

Points to Consider:

This text amendment is to modify the definition of Industry, Heavy and Industry, Light by deleting the NAICS codes. The current Unified Development Ordinance definition of Industry, Heavy, and Industry, Light incorporates broad categories for the NAICS codes.

Chapter 10, Definitions, only provides the meaning for words, concepts, and ideas and does not pertain to the uses allowed in each district.

Section 10.3 includes definitions for the Use Table and Section 10.4 includes definitions more general in nature and the meanings for mixed-use regulations, aviation regulations, and floodplain and stormwater regulations.

The Use Table in Chapter 2 provides for permitted and prohibited uses. The following use classification systems are references that MAY be used when identifying Materially Similar Uses:

- American Planning Association Land-Based Classification Standards (LBCS)
- North American Industrial Classification System (NAICS)
- Institute of Transportation Engineers (ITS) Trip Generation Guide

The proposed text amendment simplifies these two definitions and addresses the concern for legal non-conforming uses. The proposed amendment was analyzed and reviewed by the Lancaster County Planning Department and Lancaster County Economic Development Department, who supports the proposed text amendment.

Funding and Liability Factors: N/A

Council Options: To approve or deny the text amendment

Recommendation:

At the Lancaster County Planning Commission meeting on June 19, 2018, the Planning Commission recommended to approve the text amendment by a vote of (7-0).

AN ORDINANCE

TO AMEND A SECTION OF THE UNIFIED DEVELOPMENT ORDINANCE, CHAPTER 10, SECTION 10.3 (DEFINITIONS, USE TYPE) – INDUSTRY, HEAVY AND INDUSTRY, LIGHT.

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:

- A. Section 10.3, **INDUSTRY HEAVY**, shall be deleted in its entirety, including the NAICS Code and Industry Sector chart, and substituted therefore shall be the following:

“INDUSTRY, HEAVY Typically the largest facilities in a community, these structures house complex operations and allow for intense manufacturing and industrial uses that have high impacts to neighboring properties with extensive outdoor activities.”

- B. Section 10.3, **INDUSTRY, LIGHT**, shall be deleted in its entirety, including the NAAICS Code and Industry Section chart, and substituted therefore shall be the following:

“INDUSTRY, LIGHT These facilities are typically designed for a range of primarily indoor industrial uses such as fabrication, manufacturing, assembly, processing, and bulk storage which have low impacts on surrounding properties.”

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.

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

Proposal: Application of Lancaster County (UDO-TA-018-010), to modify Chapter 10, Definitions, Section 10.3 Definitions, Use Type definitions for Industry, Heavy and Industry, Light. The proposed text amendment includes modifying the current definitions and deleting the NAICS (North American Industrial Classification System) codes.

Original Text Amendment and Proposed Text Amendment: See Exhibit 2.

Exhibits

1. Text Amendment Application
 2. Original and Proposed Text Amendment
-

Findings and Conclusions

This text amendment is to modify the definition of Industry, Heavy and Industry, Light by deleting the NAICS codes. The current Unified Development Ordinance definition of Industry, Heavy, and Industry, Light incorporates broad categories for the NAICS codes.

Chapter 10, Definitions, only provides the meaning for words, concepts, and ideas and does not pertain to the uses allowed in each district.

Section 10.3 includes definitions for the Use Table and Section 10.4 includes definitions more general in nature and the meanings for mixed-use regulations, aviation regulations, and floodplain and stormwater regulations.

The Use Table in Chapter 2 provides for permitted and prohibited uses. The following use classification systems are references that MAY be used when identifying Materially Similar Uses:

- American Planning Association Land-Based Classification Standards (LBCS)
- North American Industrial Classification System (NAICS)
- Institute of Transportation Engineers (ITS) Trip Generation Guide

The proposed text amendment simplifies these two definitions and addresses the concern for legal non-conforming uses. The proposed amendment was analyzed and reviewed by the Lancaster County Planning Department and Lancaster County Economic Development Department, who supports the proposed text amendment.

