

Lancaster County Council Regular Meeting Agenda

Monday, August 13, 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 Billy Mosteller**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Recognition of Lancaster Dixie Baseball A-League 6 and under all-stars for winning the State Championship – ***Presented by Chairman Steve Harper***
 - b. Recognition of Karla Deese, Coroner, for being named the 2018 South Carolina Coroner of the Year – ***Presented by Chairman Steve Harper***
 - c. Presentation on results of Citizen Survey – ***Presented by Morgan Adams – pgs. 6-28***
 - d. Presentation on Impact Fees – ***Presented by Robby Moody, Catawba Regional Council of Governments***
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
 - a. Minutes of the July 12, 2018 County Council Special meeting – ***pgs. 29-30***
 - b. Minutes of the July 16, 2018 County Council Workshop – ***pgs. 31-33***
 - c. Minutes of the July 16, 2018 County Council regular meeting – ***pgs. 34-44***

d. **2nd 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. Passed 7-0 at the July 16, 2018 County Council Meeting. – Penelope Karagounis – pgs. 45-46*

e. **2nd 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. – *Passed 7-0 at the July 16, 2018 County Council Meeting. – Jamie Gilbert – pgs. 47-68*

f. **2nd 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. Passed 7-0 at the July 16, 2018 County Council Meeting. – Penelope Karagounis – pgs. 69-71*

g. **2nd 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). – *Passed 7-0 at the July 16, 2018 County Council Meeting. – Jamie Gilbert – pgs. 72-74*

8. **Non-Consent Agenda**

a. **Resolution 1011-R2018 regarding Charlotte Road/Van Wyck Volunteer Fire Department's Request For Funds**

Resolution Title: A Resolution To Approve The Request Of The Charlotte Road/Van Wyck Volunteer Fire Department's Request For The Funds Necessary To Purchase New Equipment In An Amount Not To Exceed \$175,000.00. – *(Favorable Recommendation – Public Safety Committee)(Favorable Recommendation – Administration Committee) – Steve Willis – pgs. 75-92*

- b. **Resolution 1012-R2018 regarding Resolution Ordering Referendum to Create Reid Pointe Special Tax District**
 Resolution Title: A Resolution To Certify To The Lancaster County Voter Board Of Voter Registration And Elections A Petition That Proposes The Creation Of The Reid Pointe Special Tax District; And To Provide For An Election On The Creation Of The Reid Pointe Special Tax District. – *John Weaver – pgs. 93-100*
- c. **3rd 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). Passed 6-1 at the July 16, 2018 County Council Meeting (Jack Estridge opposed). – Steve Willis – pgs. 101-104*
- d. **Public Hearing and 3rd Reading of Ordinance 2018-1523 regarding Authorization of First Amendment To Fee Agreement With Project Green Onion (Sharonview Federal Credit Union) – Amendment Needed**
 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 Sharonview Federal Credit Union, 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 Sharonview Federal Credit Union. – *(Favorable Recommendation – Administration Committee). Passed 6-0 at the June 25, 2018 County Council Meeting. Passed 7-0 at the July 16, 2018 County Council Meeting. – Jamie Gilbert – pgs. 105-133*
- e. **2nd 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. Passed 6-1 at the July 16, 2018 County Council Meeting (Jack Estridge opposed). – Penelope Karagounis – pgs. 134-135*
- f. **2nd Reading of Ordinance 2018-1527 regarding Amending the UDO regarding Chapter 8, updating the Flood Insurance Study – Amendment Needed**
 Ordinance Title: An Ordinance To Amend Chapter 8, Natural Resources Protection, Section 8.17 Applicability, Subsection A. Flood Damage Prevention Of The Lancaster County Unified Development Ordinance, Relating To Insert The Effective Date For The Flood Insurance Study (FIS). – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the July 16, 2018 County Council Meeting. – Penelope Karagounis – pgs. 136-137*

- g. **2nd Reading Of Ordinance 2018-1528 regarding Amending the UDO regarding Chapter 5, Easement for Wireless Communications Tower – Amendment Needed**
Ordinance Title: An Ordinance To Amend Chapter 5, Use Regulations, Section 5.11.5, Wireless Communications Facility, Subsection E.2. **And Subsection N.** 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. Passed 7-0 at the July 16, 2018 County Council Meeting. – Penelope Karagounis – pgs. 138-140*
- h. **1st Reading of Ordinance 2018-1532 regarding Rezoning Application of Lancaster County to Rezone Property Owned by Blue Jay Investments LP from MX to GB**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 8.77 Acre Tract Of Property Owned By Blue Jay Investments LP, Located On Charlotte Highway ± 500 Feet North Of Shelley Mullis Road From MX, Mixed-Use District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 141-146*
- i. **1st Reading of Ordinance 2018-1533 regarding Rezoning Property Owned by Liberty Freewill Baptist Church**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 2.2 Acre Tract Of Property Owned By Liberty Freewill Baptist Church, Located At 3026 Camp Creek Road From RR, Rural Residential District To INS, Institutional District. – *Planning Commission recommended approval by a vote of 7-0. – Joey Adams-Raczkowski – pgs. 147-151*
- j. **1st Reading of Ordinance 2018-1534 regarding Rezoning Property Owned by Daniel and Christina Stalnaker**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 2.93 Acre Tract Of Property Owned By Daniel And Christina Stalnaker, Located ± 2,600 Feet Southwest Of The Intersection Of Highway 521 Bypass South And Twilight Road From NB, Neighborhood Business District To LDR, Low Density Residential District. – *Planning Commission recommended approval by a vote of 7-0. – Joey Adams-Raczkowski – pgs. 152-157*
- k. **1st Reading of Ordinance 2018-1535 regarding Amending the UDO regarding Chapter 5, Temporary Relocation For Displaced Residents and Temporary Recreational Vehicle**
Ordinance Title: An Ordinance To Amend Two Sections Of The Unified Development Ordinance, Section 5.12.4, Subsection E [Temporary Relocation Mobile Homes For Displaced Residents] And Section 5.12.4, Subsection F.2., [Temporary Recreational Vehicle Or Travel Trailer] So As To Broaden And Clarify The Conditions For The Use Of Such Temporary Housing. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 158-167*

l. 1st Reading of Ordinance 2018-1536 regarding Rezoning Property Owned by Lorraine T. Harper

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Of Lorraine T. Harper, Located ± 3,000 Feet Southeast Of The Intersection Of Highway 521 Bypass South And Twilight Road From RN, Rural Neighborhood District To LI, Light Industrial District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 168-173*

9. Discussion and Action Items

- a. Nomination for appointment to the Board of Directors for the Catawba Regional Council of Governments. – *pg. 174*

- City of Lancaster Mayor Alston DeVenny

- b. Discussion of Impact Fees – *Steve Willis – pgs. 175-200*

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

11. Miscellaneous Reports and Correspondence

- a. Focus On The Future/Program Of Work 2018-2019 – *Catawba Regional Council of Governments – pgs. 201-208*

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

13. Executive Session

- a. *Economic Development Discussion: Project Lego. SC Code 30-4-70(a)(5).*
- b. *Discussion involving pending litigation: SC Code Section 30-4-70(a)(2).*

14. Calendar of Events – pg. 209

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

THE NCSTM
The National Citizen SurveyTM

Lancaster County, SC

Key Findings 2018

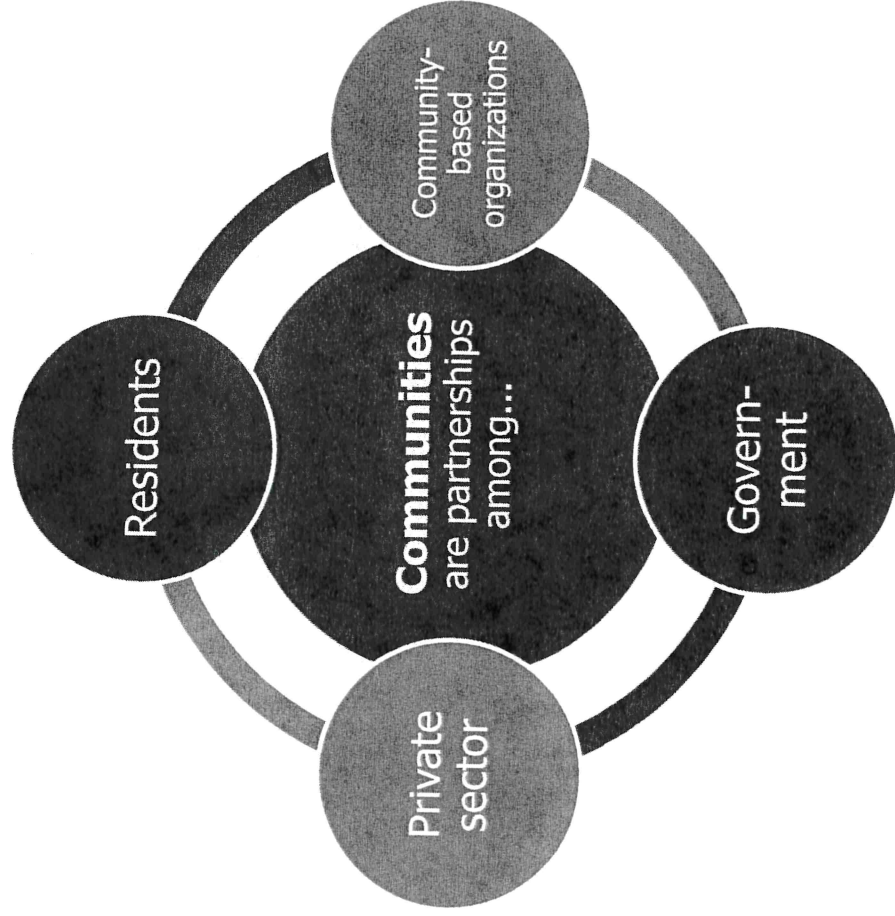
The NCS is presented by NRC in collaboration with ICMA



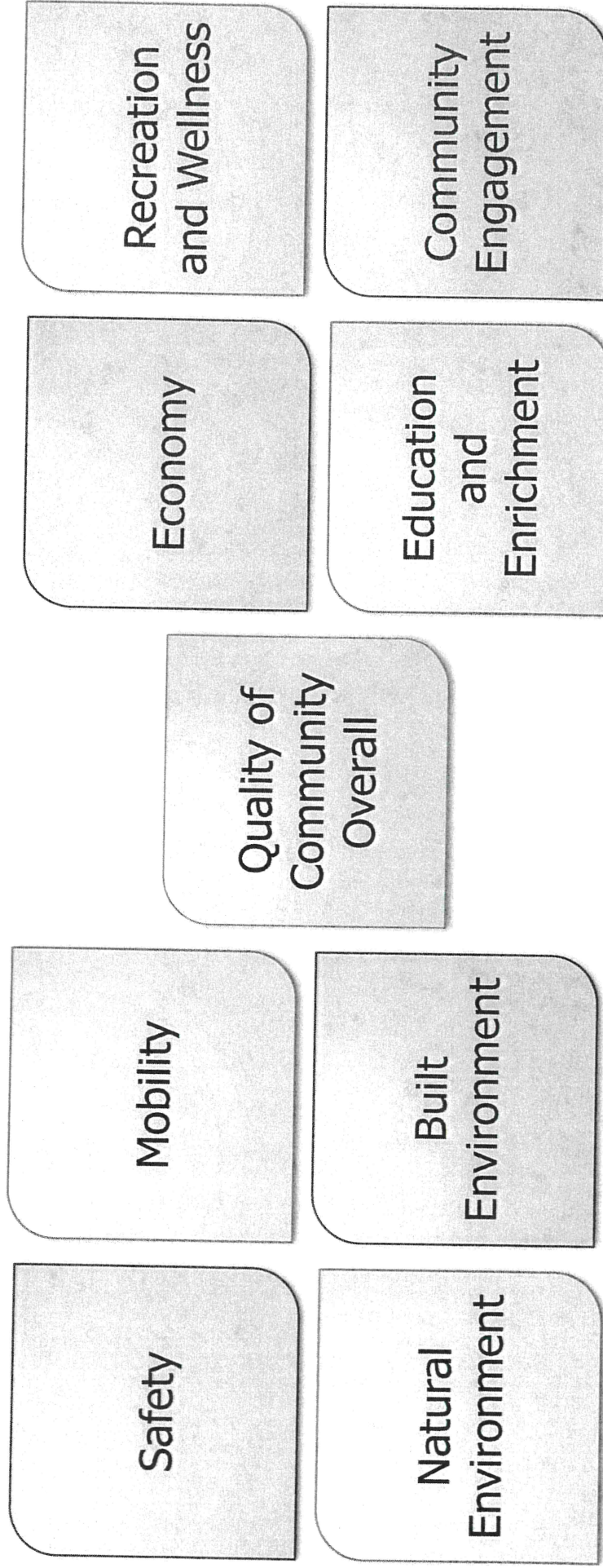
Leaders at the Core of Better Communities

About The NCS

- Community Livability
- Community Characteristics
- Governance
- Participation



Facets of Community Livability



The NCS & Lancaster County

- First-time participant in The NCS
- Scientific sample of 1,800 households
 - 430 returned surveys; 25% response rate
 - $\pm 5\%$ margin of error

Expanded
sample

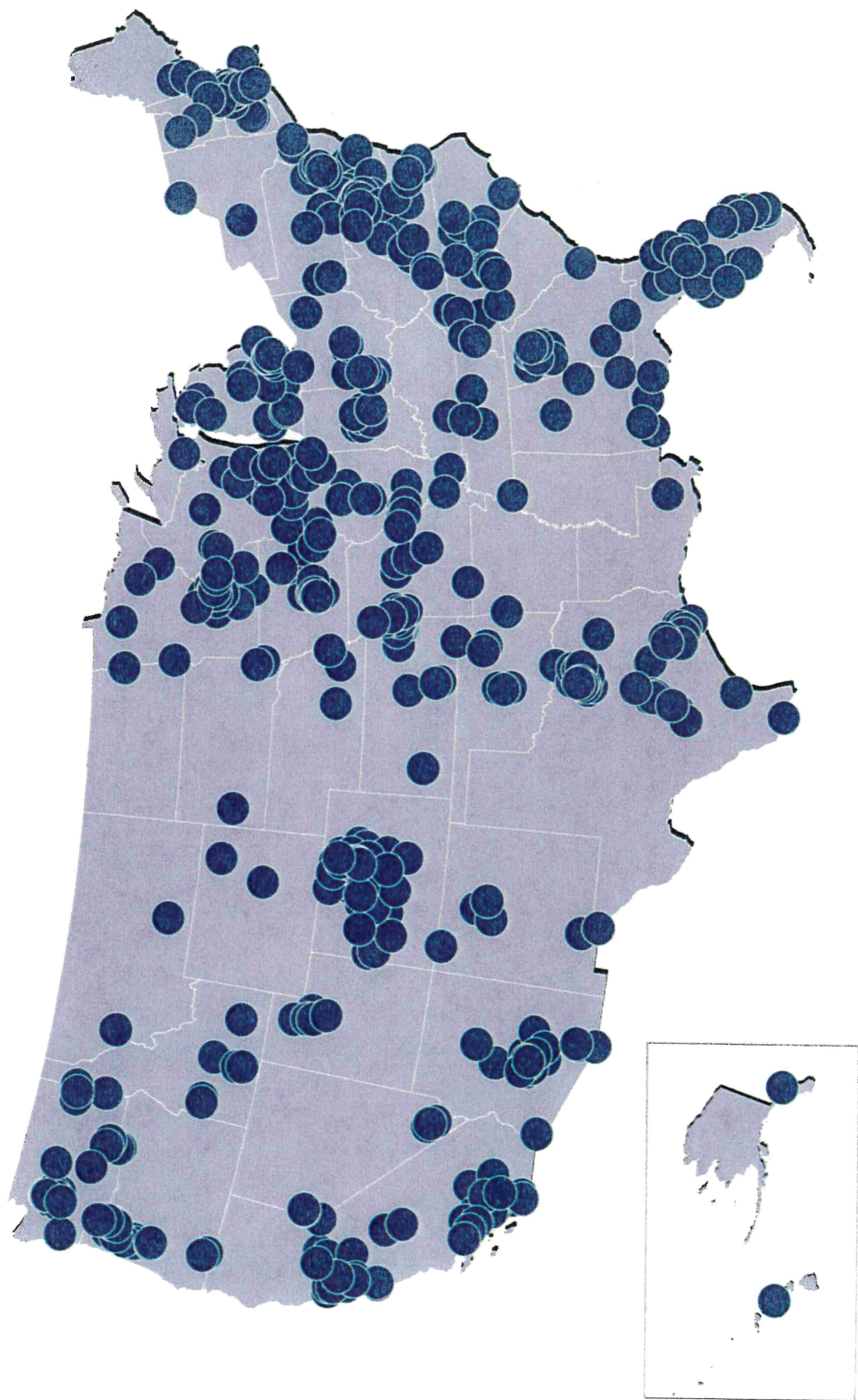
Online
option

Geographic
comparisons

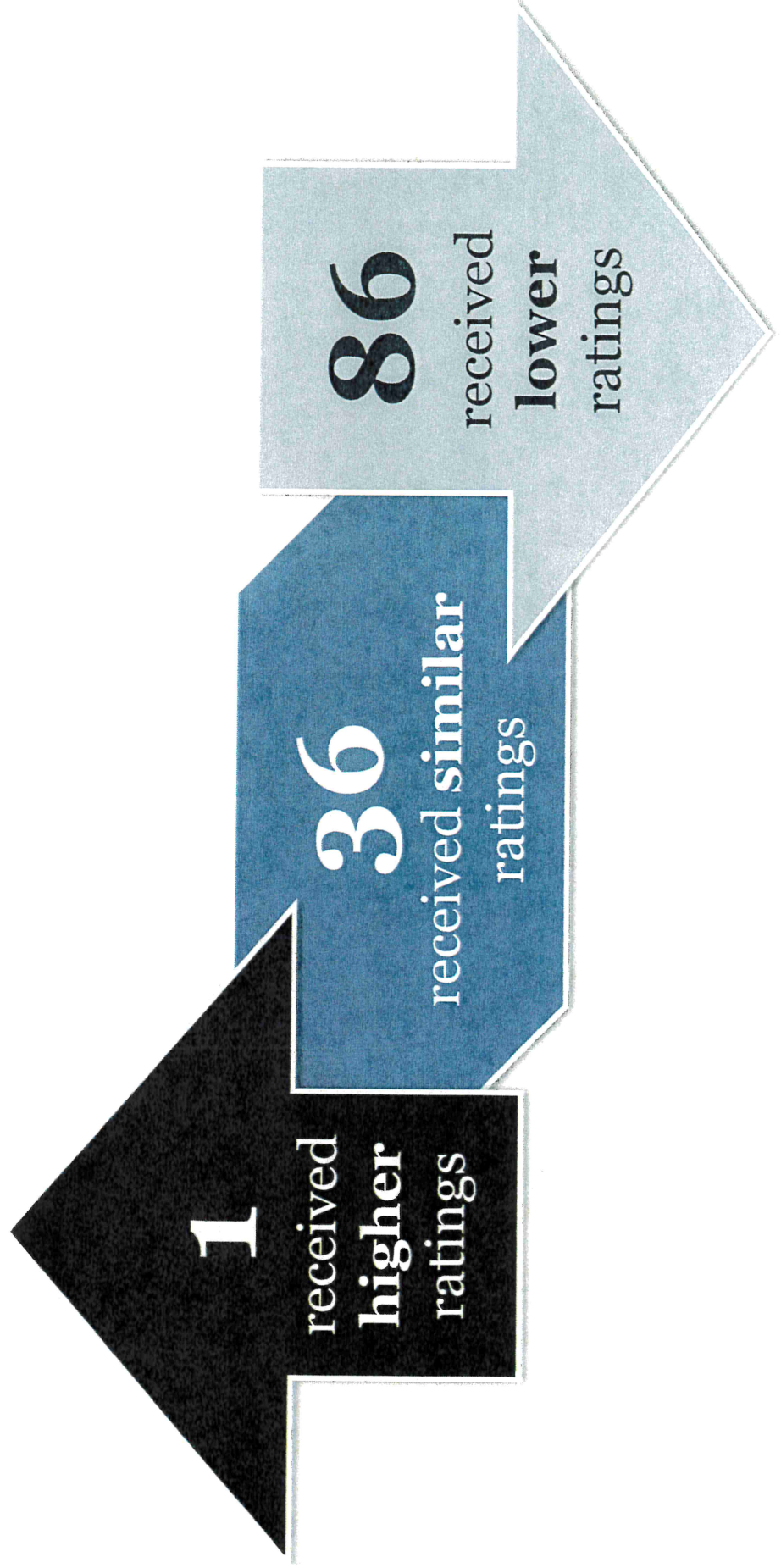
Demographic
comparisons

Custom
benchmarks

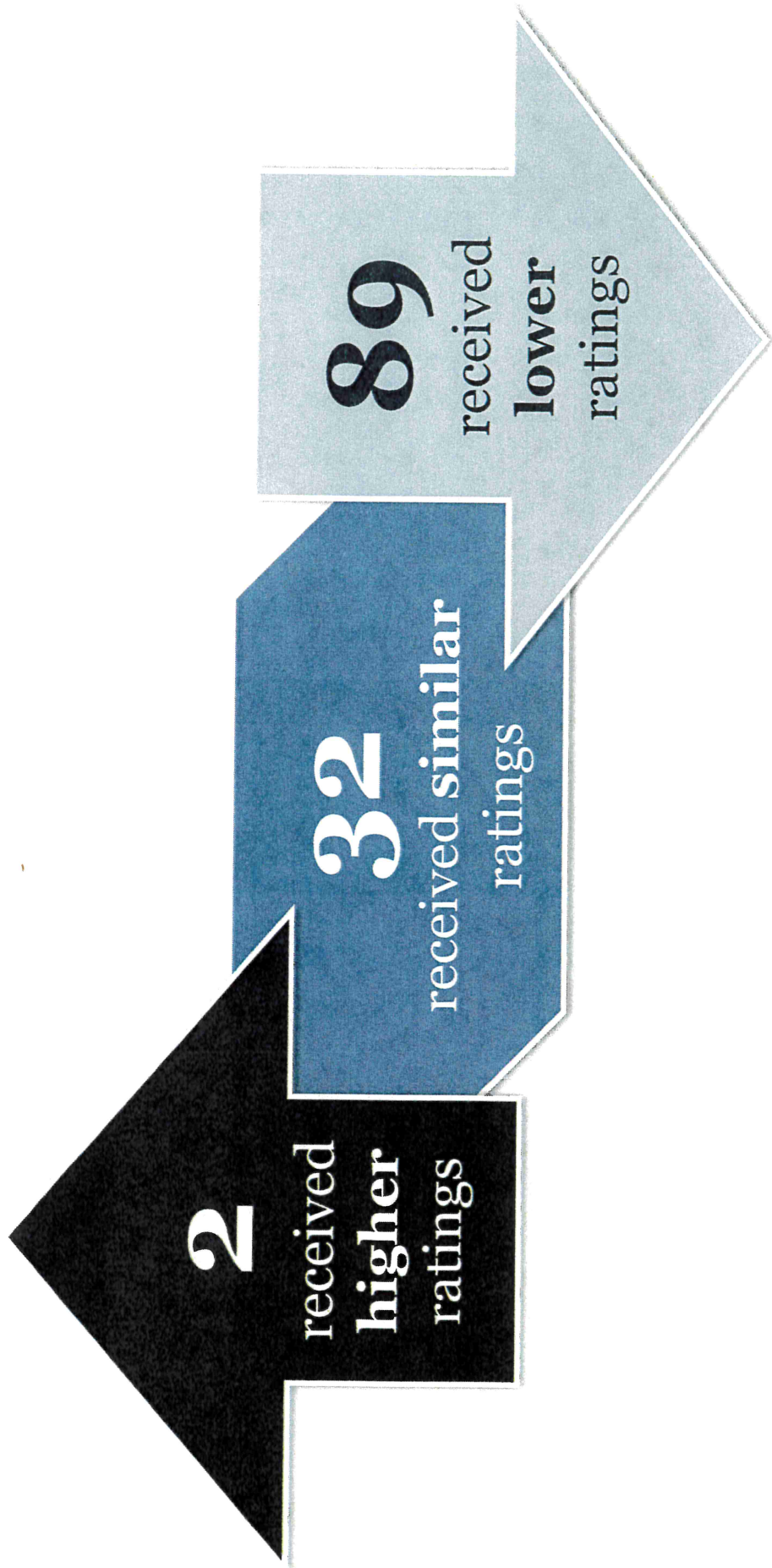
National Benchmark Comparisons



2018 National Benchmark Comparisons







2018 Southern Region Benchmark Comparisons

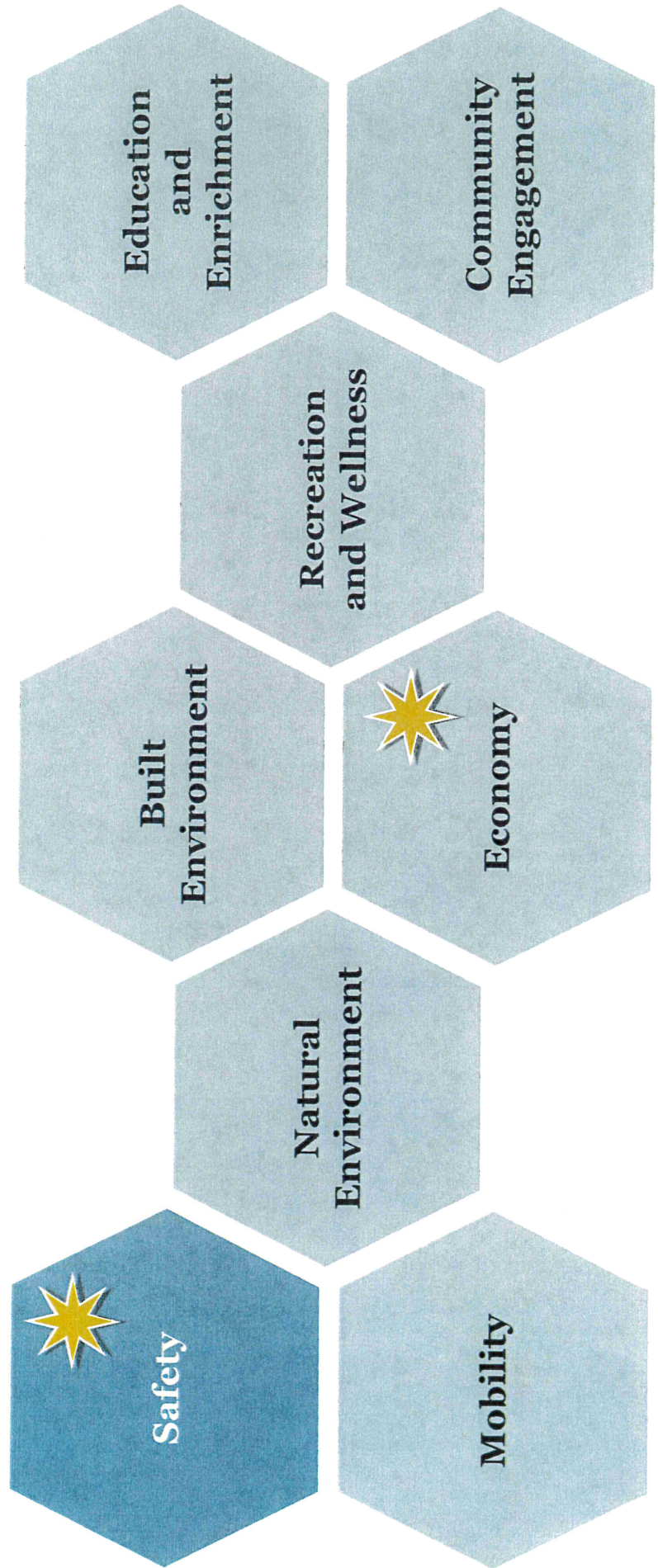


Key Focus Areas

Legend

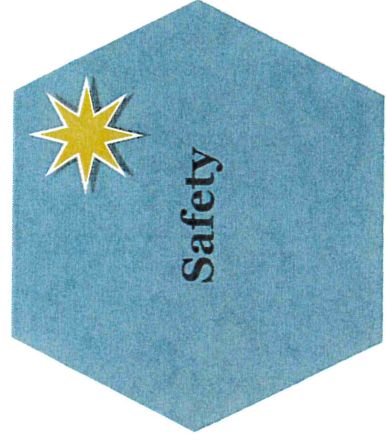
-  Higher than national benchmark
-  Similar to national benchmark
-  Lower than national benchmark

 Most important

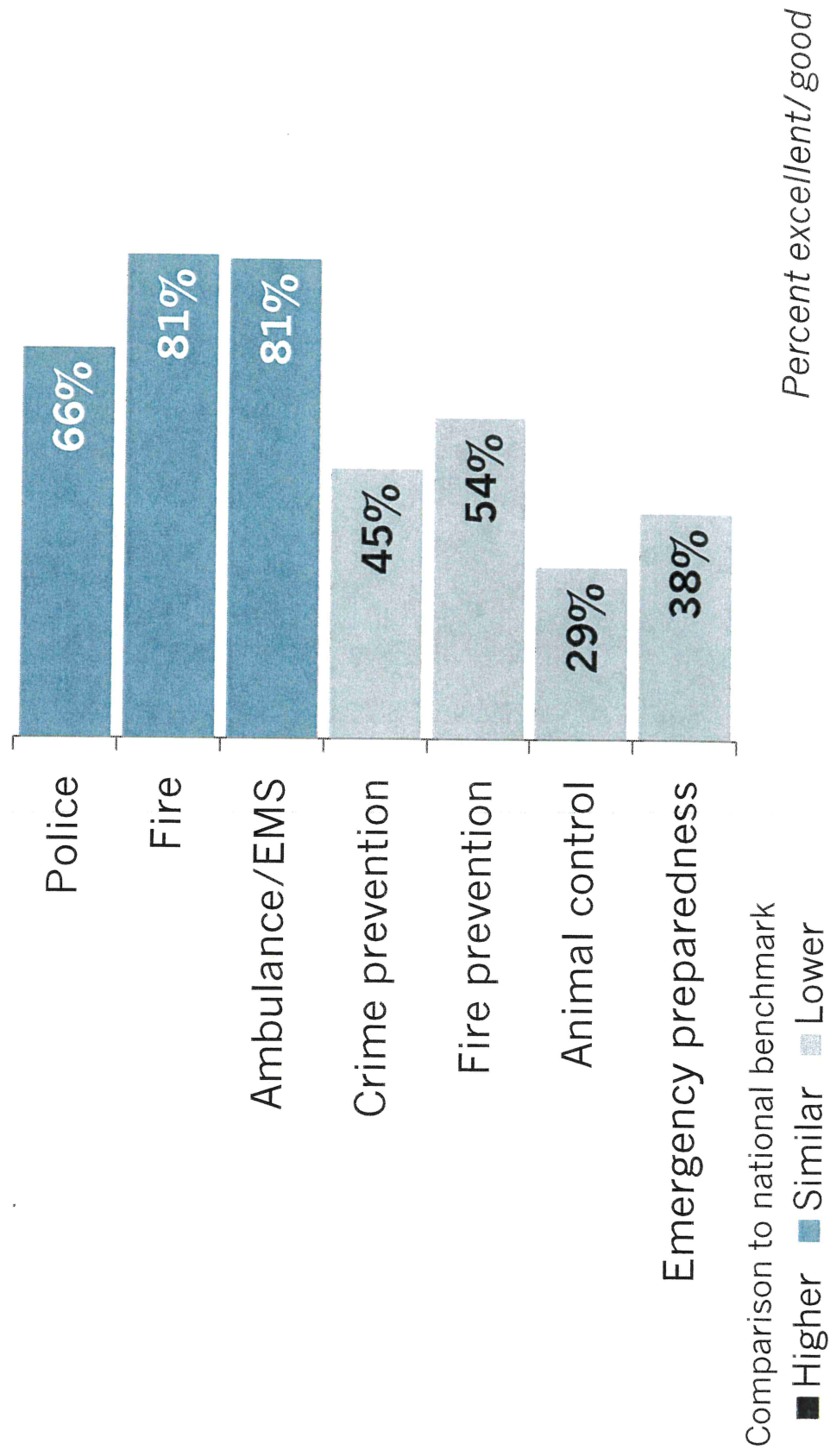


Key
Finding
#1

Safety is an
important and
positive feature of the
community



Safety Services



Feelings of *Safety*

At least **7 in 10** felt safe:

- In their *neighborhoods*
- In *downtown/ commercial areas*