Planning Staff Recommendation

The Planning staff recommends approving the text amendment by modifying Chapter 10, Definitions, Section 10.3 Definitions, Use Type definitions for Industry, Heavy and Industry, Light and deleting the NAICS codes.



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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended Ch. 10, Definitions, Section 10.3
Current Text Definitions, Use Type

See attachment

Proposed Text See attachment

Description of Need for Proposed Text To clarify the definition of Industry, Heavy and Industry, Light.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County

Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-416-9300

Fax _____ Email Swillish@lanastercountysc.net

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 Walker
Applicant

5/15/18
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 UDO-TA-018-010 Date Received 5/15/18 Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By JB Planning Commission Meeting Date 6-19-18

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.

produces or processes dangerous goods and/or hazardous substances that are covered by separate regulations, standards or codes which are classified on the basis of immediate physical or chemical hazards, such as fire, explosion, corrosion and toxicity, and are in sufficient quantities such that accidental release or explosion may affect life, health, property or the environment beyond the immediate perimeter of the facility. These include: flammable gases, flammable liquids, flammable solids (self-reactive and related substances; and desensitized explosives), substances liable to spontaneous combustion, substances that when in contact with water emit flammable gases, oxidizing substances, organic peroxides, toxic substances, radioactive and corrosive substances.

INDUSTRY, HEAVY Typically the largest facilities in a community, these structures house complex operations, some of which might be continuous (operated 24 hours a day, seven days a week), and include any non-residential use that requires a National Pollutant Discharge Elimination System (NPDES) permit for an industrial or stormwater discharge; or that is included in any of the industry sectors of the North American Industry Classification System outlined in the table below:

NAICS Code	NAICS Industry Sector
311	Food Manufacturing
313	Textile Mills
314	Textile Product Mills
316	Leather & Allied Product Manufacturing
321	Wood Products Manufacturing
322	Paper Manufacturing
324	Petroleum and Coal Products Manufacturing
325	Chemical Manufacturing
326	Plastics and Rubber Products Manufacturing
327	Nonmetallic Mineral Product Manufacturing
331	Primary Metal Manufacturing
332	Fabricated Metal Product Manufacturing
333	Machinery Manufacturing
336	Transportation Equipment Manufacturing

INDUSTRY, HEAVY Typically the largest facilities in a community, these structures house complex operations and allow for intense manufacturing and industrial uses that have high impacts to neighboring properties with extensive outdoor activities.

INDUSTRY, LIGHT Such facilities are typically designed to look and generate impacts like a typical office building, but rely on special power, water, or waste disposal systems for operation. Noise, odor, dust, and glare of each operation are completely confined within an enclosed building, insofar as practical. Such uses include medical and testing laboratories; facilities for scientific research; facilities for the design, development, and testing of electrical, electronic, magnetic, optical, computer and telecommunications components in advance of product manufacturing; the assembly of products from parts produced off site, where the manufacturing activity is secondary to the research and development activities; laundry/dry cleaning plants engaged primarily in high volume laundry and garment services; carpet and upholstery cleaners; diaper services; commercial laundries; the production of small consumer goods such clothes, shoes, furniture, consumer electronics and home appliances; and any use included in any of the industry sectors of the North American Industry Classification System outlined in the table below:

NAICS Code	NAICS Industry Sector
312	Beverage & Tobacco Manufacturing
315	Apparel Manufacturing
323	Printing and Related Support Activities
334	Computer & Electronic Product Manufacturing
335	Electrical Equipment, Appliance & Component Manufacturing
337	Furniture & Related Product Manufacturing
339	Miscellaneous Manufacturing

INDUSTRY, LIGHT These facilities are typically designed for a range of primarily indoor industrial uses such as fabrication, manufacturing, assembly, processing, and bulk storage which have low impacts to surrounding properties.