9 in 10 had **NOT**
been the victim of
a crime

Key
Finding
#2

**Various aspects of
Mobility are strong,
but use of
alternate transportation
modes could be an area
for improvement**

Ease of Travel

Similar to the National Benchmarks

- Ease of travel by car
- Ease of public parking
- Traffic flow



Lower than the National Benchmarks

- Ease of travel by walking
- Ease of travel by biking
- Ease of travel by public transportation

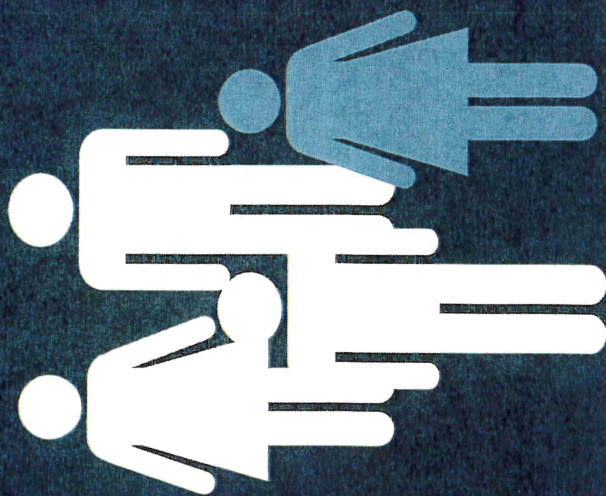
1 in 10

At least once

Used public transportation instead of driving



Lower than benchmarks



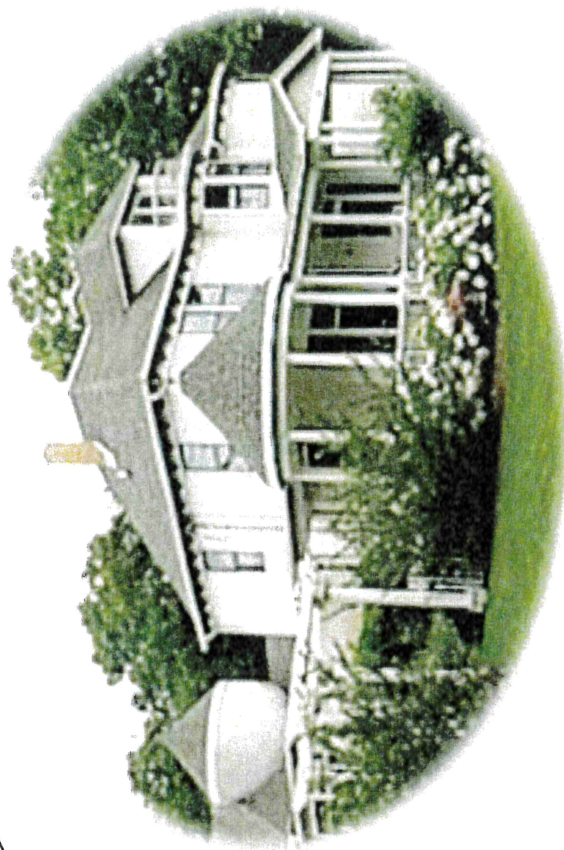
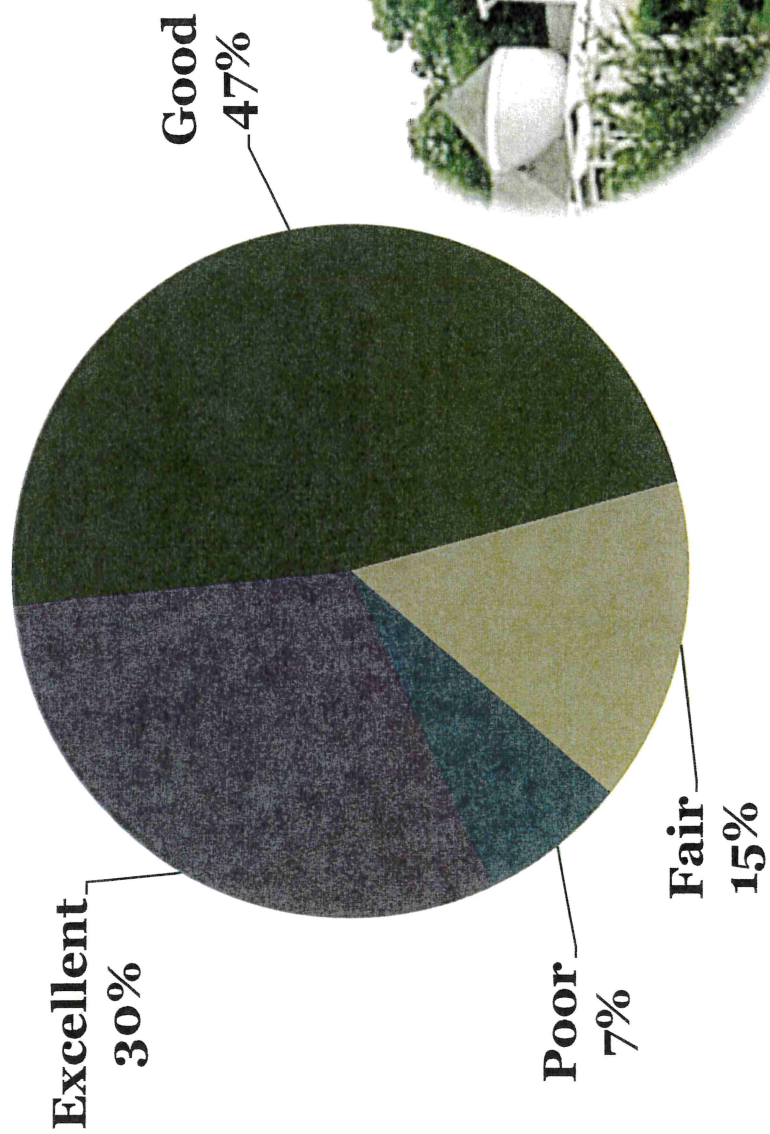
1 in 4

Walked or biked instead of driving

Key
Finding
#3

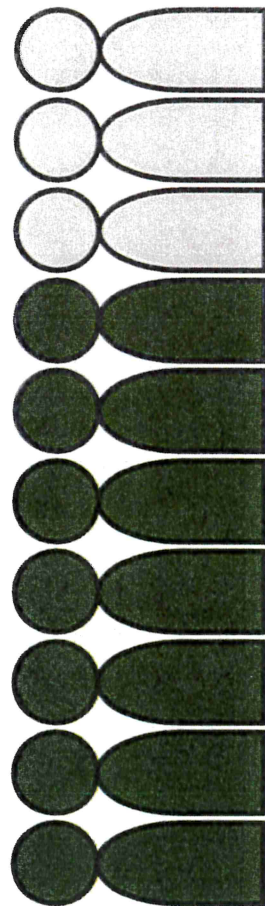
Residents
appreciate their
neighborhoods
and plan to remain
in the county

Quality of Neighborhoods

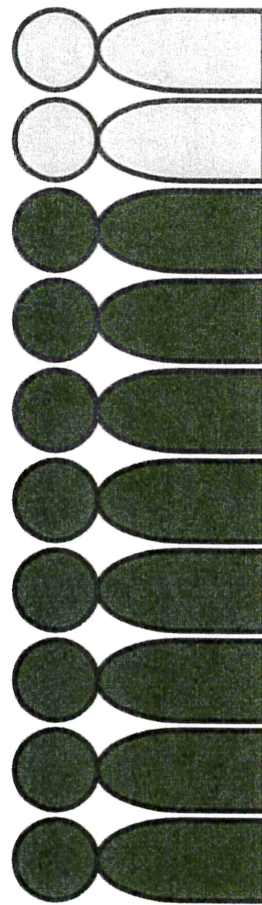


Loyalty to the Community

Recommend living in
the County



Remain in the County
for the next five years



Very or somewhat likely



Conclusions

*Safety is an
important focus area
and residents offered
strong ratings*

Conclusions

Safety is an important focus area and residents offered strong ratings

Survey results indicate that use of alternate transportation modes could be an area for improvement

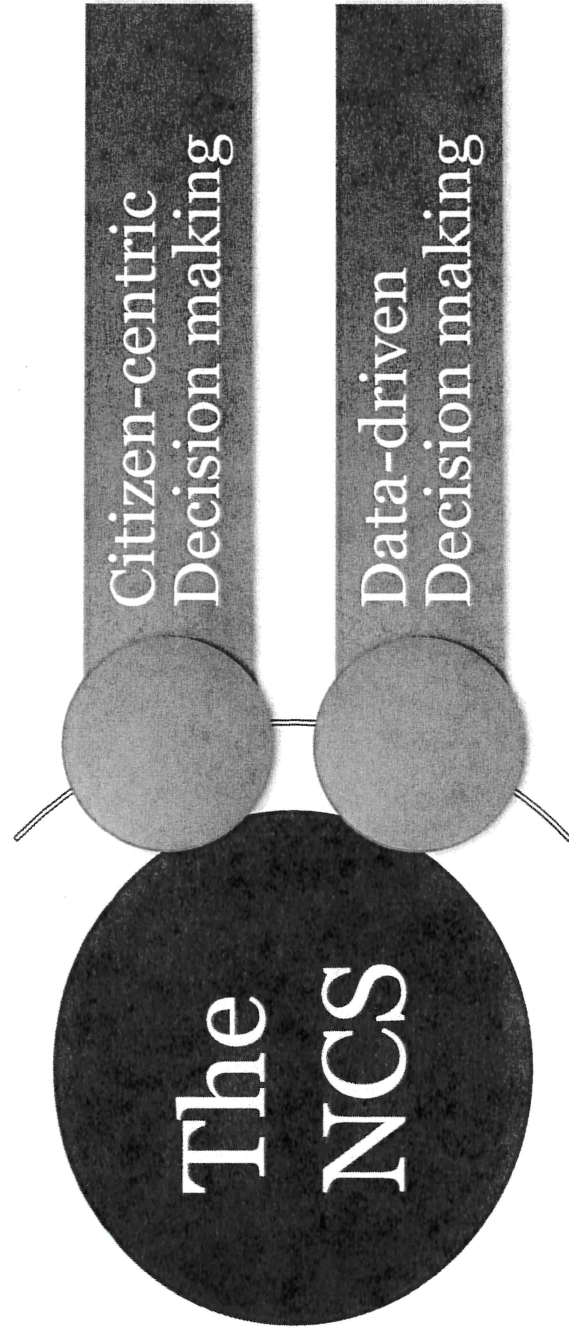
Conclusions

Safety is an important focus area and residents offered strong ratings

Survey results indicate that use of alternate transportation modes could be an area for improvement

Residents appreciate their neighborhoods and plan to remain in the county

Moving Forward



Envision, Engage, Educate, Earmark, Enact, Evaluate

Questions?

THE NCSTM
The National Citizen SurveyTM

Thank you!

Morgan Adams

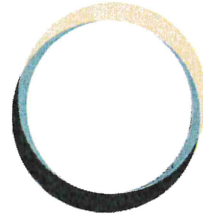
National Research Center, Inc.

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Boulder, CO 80301

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NRC
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Members of Lancaster County Council

Steve Harper, District 5, Chairman

Charlene McGriff, District 2, Vice Chairwoman

Larry Honeycutt, District 4, Secretary

Brian Carnes, District 7

Jack Estridge, District 6

Terry Graham, District 1

Billy Mosteller, District 3

DRAFT

Minutes of the Lancaster County Council Special Meeting

101 N. Main Street, Lancaster, SC 29720

Thursday, July 12, 2018

Council Members present were Brian Carnes, Terry Graham and Larry Honeycutt. Also present were County Administrator Steve Willis, Public Works Director Jeff Catoe and Director of Fleet Operations Brandon Elliott. Also present from York County were Assistant County Manager David Harmon and Public Works Director Eric Rekitt. A quorum of Lancaster County Council was **not** 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.

Depart for Tour

Steve Willis departed the County building at approximately 8:45 a.m. and picked up Larry Honeycutt, Terry Graham and Brian Carnes and the group proceeded to York County to the Public Works Complex.

Purpose of Meeting

At approximately 10:00 a.m., the group toured the York County Vehicle Maintenance Facility. The Vehicle Maintenance Facility consisted of a light repair side, a heavy repair side, and an administrative and parts storage area, all of which the group toured. Council members and staff had questions regarding the design and operation aspect of the facility and York County staff indicated that they would forward additional information to Lancaster County regarding fleet size, number of repairs per day, staffing levels, etc.

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The group toured the Material Recovery Facility next. The group discussed staffing for the facility.

Lastly, the group toured the Animal Shelter. The group discussed staffing levels and operational procedures.

Return to County Administration Building

Following lunch at noon, the meeting adjourned and the group returned to Lancaster.

Respectfully Submitted:

Approved by Council, August 13, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary



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

DRAFT

Minutes of the Lancaster County Council Workshop

101 N. Main Street, Lancaster, SC 29720

Monday, July 16, 2018

Council Members present were Brian Carnes, Jack Estridge, Terry Graham (who came in after the Workshop had started), Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present were County Administrator Steve Willis, County Attorney John Weaver, Procurement Director Nicholas Miller, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner and citizens. 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 for Workshop

Chairman Steve Harper called the Council Workshop to order at approximately 4:30 p.m.

Approval of the agenda

Charlene McGriff moved to approve the agenda. Seconded by Larry Honeycutt. Council approved the agenda by unanimous vote of 6-0.

Citizens Comments

There were no citizens that came forward for comments.

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Discussion and Action Items

Procurement Process.

Steve Willis reviewed a handout from the South Carolina Association of Counties' County Council handbook regarding *Providing Policy Leadership*, which is attached as Schedule A. Terry Graham came into the Workshop meeting during Steve Willis' discussion on policy leadership. Steve Willis noted that, during the Workshop, the Procurement process will be reviewed so that Council can have confidence in the process.

Nicholas Miller provided Council with his professional background in procurement. He discussed the mission and goals of the Procurement Department. He explained the Procurement process and his power point presentation is attached as Schedule B.

Charlene McGriff asked when Council should be involved in the Procurement process and Nicholas Miller responded that Council is involved in setting policy and in determining whether or not a project is needed or wanted. He stated that Council is also involved in budgeting for the project. He stated that the process would be that Procurement would give Council a range of possible costs and then Council would give a top dollar figure to be spent on the project. He noted that Council does need to trust the vendors and professionals that the County brings in to do the work on projects because the Procurement process is designed to bring in the best professionals to work on a project. He noted that Council is also involved in the supply chain management, which is towards the end of a project.

Charlene McGriff asked about the time frame for the Procurement process and if it lengthens the project process. Nicholas Miller indicated that once the scope of work is determined, then the process moves rather quickly. He then reviewed the Architectural Programming and Design process and civil costs for a project.

Steve Harper stated that Council is usually under a time deadline but that Council should use these processes for future projects. Steve Willis reiterated that Council advises staff on policy. Charlene McGriff stated that Council needs to have steps and processes in place for future projects. John Weaver reviewed the State code regarding Procurement and he noted that the County has an antiquated and incomplete Procurement code. He indicated that Lancaster County is having growing pains. Brian Carnes stated Council needs good estimates for projects and the Procurement process will allow for good estimates to be obtained for projects. Council requested that a discussion on updating the Procurement code be placed on an upcoming agenda.

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Adjournment

Brian Carnes moved to adjourn the Workshop. Seconded by Billy Mosteller. Council voted to adjourn the meeting by unanimous vote of 7-0. The Council Workshop adjourned at approximately 5:20 p.m.

Respectfully Submitted:

Approved by Council, August 13, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary



Members of Lancaster County Council
Steve Harper, District 5, Chairman
Charlene McGriff, District 2, Vice Chairwoman
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DRAFT

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, July 16, 2018

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

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Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

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Approval of the agenda

Larry Honeycutt moved to approve the agenda. Seconded by Charlene McGriff. John Weaver requested that a second economic development matter be added to Executive Session due to a time limit; in other words, there will be two Economic Development Discussions during Executive Session. Council approved the amended agenda by unanimous vote of 7-0.

Special Presentations

Chairman Steve Harper recognized Annsley Vick for being crowned Miss Junior High School America 2018.

Chairman Steve Harper recognized Jeff Catoe for winning a 2018 National Association of Counties Achievement Award for the project, "Highways and Heelsplitters: Improving Quality of Life for Citizens and the Environment."

Bjorn Hansen, Transportation Planner from Union County, North Carolina, reviewed the potential plan to close the Hector Road Railroad Crossing. He noted that if Lancaster County does not provide support for the project during this meeting, then the project will likely not receive a prioritization and will likely fall by the wayside for a couple of years.

Citizens Comments

Sally Sherrin, Heath Springs, SC, spoke regarding Ordinance 2018-1517. She provided a handout attached as Schedule A.

Russ Kral, Fort Mill, SC, spoke regarding the gate on Old English Road/Timberline Road.

Tindall Yarborough, Lancaster, SC, spoke regarding Ordinance 2018-1517.

Michael Burst, Charlotte, NC, spoke regarding the gate on Old English Road/Timberline Road.

Glenn Ribelin, Sr., Lancaster, SC, spoke regarding the gate on Old English Road/Timberline Road.

Jon Hardy, Lancaster, SC, spoke regarding Ordinance 2018-1517.

Gary Greene, Lancaster, SC, spoke regarding Old English Road/Timberline Road and private driveways.

Ed Alford, Monroe, NC, spoke regarding the gate on Old English Road/Timberline Road.

Ron Bistolfo, Indian Trail, NC, spoke regarding the gate on Old English Road/Timberline Road.

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Judy Benzol, Lancaster, SC, spoke regarding the potential plan to close the Hector Road Railroad Crossing.

Betty Vinson, Waxhaw, NC, spoke regarding the potential plan to close the Hector Road Railroad Crossing.

Dick Christie, Heath Springs, SC, spoke regarding Ordinance 2018-1517.

Keith T. Grey, Sr., Lancaster, SC, spoke regarding Ordinance 2018-1517.

Ben White, Lancaster, SC, spoke regarding the rules of order and Old English Road/Timberline Road.

Lauren Thomas, Indian Land, SC, spoke regarding Ordinance 2018-1517.

Glenn Ribelin, Jr., Lancaster, SC, spoke regarding Old English Road/Timberline Road.

Mark Grier, Lancaster, SC, spoke regarding Ordinance 2018-1517.

Consent Agenda

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

- a.** Minutes from the June 25, 2018 County Council regular meeting
- 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.
- 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.
- 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.

DRAFT

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.

Non-Consent Agenda

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.

Charlene McGriff moved to approve Resolution 1007-R2018. Seconded by Billy Mosteller.

Steve Willis noted that there was a scrivener's error within the Resolution's attachment, which in certain parts listed the incorrect County name. This error has been corrected on the Resolution which Council will sign. Brian Carnes noted that Lancaster was spelled incorrectly also in one section of the attachment, which will also be corrected.

Council approved Resolution 1007-R2018 by unanimous vote of 7-0.

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.

Larry Honeycutt moved to approve Resolution 1008-R2018. Seconded by Brian Carnes. Council approved Resolution 1008-R2018 by unanimous vote of 7-0.

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.

Charlene McGriff moved to approve Resolution 1009-R2018. Seconded by Jack Estridge. Council approved Resolution 1009-R2018 by unanimous vote of 7-0.

DRAFT

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.

Terry Graham moved to table Resolution 1010-R2018 and send the Resolution to the Infrastructure and Regulation (I & R) Committee for review. Seconded by Charlene McGriff.

Terry Graham stated that the citizens need an opportunity learn about the project and to give input about the project. Charlene McGriff stated that it should come before a Committee so that specifics can be obtained about the project.

The motion to table Resolution 1010-R2018 and send it to the I & R Committee for review passed by unanimous vote of 7-0.

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.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2018-1516. Seconded by Charlene McGriff.