Ordinance # / Resolution#: Ordinance # 2018-1526
Ordinance# 2018-1530
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: July 16, 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:

Ordinance # 2018-1526 is the property tax incentive agreement for the Project Wine and Ordinance # 2018-1530 establishes a multi county park for the project in order to award the SSRC. Council can vote to approve one or both of the ordinances, table one or both of them, or reject one or both of them.

Recommendation:

At the June 25, 2018 Council Meeting the council approved the resolution for the incentives for the project. LCDED recommends Council approve the two ordinances.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2018-1530

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH APRIL 4, 2018, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (PROJECT WINE).

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

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

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

(4) the County has committed itself by passage of Resolution No. 1003-R2018, an inducement resolution, to include the Project Wine property in a multi-county park; and

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

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

Section 2. Approval of amendment.

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

/J. Properties included pursuant to Lancaster County Ordinance No. 2018-1530, enacted on August 27, 2018, and Chesterfield County Resolution No. 2018-___, enacted on _____, 2018:

1312 Camp Creek Road

Tax Map No.

Owner

0068F-08-006.00

Golden Spike, LLC/

Section 3. Preparation of Park Agreement with updated exhibit.

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

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

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:	July 16, 2018	
Second Reading:	August 13, 2018	(Tentative)
Public Hearing:	August 27, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

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LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Margaret J. Bundy County Council District At Large

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes ☒ no ☐

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

Email: MS Bundy @ Compoium. Net

Occupation Retired Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice Lancaster County Library Board 2nd choice _____

3rd choice _____

Reason for interest I have had a keen interest in the Lancaster County Library and feel it has an important place in the quality of life in Lancaster County and would be glad to be a part of its future development.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

SEE Attachment

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

Have you ever served on a county board? ☒ If yes, list Lancaster County Library Board

Additional pertinent information

Applicant's signature Margaret J. Bundy Date June 18, 2018
Receipt of application does not guarantee an appointment. Applicant will be notified of appointments by mail.

received

Margaret Jackson Bundy

Married to Charles A. Bundy
three sons: Charles, Jr., Robert, Dan

Education

Converse College BA 1954
Winthrop College MEd. Reading 1976
Winthrop College MEd. Guidance 1980

Phi Delta Kappa Honorary Fraternity

Work Experience

Teacher - Bibb County Georgia Schools
1970-71
Teacher - Lancaster High School II
1974-78
Guidance Counselor - Lancaster High
School - 1978-90

Civic Service

Trustee, Lancaster County Library
Board - 13 years, Chairman two years
Chairman - Trustee Section - South
Carolina Library Association
Current Chairman - South Carolina
State Library Board

Former board member - Lancaster
County Council for the Arts

Church membership - First United
Methodist Church
Currently - Trustee
Circle Chairman - United
Methodist Women

Membership

The Lancaster Garden Club
Literary Review Club
Lancaster Ladies Golf Association
USC-L - new auditorium/classroom
building committee

Personal Interests

Golf, gardening, walking, needlework

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Leocandia R Francis County Council District _____

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes ☒ no ☐

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

Email: LeoFran30@hotmail.com

Occupation Deputy Sheriff Place of employment Lancaster County Sheriff's Office

Address 1520 Pageland Hwy Normal working hours _____
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice _____ 2nd choice _____

3rd choice _____

Reason for interest

I am a Deputy Sheriff, involved in the community. I have a great relationship with the community and the Hispanic population

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I work for the great Community of Lancaster, Serve the people and I speak Spanish

Do you presently serve any State, County or Municipal Boards? yes If yes, list The Fatherhood Program & Care Health Board

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

Additional pertinent information

Applicant's signature Leocandia R Francis Date 7-2-18
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

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

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name RUDNEY THOMAS County Council District 4

Mailing Address _____ City/Zip _____

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) N/A (other) _____

Email: Rthomas@COMPORIUM.NET

Occupation Retired Place of employment Part time at Lancaster Golf Club

Address _____ Normal working hours _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice LANCASTER COUNTY TRANSPORTATION 2nd choice N/A

3rd choice N/A

Reason for interest I had expressed an interest to Mr. Homeny to serve on a board or commission previously. He called me last week to let me know there was an opening. I told him I would be glad to serve anyway he needed me.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) I have lived in Lancaster County for 27 years. I have two children & 4 grandchildren. I want to make a difference in their lives & Lancaster County a better & safer place to live. I am a 1976 graduate of Clemson University with a business mgmt. degree. I have managed the operating budgets of many manufacturing depts.

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

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

Additional pertinent information

Applicant's signature Rudney Thomas Date 7-2-18

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



Animal Shelter	Completed M/E/P design planning with project architects and engineers. Per request of I&R Committee, architect is re-evaluating cost estimate for overall project cost. Efforts are being made to value engineer facility costs down, however, decision will remain if 2nd round of cost estimates comes back above desired levels. First estimate finalized around \$1.9M+, largely due to site work requirements.	No funding allocated - estimated construction budget \$1.5 million to \$1.75 million; site work could increase costs.
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Fleet Maintenance Garage	Initial programming and feasibility study by project architects (Pond) came back with cost estimate of \$3.2M. Due to negative response from I&R Committee, project has been placed on hold due to funding concerns.	No funding allocated - estimated budget \$2.5 million to \$3 million; site acquisition could increase costs.
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Library	Three (3) individual community outreach meetings were held at Kershaw, Del Webb, and Lancaster. Feedback, along with project leadership team/staff interviews, incorporated into initial programming for each branch. First presentation of conceptual designs to be presented on July-19 to leadership team and Library Board members. Project budget remains \$7.92M.	Funding from Capital Project Sales Tax is available but not yet allocated by Council.
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EMS Headquarters	Have conducted site meetings with Moseley Architects project architect as well as project engineers. Estimated schedule as follows: programming to be completed by EOM July, design development by mid Sept, bid docs out by Oct. Project budget remains \$1M.	Council has reserved \$1,000,000 (not to exceed amount) for allocation in the FY 18-19 budget.
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Indian Land Service Center	Project complete. Open to public.	
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Historic Jail	Interior renovations completed by Perception Builders. Final task is to have main door refurbished/refinished. All bidwork for project has been completed and passed inspection, otherwise.	Currently within budget. Time of completion is extended as noted previously.
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Fire Study	Data extraction is complete and analysis underway.	Project within budget but may go slightly over, as well as time of completion, due to additional time needed by Computer Aided Dispatch vendor.
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June 2018

njm 7/6



June 19, 2018

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

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

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

On or about July 1, 2018, we will be dropping El Garage from our channel lineup.

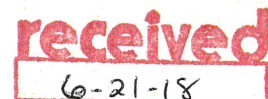
For a current channel lineup listing, visit www.spectrum.com/channels.

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

Sincerely,

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

Michael E. Tanck
Director of Government Affairs
Charter Communications





July 3, 2018

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

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

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

In the midst of the channel share between WMYT and WJZY, WMYT 3 - Sonlife Broadcasting was dropped. Sonlife remains available to customers with CPST on channel 470/495.

On or about June 30, 2018 we will be launching Heroes & Incons network on our SPP Teri 1.

On or about August 15, 2018 Spectrum Deportes (Lakers) will no longer be available on our channel lineup.

For a current channel lineup, visit www.spectrum.com/channels.

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

Sincerely,

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

Michael E. Tanck
Director of Government Affairs
Charter Communications

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
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 - CANCELLED 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 - CANCELLED 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 1st Council meeting (most of the time it is the 2nd Tuesday)
 5:00 p.m. ... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
 3:00 p.m. ... Infrastructure and Regulation Committee
 The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
 6:00 p.m. ... Administration Committee
 1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 1st Tuesday of each month 6:00 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd 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
 2nd Wed (Jan/March/May/July/Sept/Nov) 11:45 a.m. ... Health & Wellness Comm., various locations
 2nd Tuesday 6:00 p.m. ... Historical Commission, Historic Courthouse
 3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, Marine Corps League Lodge
 1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:00 p.m. ... Planning Commission, County Council Chambers