Jack Estridge stated that he thought the property owner should make the application to rezone their property and not the County.

Council approved the 3rd Reading of Ordinance 2018-1516 by a vote of 6-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 3rd Reading of Ordinance 2018-1516 and Jack Estridge opposed.

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.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2018-1517. Seconded by Billy Mosteller.

DRAFT

Brian Carnes moved to amend Ordinance 2018-1517 by changing the bond amount from not exceeding \$14 million to not exceeding \$19 million. Seconded by Larry Honeycutt.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2018-1517. There were 63 citizens in attendance during the Public Hearing portion of the meeting. He asked if any citizens would like to come forward and speak regarding Ordinance 2018-1517. The following citizens came forward to comment during the Public Hearing.

Pamela Trimnal, Lancaster, SC, spoke in favor of increasing the bond from \$14 million to \$19 million. She also spoke in favor of the bond and noted that it would help the community.

Dan Dodd, Sports Field Designer, Fort Mill, SC, discussed the positive aspects and the negative aspects of synthetic turf and natural grass.

Mark Strickland, Lancaster, SC, spoke in favor of the bond referendum and in support of artificial turf fields.

Tindall Yarborough, Lancaster, SC, stated that the public should have a detailed description of the bond projects and that all children across the County should have access to good recreation facilities.

There being no further citizens that came forward to make comments, Chairman Harper closed the public hearing.

Charlene McGriff stated that she is in favor of the bond, but that the process was not followed regarding the changes to the amount of the bond and that those changes should have been discussed in Committee. Brian Carnes stated that Council needs to do a better job of getting estimates for projects in the beginning, as discussed during the Procurement Workshop. He noted that the man hours required for maintaining grass fields will have to be budgeted every year, while the replacement cost for artificial turf is a one-time cost. John Weaver reviewed the bond projects and their estimated costs. Brian Carnes noted that the Buford community is not being left out of the recreation facility upgrades because their fields were updated this year using Hospitality Tax funds. Billy Mosteller, Larry Honeycutt and Jack Estridge spoke in favor of the bond projects. Terry Graham stated that he is in favor of the bond but that he still has some questions about it. He stated that he thought the process was flawed. Steve Harper stated that he is in favor of the bond and that he is in favor of sending the bond referendum to the public.

Council voted to amend Ordinance 2018-1517 by changing the bond amount from not exceeding \$14 million to not exceeding \$19 million by unanimous vote of 7-0.

Council approved the 3rd Reading of Ordinance 2018-1517 as amended by unanimous vote of 7-0.

Council requested that the bond referendum be kept on the agenda as a discussion/action item so as to keep the public informed of the bond's progress.

DRAFT

Chairman Steve Harper called for a ten (10) minute break of the Council meeting. The Council meeting break began at approximately 7:53 p.m. and the Council meeting reconvened at approximately 8:05 p.m.

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.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2018-1519. Seconded by Billy Mosteller. Council approved the 3rd Reading of Ordinance 2018-1519 by a vote of 5-2. Brian Carnes, Larry Honeycutt, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 3rd Reading of Ordinance 2018-1519 and Steve Harper and Jack Estridge opposed.

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.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2018-1518. Seconded by Billy Mosteller. Council approved the 2nd Reading of Ordinance 2018-1518 by a vote 6-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 2nd Reading of Ordinance 2018-1518 and Jack Estridge opposed.

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 \pm 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.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1524. Seconded by Billy Mosteller. Council approved the 1st Reading of Ordinance 2018-1524 by unanimous vote of 7-0.

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 \pm 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.

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1525. Seconded by Brian Carnes.

DRAFT

Jack Estridge stated that the County should not put in applications for rezoning for property owners.

Council approved the 1st Reading of Ordinance 2018-1525 by a vote of 6-1. Brian Carnes, Larry Honeycutt, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted to approve the 1st Reading of Ordinance 2018-1525 and Jack Estridge opposed.

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.

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1526. Seconded by Charlene McGriff. Council approved the 1st Reading of Ordinance 2018-1526 by unanimous vote of 7-0.

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.

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1527. Seconded by Billy Mosteller. Council approved the 1st Reading of Ordinance 2018-1527 by unanimous vote of 7-0.

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.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1528. Seconded by Billy Mosteller. Council approved the 1st Reading of Ordinance 2018-1528 by unanimous vote of 7-0.

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.

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1529. Seconded by Terry Graham. Council approved the 1st Reading of Ordinance 2018-1529 by unanimous vote of 7-0.

DRAFT

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).

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1530. Seconded by Charlene McGriff. Council approved the 1st Reading of Ordinance 2018-1530 by unanimous vote of 7-0.

Discussion and Action Items

Nomination for appointment to the Library Board for an At-Large position.

Charlene McGriff moved to approve the appointment of Margaret J. Bundy to fill an at-large unexpired term on the Library Board, with the term ending on 6/30/2021. Seconded by Brian Carnes. Council approved the appointment of Margaret Bundy to fill an at-large unexpired term on the Library Board, with the term ending on 6/30/2021, by unanimous vote of 7-0.

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

Larry Honeycutt moved to approve the appointments of Christopher Clanton representing the Buford Fire Department, Justin McLellan representing the Lancaster City Fire Department, Daniel Mahaffey representing the Unity Fire Department and Jason Laney representing the Tradesville Fire Department to the Fire Commission. Seconded by Billy Mosteller. Council approved the appointments of Christopher Clanton, Justin McLellan, Daniel Mahaffey and Jason Laney to the Fire Commission by unanimous vote of 7-0.

Nomination for appointment to the Library Board for District 5.

Charlene McGriff moved to approve the appointment of Leocadia R. Francis to the Library Board for District 5 to fill an unexpired term ending on 6/30/2021. Seconded by Terry Graham. Council approved the appointment of Leocadia R. Francis to the Library Board for District 5 to fill an unexpired term ending on 6/30/2021 by unanimous vote of 7-0.

Nomination for recommendation for appointment to the County Transportation Commission for District 4.

Larry Honeycutt moved to approve the recommendation for Rodney Thomas to be appointed to the County Transportation Commission for District 4. Seconded by Billy Mosteller. Steve Harper noted that the final approval for this appointment lies with the Lancaster County delegation.

DRAFT

Council approved the recommendation of Rodney Thomas to be appointed to the County Transportation Commission for District 4 by unanimous vote of 7-0.

Nominations and Election of Council member for I-77 Alliance Board.

Larry Honeycutt nominated Charlene McGriff to serve on the I-77 Alliance Board. Seconded by Billy Mosteller. Hearing no further nominations, Steve Harper closed the nominations. Council approved the appointment of Charlene McGriff to the I-77 Alliance Board by unanimous vote of 7-0. John Weaver stated that the appointment will be consistent with the bylaws of the I-77 Alliance Board.

Discussion of Timberline Road being removed from the County road system.

Brian Carnes stated that some citizens want Timberline Road to be private and some want it to be public, but the road cannot be both. He noted that State law says that a public road cannot be gated because the public has to have access. He suggested that the County get an opinion from the State Attorney General in regards to, if the County keeps the road in the public road system and it's gated, can the County remove the road permanently from the maintenance schedule and is that legal under State law.

John Weaver stated that Timberline Road is a public road and has been a County road since 1959 and that it cannot be gated. He noted that the options for the County in regards to this road are: (1) move to make the road private through the Court of Common Pleas; or (2) the County can remove the gate and the posts on either side, which can be done voluntarily or through a lawsuit. He noted that he will ask the Attorney General for his opinion regarding whether the road can remain public and gated, but be taken off of the maintenance schedule.

Steve Harper noted that in regards to Citizens Comments about this subject, he wanted to state that the Public Works Department does not work on private property and that there is not a cover up in regards to this matter.

Jack Estridge stated that roads can be a complicated matter and that the County needs to set guidelines so that work on roads can be uniform.

Pending Projects Update.

Steve Willis stated that the update on projects can be found in the agenda packet.

Executive Session

Charlene McGriff moved to go into Executive Session to discuss two Economic Development matters pursuant to SC Code Section 30-4-70(a)(5): Project Tea and Project Pony. Seconded by Brian Carnes. The motion to go into Executive Session passed by unanimous vote of 7-0. Council went into Executive Session at approximately 8:45 p.m.

DRAFT

Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. The motion to come out of Executive Session passed by unanimous vote of 7-0. Council came out of Executive Session at approximately 9:22 p.m.

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

Brian Carnes moved that the Economic Development Director be authorized to proceed with discussions on Project Tea. Seconded by Larry Honeycutt. The motion passed by unanimous vote of 7-0.

Adjournment

Billy Mosteller moved to adjourn the meeting. Seconded by Larry Honeycutt. The motion to adjourn passed by unanimous vote of 7-0. There being no further business, the Council meeting adjourned at approximately 9:23 p.m.

Respectfully Submitted:

Approved by Council, August 13, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

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	Passed 7-0
Second Reading:	August 13, 2018	
Third Reading:	August 27, 2018	(Tentative)

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	Passed 7-0
Second Reading:	August 13, 2018	
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@lancastercountysc.net

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

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

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

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

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

SECTION 9.4 *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate 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: _____

COUNTY OF LANCASTER

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	Passed 7-0
Second Reading:	August 13, 2018	
Third Reading:	August 27, 2018	(Tentative)

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	Passed 7-0
Second Reading:	August 13, 2018	
Public Hearing:	August 27, 2018	(Tentative)
Third Reading:	August 27, 2018	(Tentative)

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STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RESOLUTION NO.: 1011-R2018

A RESOLUTION

TO APPROVE THE REQUEST OF THE CHARLOTTE ROAD/VAN WYCK VOLUNTEER FIRE DEPARTMENT'S REQUEST FOR THE FUNDS NECESSARY TO PURCHASE NEW EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$175,000.00

WHEREAS, the Charlotte Road/Van Wyck Fire Department is funded primarily by fundraisers, making it virtually impossible to have sufficient monies available for updated equipment necessary to provide the means so as to insure the best possible public safety; and

WHEREAS, the Charlotte Road/Van Wyck Fire Department has experienced a recent three-year increase of 57.7% in residential and commercial properties, thereby adding support to the request referenced herein, the details and specifics of the request being contained in a three page document that accompanies this Resolution and is incorporated herein by reference as fully as if repeated verbatim; and

WHEREAS, the request has been scrutinized by both the Lancaster County Fire Commission and the Council's Public Safety Committee, with both bodies having determined that the \$172,748.97 request is both reasonable and necessary; and

WHEREAS, Council has considered the request and the comments and favorable recommendations of those with sufficient expertise to establish that the best interests of the citizens and residents within this fire district will be enhanced by the approval of this request and, accordingly, Council concurs with those findings.

THEREFORE, BE IT RESOLVED, that the request of the Charlotte Road/Van Wyck Volunteer Fire Department to have Lancaster County fund the department's new equipment purchases hereby is approved in an amount not to exceed \$175,000.00.

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

Charlotte Rd/ Van Wyck Fire Dept

Budget Request

We are requesting capital funding for the items listed below out of the Development Safety Fund. We have brought this to the Public Safety Committee in the past and were asked to come back with more complete information.

History

Charlotte Rd/ Van Wyck is funded primarily through fundraisers which provides limited funds for projects such as the items listed below. We use most of the monies raised to participate in the county matching fund program in order to purchase equipment for the fire department. We have applied for grant funding from the V Safe grant program in the past but we have been denied up to this point. Currently we have 10 members on the roster and respond to around 190 calls for service per year. This number has been increasing each year with the growth and we expect it to continue as stated in the impact fee study by Catawba COG, "Over this three-year period Charlotte Road/Van Wyck FD saw a 57.7% increase in residential and commercial properties".

Request

• Cascade System for Rescue 531	\$32,376.96
• Compressor to fill Cascade System	\$26,642.34
• Rope Rescue Equipment	\$ 4,537.74
• PPE (10 Sets)	\$40,435.20 *
• Gear Washer	\$ 8,755.29
• Gear Dryer	\$ 7,815.84 **
• Hurst Edraulic Tools	\$29,289.60
• Scott SCBA (5)	\$22,896.00 ***
Total	\$172,748.97 ****

Justification

Cascade System – A cascade system is needed on Rescue 531 to allow us to re-fill SCBA cylinders at emergency scenes. This will allow us to respond Rescue 531 to our calls and to assist other stations on large incidents requiring multiple SCBA cylinders to be filled. With volunteer departments, there is no guarantee that a neighboring department with a cascade system will have members available to bring another rescue truck to the scene. The cascade system will also allow us to perform much needed SCBA training at the station without having to take cylinders out of service until they can be refilled at another location.

High Pressure Air Compressor for station – This new compressor is needed to be able to fill the new cascade system on Rescue 531. Having the compressor at the station will keep us from having to take the Rescue to another station and wait 2-3 hours for the cascade system to fill, thereby tying up our truck and the time of a member of a neighboring department.

Rope Rescue Equipment – The county has supplied us with the basic rope rescue equipment, ropes, harnesses, pulleys, etc. to enable us to do a single haul system at an emergency scene. Charlotte Rd/Van Wyck fire department has multiple locations where vehicles could be down an embankment that would require longer lengths of rope and perhaps multiple haul system. We are requesting the new rope equipment to be able to add a second haul system with longer reach and also more harnesses for low angle rescue.

PPE (Personal Protective Equipment) – NFPA 1971 requires all PPE to be replaced every 10 years of service. We have PPE for several members that is coming close to the replacement time. Also, NFPA 1851 stresses cleaning gear after a structural incident or MVA where the gear could have been exposed to chemicals. Having a second set of gear will enable members to clean one set of gear without having to take the gear out of service, thereby rendering the firefighter without gear if a call were to come in while the gear was being cleaned.

Gear Washer/Dryer – A gear washer and dryer at the station would allow us to wash our gear after an incident without having to take the gear to a neighboring department or dry cleaner. NFPA 1851 stresses that gear should not be taken to our homes and washed due the possible chemicals that could be contaminating our PPE, which could be spread to articles in our homes thereby affecting our family members. The gear washer/dryer we have proposed will wash/dry 2 sets of PPE at one time.

Hurst Edraulic Tools – Currently, we house our Edraulic O-cutter, Ram, and Spreader on our Rescue 531, along with associated cribbing/tools for an MVA. While we make every effort to respond to all calls, as you know, volunteer departments are sometimes limited by lack of drivers/personnel at any given scene, and we have had incidents where a tool quit working and we needed a backup. We request the new Edraulic Tools so that we can have a set of tools on our Engine 501 also, in case that truck is the only one that responds to the incident.

* This price has changed from \$60,652.80 due to changing the number of sets of turnout gear from (15) to (10) on the previous submittal and the cost was not updated to account for the new number. This was a \$20,217.60 reduction in price. This was brought up in the Administration Committee meeting by Mark Carnes, Charlotte Road 3.

** This price was \$6,799.00. Price was adjusted to include shipping and 8% sales tax. This is an increase of 1016.84 to the original quote.

*** Scott 4.5 SCBA – The county supplied air packs are coming up for upgrades. We would like to purchase (5) new SCBA's to replace (5) of our existing units. This would help to lessen the cost to the County Fire budget. Adding this line item was discussed in the Administration

Committee meeting and we were instructed to get a price to replace (5) SCBA's to take the place of the reduction in price for the turnout gear.

**** This was originally \$169,053.73. This is an increase of \$3,694.24, which is slightly more than the cost of ½ of an SCBA unit and taxes on the SCBA's. (Taxes are around \$1696.00 on the (5) SCBA's and \$543.92 for the Gear Dryer).

Comments

We know that this is a significant amount of money to request but we feel that the need is there for all of the equipment. There is no guarantee that the money will be available in the future, as other agencies in the Panhandle Area, fire, police, and EMS, have already used a major portion of the funds to date. We are currently taking steps to have our fire district become a Fee funded district, but this will take time, and unfortunately, we have building needs and full-time personnel needs that will take up most of the Fee revenue.

Thanks for all you do for us and for considering this request.

Sincerely,

Charlotte Road/Van Wyck Fire Department Chief Officers

210 Labrador Drive
Randleman, NC 27317
www.safeairsystems.com
toll free 800.424.8633



Quote

info@safeairsystems.com
phone 336.674.0749
fax 336.674.3688

QUOTE # 0165208
Date: 3/14/2018
Customer Number: 0013437

BILL TO:
LANCASTER COUNTY EMERGENCY
PO BOX 1809
LANCASTER, SC 29721

SHIP TO:
LANCASTER COUNTY CHARLOTTE RD
4421 OLD HICKORY ROAD
LANCASTER, SC 29720

Confirm To: CHIEF CRAIG ROOF

PO #:

Salesperson:

Qty.	Item	RSL	Amount
1.00	100A SPACESAVER FILL STATION, 2-POS SPACESAVER FILL STATION, 2-POS Over-under design, space-saving, containment fill station (NFPA-1901 compliant), complete with vertically sliding, interlocking fill door. Includes two (2) fill hoses with adapters and bleed valve		
1.00	CUSTOM ASSY. FILL VALVE KIT FOR SPACE SAVER FILL VALVE KIT FOR SPACE SAVER FILL STATION.		
1.00	ACP-4BK-2P-BV 4 BNK ACP, BV W/REFILL, REG. 4 BNK ACP, BV W/REFILL, REG. 2 POS. FILL		
1.00	95-4/D/H-3"CHAN 4 BOTTLE RACK HORIZONTAL 1 X 4		
4.00	90-UN-6000A CYLINDER, UN 6000 PSI		
4.00	CYL-ELB-702 CGA FITTING & ELBOW FOR 6000 P CGA FITTING & ELBOW FOR 6000 PSI BOTTLE		
4.00	AC-12 HY TULIP RING VALVE PROTECTOR HYD TULIP RING VALVE PROTECTOR HYDRID FITS 6000 PSI UN BOTTLES		
1.00	50-BA008-3E BREATHING AIR HOSE 8'		
1.00	50-BA009-3E BREATHING AIR HOSE 9'		
1.00	50-BA010-3E BREATHING AIR HOSE 10'		
1.00	50-BA011-3E BREATHING AIR HOSE 11'		
1.00	CUSTOM ASSY. 3) TILT DOWN SLIDE OUTS WITH A 3) TILT DOWN SLIDE OUTS WITH ALUMINUM TRAYS (2) OVER THE BOTTLE RACK WILL BE 52 INCHES WIDE 44 INCHES DEEP AND THE ONE SMALLER TRAY WILL BE 52 INCHES WIDE AND 30 INCHES DEEP. ALL THE TRAYS WILL HAVE 2 INCH HIGH LIPS ON THE SIDES..		
1.00	NSPARTS 100 FT LOW PRESSURE HOSE REEL, 100 FT LOW PRESSURE HOSE REEL, ELECTRIC REWIND		
2.00	FTX48 CONN., #4 MJIC X 1/2" MP		
1.00	97-BALL HOSE REEL BALL 3"		
105.00	801-6-BLK-RL 3/8" PUSHLOK HOSE BLACK		
1.00	B30-5BP-SL QUICK DISC/BARB		
1.00	93-CMP-SS WALL MOUNT REG. PANEL 6K		
1.00	91-FLANGE/NIP FLANGE 1/4" FLOOR		

Safe Air Systems is a Master Distributor for

BAUER
COMPRESSORS

Continued



QUOTE # 0165208

2

1.00 /FREIGHT
60.00 /SHOP LABORES-FREIGHT
ES-SHOP LABOR

THIS QUOTE IS FOR SAFE AIR TO INSTALL THE FOLLOWING EQUIPMENT IN YOUR TRUCK.

* SPACESAVER 100 A (2) POSITION FILL STATION, WITH 4 BANK AIR CONTROL PANEL WITH 6000 PSI REFILL PORT, 4 BANK CONTROLS TO INCLUDE INDIVIDUAL LINE VALVES AND PRESSURE GAUGES. 0-6000 PSI ADJUSTABLE REGULATOR, REGULATED PRESSURE GUAGE, (2) FILL VALVES AND (2) FILL PRESSURE GUAGES.

* (4) 6000 PSI UN STORAGE CYLINDERS WITH CGA FITTINGS & VALVE PROTECTORS PER NFPA 1901. ALSO INCLUDE HP HOSE'S TO CONNECT CYLINDERS TO THE AIR CONTROL PANEL.

* (3) TILT DOWN SLIDE OUTS WITH ALUMINUM TRAYS (2) OVER THE BOTTLE RACK WILL BE 52 INCHES WIDE 44 INCHES DEEP AND THE ONE SMALLER TRAY WILL BE 52 INCHES WIDE AND 30 INCHES DEEP. ALL THE TRAYS WILL HAVE 2 INCH HIGH LIPS ON THE SIDES..

* 100 FT LOW PRESSURE HOSE REEL, ELECTRIC REWIND WITH 100 FT LP HOSE, BALL STOP AND LP QUICK CONNECT WITH PARK.

* LP HOSE REEL CONTROLS THAT INCLUDE WALL MOUNT PANEL, SUPPLY GAUGE, 0-400 PSI ADJUSTABLE REGULATOR, REGULATED PRESSURE GUAGE.

*** CUSTOMER TO BRING TRUCK TO OUR SHOP IN RANDLEMAN, NC FOR EQUIPMENT TO BE INSTALLED. THE CUSTOMER TO PICK UP TRUCK AFTER EQUIPMENT IS INSTALLED AND USER TRAINING WILL BE GIVEN AT THAT TIME.

Includes: * Estimated Freight * * Setup, installation and piping * * Startup and System Verification * * Comprehensive User Training *

Terms: NET 30 DAYS
FOB: Randleman, NC

Delivery 30 - 90 days after receipt of order
Ship Via: BESTWAY

Quote is valid for 30 days, unless otherwise stated. Final billing may include sales tax if applicable.
1.5% Monthly Finance Charge will apply to any unpaid balance after payment due date.

Net Order:	\$30,312.00
Sales Tax:	\$2,064.96
Order Total:	\$32,376.96

Sales Department

Order Acceptance

Any changes made after signed acceptance of quote and customer requirement sheet will result in a change order fee.

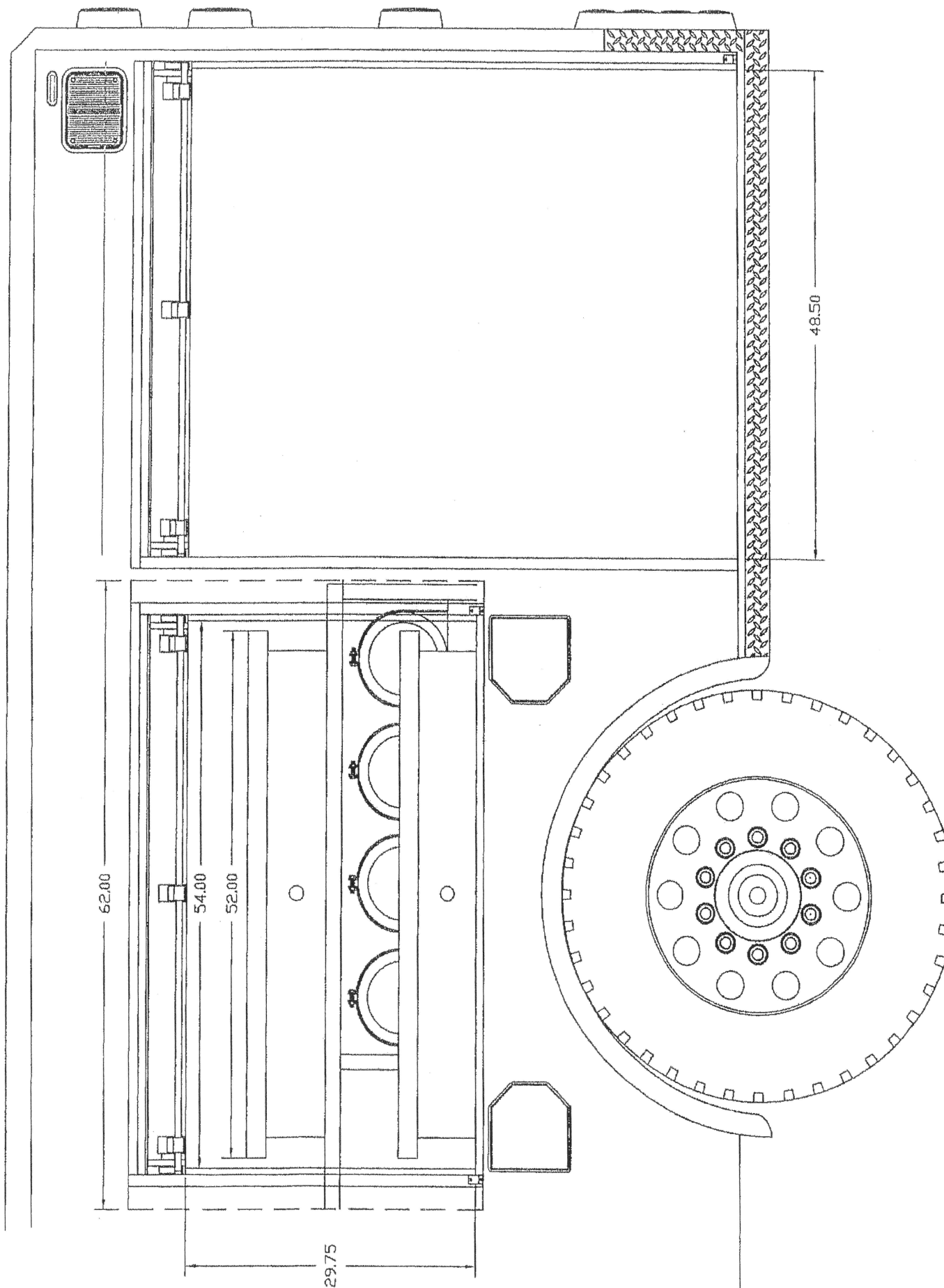
Sign: _____ Title: _____
Date: _____ PO # _____

www.safeairsystems.com
210 Labrador Drive
Randleman, NC 27317

Safe Air Systems is a Master Distributor for



Office (336) 674-0749
Fax (336) 674-3688



210 Labrador Drive
 Randleman, NC 27317
 www.safeairsystems.com
 toll free 800.424.8633



Quote

info@safeairsystems.com
 phone 336.674.0749
 fax 336.674.3688

QUOTE # 0165039
 Date: 2/21/2018
 Customer Number: 0013437

BILL TO:
 CHARLOTTE ROAD FIRE DEPARTMENT
 4421 OLD HICKORY ROAD
 LANCASTER, SC 29721

SHIP TO:
 LANCASTER COUNTY CHARLOTTE RD
 4421 OLD HICKORY ROAD
 LANCASTER, SC 29720

Confirm To: M CARNES

PO #:

Salesperson:

Qty.	Item	BEN	Amount
1.00	LEGACY 13 VERTECON 13CFM 6KPSI 10HP VERTECON 13CFM 6KPSI 10HP Bauer Open Vertical Compressor/Purifier configured for 13.0 scfm, 6000 psig, 4-stage compressor, 10 hp, phase motor and 67,000 scf capacity purifier, integrated purification system that meets NFPA 1989 requirements for firefighting and CGA Grade E air for SCUBA, purifier includes steel mechanical separator chamber, as well as purifier safety vent port to prevent operating system w/o cartridge. Standard with Bauer long-life, well-cooled, oil-pressure lubricated compressor block with stainless steel intercoolers, high-temperature & low oil pressure shutdowns. Mounted pressure gauges for oil, final stage and purifier. Includes PLC with touch pad controller with full color display, lighted on/off switch, hour meter, emergency stop button, safety over-time timer, motor controls/protection and UL-rated electrics. AUTO CONDENSATE DRAIN SYSTEM -Timed automatic drain, includes silencer and collection reservoir and user display indicator if "full". MTD INTERSTAGE PRESSURE GAUGES SECURUS PURIFIER MONITOR SYSTEM - Built-in, continuous monitor for purification cartridges. - Includes user display indicators for "safe", "high moisture", "cartridges expired" and "contact fault". - Automatic system shutdown for faults; fail-safe (can not be over-riden); no warm up required. - Can extend the purifier cartridge's useable life.		
1.00	26-SASCO-24V	PNL MOUNTED CO MONITOR 24 V	
1.00	OUTV-KIT/ VERT	COMP OUTLET VLV KIT	
1.00	50-BA005-3E	BREATHING AIR HOSE 5'	
1.00	FHN716192010.5G'	50-75 FT SPRING REW HOSE REEL	
	50-75 FT SPRING REW HOSE REEL		
	FHN716-19-20-10.5GSRH6M		
2.00	FTX48	CONN., #4 MJIC X 1/2" MP	
1.00	50-BA050-3E	BREATHING AIR HOSE 50'	

Safe Air Systems is a Master Distributor for



Continued



QUOTE # 0165039

2

1.00 97-BALL	HOSE REEL BALL 3"
1.00 59X0502-QC	FILL ADAPTOR W/ 6K QUICK DISCO
	FILL ADAPTOR W/ 6K QUICK DISCONNECT
1.00 97-HR WALL MNT	WALL MOUNT FOR HOSE REEL
1.00 /AIRTEST-N11989	AIRTEST SINGLE GRADE 1989 (08)
1.00 /FREIGHT	ES-FREIGHT
2.00 /SHOP LABOR-NC	ES-SHOP LABOR
250.00 /MILEAGE	ES-MILEAGE
7.00 /FIELD LABOR	ES-FIELD SERVICE LABOR

5 YEAR BAUER COMPRESSOR BLOCK WARRANTY AND 2 YEAR WARRANTY ON REST OF SYSTEM.

* COMPRESSOR IS A BAUER VERTECON 13 WITH, 4 STAGE COMPRESSOR, 13 CFM, 6000 PSI, 10 HP SINGLE PHASE MOTOR. AUTO CONDENSATE DRAIN, INTERSTAGE GAUGES, ELECTRIC MOISTURE MONITOR, INTEGRATED PURIFICATION SYSTEM THAT MEETS NFPA 1989 REQUIREMENTS FOR FIREFIGHTING AND CGA GRADE E AIR FOR SCUBA. WILL PROCESS 67,000 CU FT OF AIR. ALSO INCLUDES CO MONITOR.

*** ALSO INCLUDES 50 FT SPRING REWIND HOSE REEL WITH HP HOSE, BALL STOP, 6K PSI FILL ADAPTOR AND WALL MOUNT FOR HOSE REEL.

*** CUSTOMER TO FIX/SECURE HOSE REEL MOUNT TO THE WALL IN THE TRUCK BAY. THIS MOUNT WILL PROVIDE A LOCATION FOR THE HP HOSE REEL TO BE PLACED.

*** CUSTOMER TO CALL US WHEN THEY HAVE THE HOSE REEL MOUNT FIXED/SECURED AND WE WILL SHIP THE HP HOSE REEL MOUNT TO THEM FOR PLACEMENT. SAFE AIR TO INSTALL THE HOSE REEL WHEN WE COME TO INSTALL THE COMPRESSOR.

* SAFE AIR TO DELIVER, OFF LOAD, INSTALL AND COMPLETE PLUMBING OF SYSTEM.

* SAFE AIR TO STARTUP AND VERIFY OPERATION, INCLUDING A 1-TIME AIR SAMPLE. COMPREHENSIVE USER TRAINING WILL BE GIVEN AT TIME OF START-UP.

**** CUSTOMER TO PROVIDE SUITABLE ELECTRIC SERVICE FOR SYSTEM TO INCLUDE WALL MOUNT DISCONNECT AND PIGTAIL. (PIGTAIL CONSIST OF 10 FT FLEX CONDUIT AND 12 FT OF WIRE) SAFE AIR WILL MAKE FINAL CONNECTION TO THE UNIT.

Includes: * Estimated Freight * * Delivery * * Setup, installation and piping * * Startup and System Verification * * Comprehensive User Training *

Customer to provide suitable electrical wiring/disconnect for Safe Air Systems to make final connections per Safe Air Systems' Customer Requirements document

Terms: NET 30 DAYS

FOB: Randleman, NC

Delivery: 90 - 100 days after receipt of order

Ship Via: BESTWAY

Quote is valid for 30 days, unless otherwise stated.

Final billing may include sales tax if applicable.

1.5% Monthly Finance Charge will apply to any unpaid balance after payment due date.

Net Order: \$24,740.50

Sales Tax: \$1,901.84

Order Total: \$26,642.34

www.safeairsystems.com

210 Labrador Drive
Randleman, NC 27317

Safe Air Systems is a Master Distributor for



Office (336) 674-0749

Fax (336) 674-3688

rescueDIRECT, Inc.

www.rescueDIRECT.com
500 North Mill Street
Utica, IL 61373
Toll-Free 1 (888) 867-7170

Quote

CUST. ID	QUOTE NO.	DATE	QUOTE ID
82700	2879	19-Feb-2018	

SOLD TO

Craig Roof
Charlotte Road / Van Wyck Fire Department
4455 Old Hickory Rd
Lancaster SC 29720

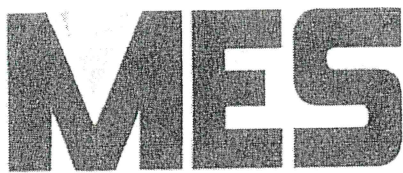
SHIP TO

Craig Roof
Charlotte Road / Van Wyck Fire Department
4455 Old Hickory Rd
Lancaster SC 29720

Ship via:	UPS Ground
-----------	------------

SKU	Description	Ordered	Unit Price	Total
8016-Blue	BlueWater 8mm Prusik Cord	100	\$0.52	\$52.00
8016-Yellow	BlueWater 8mm Prusik Cord	100	\$0.52	\$52.00
200111	CMC Rescue 1" Flat Webbing - Orange	100	\$0.52	\$52.00
200117	CMC Rescue 1" Flat Webbing - Yellow	100	\$0.52	\$52.00
333000	CMC MPD - Multi Purpose Rescue Device - 1/2" (13 mm)	1	\$661.50	\$661.50
FE2120N	RQ3 Q8 Rescue 8 - NFPA	4	\$33.00	\$212.00
202834M	CMC Helix Harness - MEDIUM	2	\$405.00	\$810.00
202835L	CMC Helix Harness - LARGE	2	\$405.00	\$810.00
OPOF55LNFPA	Omega Pacific G-FIRST Aluminum Screw-Lok Carabiner - BLACK - NFPA GI	10	\$34.15	\$341.50
5089	CMI 2 inch Pulley RP115	4	\$31.45	\$125.80
534830_YE_BL	BlueWater SafeLine NFPA Static Rope 1/2" x 300' - YELLOW w/Blue	1	\$342.00	\$342.00
534830_RD_YE	BlueWater SafeLine NFPA Static Rope 1/2" x 300' - RED w/Yellow	1	\$342.00	\$342.00
430301-Red	CMC #3 Rescue Rope Bag	1	\$79.20	\$79.20
430301-Yellow	CMC #3 Rescue Rope Bag	1	\$79.20	\$79.20
EP305-Black	EVAC Rescue Equipment Binder	1	\$73.75	\$73.75
GIBBS3S	Gibbs Ascender - #3S, 1/2" Stainless Steel, Spring Loaded	2	\$59.62	\$119.24
5889	SMC 3" Prussik Minding Pulley - NFPA	4	\$81.90	\$327.60
			Subtotal	\$4,531.79
			Shipping	\$5.95
			Sales Tax	\$0.00
			Total	\$4,537.74

Thanks for your order!



MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Page 1 of 2

Date

6/18/2018

Quote #

QT1110056

Expires

7/31/2018

Sales Rep

Humphries, Ronald

PO #

Shipping Method

FedEx Ground

Bill To

CHARLOTTE RD / VAN WYCK ...
P.O. BOX 38
Van Wyck SC 29744
United States

Ship To

ATTN: Admin Assistant
CHARLOTTE RD / VAN WYCK VFD
4455 OLD HICKORY RD
Lancaster SC 29720
United States

HT-TRA-EV1-Black	Honeywell EV1 Traditional Helmet MES01400723-MES1400729	8	323.00	2,584.00
HT-TRA-EV1-White	Honeywell EV1 Traditional Helmet MES01400723-MES1400729	2	323.00	646.00
M1x-G-L	M1x FireFit - Gauntlet - Black/Red - Size: Large	5	68.00	340.00
M1x-G-XL	M1x FireFit - Gauntlet - Black/Red - Size: X-Lar...	5	68.00	340.00
GB-B80RS-R	Jumbo Gear Bag (GB-15563)	10	50.00	500.00
GOLFIRE	Custom GOLFIRE 6" Leather Front for Helmets	10	42.85	428.50
4301400-10-Wide	Supralite 14" Pull-On	10	448.00	4,480.00
3042093-MES	Ultimate Cobra Carbon Shield Knit Firefighting Hood	10	27.15	271.50
Globe G-XCEL Coat D2258G	D2258G Globe G-XCEL Coat GLOBE G-XCEL COAT 29/33 OR 32/36 LENGHT KOMBAT FLEX OUTER SHELL QUANTUM 4I THERMAL LINER, CROSSTECH BLACK MOISTURE BARRIER, NYC STYLE TRIPLE TRIM SCOTCHLITE, 13PB RADIO POCKET ON LEFT CHEST, MIC CLIP ON LEFT CHEST, FLASHLIGHT HOLDER ON RIGHT CHEST, DRAGON HIDE CUFFS, GREY NOMEX THUMBHOLES, PADDED ELBOWS, 3" SCOTCHLITE LETTERS CRAWFWD ON BACK OF JACKET AND 5X20 HANGING LETTER PATCH WITH LETTERS, HANDWARMER /FLEECE POCKETS ON COAT, ZIPPER/VELCRO CLOSURE SYSTEM AND ALL OTHER STANDARD FEATURES	10	1,520.00	15,200.00
Globe G-XCEL Pant E2258G	E2258G Globe G-XCEL Pant GLOBE G-XCEL PANT WITH BELT/BELT LOOPS CLOSURE SYSTEM, KOMBAT FLEX OUTER SHELL, QUANTUM 4I OUTER SHELL, CROSSTECH MOISTURE BARRIER, 3" TRIPLE TRIM SCOTCHLITE AROUND CUFFS, DRAGON HIDE CUFFS, DRAGON HIDE KNEE REINFORCEMENTS, SILIZONE KNEE PADDING FOR KNEES, 10X10X2" POCKETS ON SIDES OF LEGS, SIX PACK TOOL COMPARTMENT ON INSIDE OF ONE POCKET, ONE FULL COMPARTMENT, BOTH POCKETS WITH FULLY LINED KEVLAR TWILL MATERIAL, BLACK PADDED SUSPENDERS	10	1,190.00	11,900.00
88903	Vantage 180 - includes two CR123A lithium batteries, helmet bracket. Box. Black	10	75.00	750.00



Quote

Page 2 of 2
Date
Quote #

6/18/2018
QT1110056

	Subtotal	37,440.00
Shipping Cost (FedEx Ground)		0.00
	Tax Total	2,995.20
	Total	\$40,435.20

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1110056

Consolidated

LAUNDRY EQUIPMENT INC.

127 Overland Drive #B, W. Columbia, SC 29172
(803) 779-2390, (800) 766-0926, Fx: (803) 252-0049 Cell: (803) 261-4545

Attn: Craig Roof Ship to address
Charlotte Road-Van Wyck Fire Dept. Charlotte Road-Van Wyck Fire Dept.
P.O. Box 38 4455 Old Hickory Road
Van Wyck, SC 29744 Van Wyck, SC 29744
Ph: (803) 285-4281
Cl: (803) 762-8229
Em: craig.roof@yahoo.com

Submitted By: Gary Palmer
Quote Date: February 2, 2018
Quote Number: CV180202
Quote Valid Until: March 2, 2018

Remittance Address
Consolidated Laundry Equipment Inc
530 Maywood Avenue
Raleigh, NC 27603
Ph: (919) 832-4624
Fx: (919) 830-3070

We are pleased to offer the following quote

Qty	Description	Unit Price	Extended Price
1	UniMac UCN030HNFUXU2001 Washer/Extractor 208-240/60/1-3 9 Cycle - 8 Segment Advanced Micro Processor, 100G Max Extract	\$5,547.00	\$5,547.00
1	UniMac ACBF30X6X110001 Steel Base Frame	\$300.00	\$300.00
1	Chemical Package For Cleaning Turn Out Gear. (Optional). 120/60/1 ph (2) 49-1000-5 5 Gal. Turnout Gear Wash™, (1) 51-1315-2 2.5 Gal. Opticide Disinfectant™ (1) 831K.1.1 Dema 2 pump Chemical Dispensing System - Installed	\$1,200.00	\$1,200.00
			\$7,047.00
	Factory Freight		\$207.90
			\$7,254.90
	Installation: (see Scope of Work)		\$850.00
			\$8,104.90
	8.00% SC State Sales Tax		\$648.39
			\$8,753.29
	SC White Goods Disposal Fee (\$2.00/PC)		\$2.00
			\$8,755.29

Terms of Sale: A 25% non-refundable deposit in the amount \$2,188.82 is due with order. Balance due at time of delivery.

Warranty: All parts are covered for a period of three years (36 months). The basket and shaft, bearings and seals and frame are covered for a period of five years (60 months). Labor: Ninety (90) days from installation.

Warranty Exceptions: Warranty is void in the event of vandalism, misuse, operator error, natural disasters and other acts of God.

A 2% service fee will be added to all credit card payments in the amount of \$2,500.00 and above.

Scope of Work: Deliver equipment to property. Set and level, bolt and grout new equipment if required. *Make utility connections and test run equipment. Train operators. **Customer is responsible for clear entry into building, adequate foundation and utilities within five (5) feet of equipment.**

Initials

* Utility connections are included at the time of delivery only. One trip is included for installation. Any additional trips to finish installation (if required) will be billable. Seller is not responsible for utilities under concrete.

Initials

Purchaser hereby grants Consolidated Laundry Equipment (seller) a first priority purchase money security interest and lien in and to all of the equipment and parts purchased as referred to above pursuant to this proposal. Purchaser hereby authorizes Consolidated Laundry Equipment to file any and all UCC financing statements and other instruments without the signature of purchaser as Consolidated Laundry Equipment deems necessary to perfect and maintain a first priority security interest in and to the purchased equipment. This instrument shall be deemed a security agreement under the UCC.

I accept the terms and conditions of this sales agreement and will require this equipment on:

(Date)

Signed By: _____

(Date)

Quote submitted by:

Gary Palmer

Sales Manager



MUNICIPAL EMERGENCY SERVICES

6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 8/28/2017
Quote # QT1118126
Expires 9/27/2017
Sales Rep Humphries, Ronald
PO #
Shipping Method FedEx Ground

Bill To
CHARLOTTE RD / VAN WYCK ...
P.O. BOX 38
Van Wyck SC 29744
United States

Ship To
ATTN: Admin Assistant
CHARLOTTE RD / VAN WYCK VFD
4455 OLD HICKORY RD
Lancaster SC 29720
United States

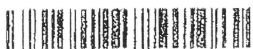
272085412	Hurst 110v E2 Pwr Supply w/Plg	1	625.00	625.00
271555000	SP 558E2 Spreader Package w/ charger and 2 EXL batteries	1	10,250.00	10,250.00
272085000	Hurst S700E2 w/EXL Batts&Chgr S700E2 CUTTER	1	9,115.00	9,115.00
274085000	Hurst R421E2 w/EXL Batts&Chgr R421E2 RAM	1	7,130.00	7,130.00

Subtotal	27,120.00
Shipping Cost (FedEx Ground)	0.00
Tax Total	2,169.60
Total	\$29,289.60

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1118126

QUOTE

RHINEHART FIRE SERVICES

6/16/2018

DATE

22 Piney Park Rd., Asheville NC 28806
Office 828-273-1789
Cell Phone 704-604-2492
jody@rhinehartfire.com

EXPIRATION DATE 8/30/2018

TO CHARLOTTE ROAD VAN WYCK FIRE DEPT
MARK CARNES

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
JODY BROWN	SCBA QUOTE	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
5	SCOTT#X3214021000302 AP-75, 4.5 SCBA BACKFRAME, STANDARD REGULATOR, STANDARD PASS DEVICE	4242.00	21200.00
	QUOTE DOES NOT INCLUDE ANY CYLINDERS OR MASKS		
	PRICE INCLUDES SHIPPING, DOES NOT INCLUDE ANY APPLICABLE SALES TAXES		

OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX
OR SHIPPING CHARGES

SUBTOTAL	21200
SALES TAX	1696.00
TOTAL	22896.00

Quotation prepared by: JODY BROWN REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC. _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____



Company Address 1502 Patricia Ave
Brandon MB R7A7K7
Canada

Created Date 1/26/2018
Expiration Date 12/31/2018
Quote Number 00001256

Prepared By Lance Dorn
Phone (888) 393-3379 EZEE-DRY
Email lance@ramairgeardryer.com
Fax (204) 727-0561

Contact Name Craig Roof
Phone (803) 762-8229
Email craig.roof@yahoo.com

Bill To Name Charlotte Road Van Wyck FD
Bill To 4455 Old Hickory Road
Lancaster, SC 29720

Ship To Name Charlotte Road Van Wyck FD
Ship To 4455 Old Hickory Road
Lancaster, SC 29720

Shipping & Handling		\$0.00	\$472.92	1.00	\$472.92
Touch Screen 4 place dryer	T4-MU	\$7,899.00	\$6,799.00	1.00	\$6,799.00
Touch Screen heated 4 place dryer	T4-HMU	\$9,999.00	\$7,999.00	1.00	\$7,999.00

7815.92

Agenda Item Summary

Ordinance / Resolution: 1012 – R2018

Contact Person: John Weaver

JLW

Department: County Attorney

Date Requested to be on Agenda: August 13, 2018

Issue for Consideration: Whether or not it is appropriate County Council to approve a referendum vote for the Reid Point subdivision for the purpose of approving the funds necessary to upgrade the roads within the subdivision for subsequent conveyance to Lancaster County?

Points to Consider: The Reid Point subdivision roads have been a point of discussion for Lancaster County for some months now. The original developer never conveyed to the county these roads and, at present, these roads are in need of repair and upgrade. The county has agreed previously to allow a vote of the community residents so as to determine if there is an interest of the majority of the voters in bonding off the cost of upgrade (approx. \$600K), with repayment by the property owners. The preliminary requirements to proceed with the vote have been met and certified by the Director of Voter Registration. This Resolution authorizes the vote to occur in November at the time of the general election.

Funding and Liability Factors: The funding will be via a bond to be repaid by the property owners of the Reid Point subdivision. The road work will be by public bid overseen by the Procurement Office.

Recommendation: Council and staff previously have authorized/recommended this referendum vote.

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 1012-R2018

COUNTY OF LANCASTER

)

)

A RESOLUTION

TO CERTIFY TO THE LANCASTER COUNTY VOTER BOARD OF VOTER REGISTRATION AND ELECTIONS A PETITION THAT PROPOSES THE CREATION OF THE REID POINTE SPECIAL TAX DISTRICT; AND TO PROVIDE FOR AN ELECTION ON THE CREATION OF THE REID POINTE SPECIAL TAX DISTRICT.

WHEREAS, Council (hereinafter defined) received a petition requesting the creation of the Reid Pointe Special Tax District;

WHEREAS, Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), provides that when fifteen percent of the electors in a proposed special tax district sign and present to the council a petition requesting the creation of a special tax district, an election must be held; and

WHEREAS, it is the purpose of this resolution to make the certifications required by state law to the Lancaster County Board of Voter Registration and Elections (the "Elections Board") to provide for an election on the creation of the proposed Reid Pointe Special Tax District.

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

SECTION 1. Findings.

Council finds that:

(a) Based on the analysis by staff of the Lancaster County Voter Registration and Elections Office, the petition submitted to the Council has been signed by fifteen percent or more of the electors resident within the area of the proposed Reid Pointe Special Tax District;

(b) The petition contains a description of the proposed special tax district and the elector's signature and address;

(c) The petition meets the requirements of Section 4-9-30(5)(a)(i) of S.C. Code; and

(d) in an election, a majority of the electors in the proposed area voting in the election shall approve the creation of the proposed Reid Pointe Special Tax District, the nature of the services to be rendered and the maximum level of taxes or user service charges, or both, authorized to be levied and collected.

SECTION 2. Certifications.

Council certifies to the Elections Board that: (a) the petition has been signed by fifteen percent or more of the electors resident within the area of the proposed Reid Pointe Special Tax District; and (b) the petition meets the requirements of Section 4-9-30(5)(a)(i) of the S.C. Code.

SECTION 3. Order to Hold Referendum.

Council orders a referendum to be held in the area proposed to be designated as the Reid Pointe Special Tax District 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 of South Carolina the question set forth in Section 5 hereof.

SECTION 4. Voting Precincts and Polling Places.

The voting precincts or any portion thereof in the proposed Reid Pointe Special Tax District for the referendum shall be those designated by Section 7-7-350 of the S.C. Code. The polling places in each of the precincts shall be designated by 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 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
CREATION OF REID POINTE SPECIAL TAX DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA
November 6, 2018

Precinct _____

No. _____

Initials of Issuing Officer

OFFICIAL BALLOT
REFERENDUM
CREATION OF REID POINTE SPECIAL TAX DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA

November 6, 2018

Shall there be created the Reid Pointe Special Tax District for the purpose of repairing and upgrading the roads in the Reid Pointe Subdivision to Lancaster County (the "County") standards so that the roads may be accepted into the County road system; with the special tax district to consist of those parcels of real property located within the Reid Pointe Subdivision fronting on or touching Reid Pointe, Benedict, Jennifer, Tricia Pointe, Arthur, Marcus, Grimley, Ellen and Social; with the costs of repairing and upgrading the Reid Pointe Subdivision roads currently estimated to cost \$700,000; with the maximum amount to be repaid from the levy and collection of taxes on all taxable property within the Reid Pointe Subdivision not to exceed the amount necessary to pay principal and interest on the amount borrowed by the County to pay the cost of the upgrades and repairs and all costs associated with any debt issued by the County?

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 Lancaster 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 his or her registration certificate or valid South Carolina driver's license or other form of identification containing a photograph issued by the South Carolina Department of Motor Vehicles, or its successor entity, if not licensed to drive. Any registered elector who has moved his or her place of residence within the area 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 Voter Registration and Election 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 three times in *The Lancaster News*, a newspaper of general circulation in the County in compliance with Sections 7-13-35 and 4-9-30(5)(a)(i) of the S.C. Code. The first notice shall be published not later than sixty (60) days before the date of the referendum, the second notice published not later than two weeks after the first notice, and the third notice published not later than thirty (30) days before the date of the referendum. The Notice of Referendum shall be in substantially the form attached hereto and incorporated herein by reference;

The 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 and to split the precincts as necessary for voting purposes to match the boundaries of the District. Appropriate changes are authorized to be made in the Notice of Referendum.

SECTION 8. Elections Board.

A certified copy of this resolution shall be filed with the Elections Board and the Elections Board is hereby requested to:

(a) join in the action of Council in providing for the Notice of Referendum in compliance with Sections 7-13-35 and 4-9-30(5)(a)(i) of the S.C. Code;

(b) prescribe the form of ballot to be used in the referendum;

(c) arrange for polling places in each precinct, or any part of a precinct within the area;

(d) appoint Managers of Election;

(e) provide ballots and ballot boxes or voting machines for the referendum;

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

(g) 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 Resolution.

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

SECTION 10. Severability.

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

SECTION 11. Effective Date.

This Resolution is effective upon its adoption.

[Signatures follow]

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

(FORM OF NOTICE OF REFERENDUM)

NOTICE OF REFERENDUM

CREATION OF REID POINTE SPECIAL TAX DISTRICT
LANCASTER COUNTY, SOUTH CAROLINA

NOTICE IS HEREBY GIVEN that on Tuesday, November 6, 2018, a referendum will be held in the area in Lancaster County proposed as the Reid Pointe Special Tax District. The purpose of the referendum is to submit to the qualified electors of the area the following question:

Shall there be created the Reid Pointe Special Tax District for the purpose of repairing and upgrading the roads in the Reid Pointe Subdivision to Lancaster County (the "County") standards so that the roads may be accepted into the County road system; with the special tax district to consist of those parcels of real property located within the Reid Pointe Subdivision fronting on or touching Reid Pointe, Benedict, Jennifer, Tricia Pointe, Arthur, Marcus, Grimley, Ellen and Social; with the costs of repairing and upgrading the Reid Pointe Subdivision roads currently estimated to cost \$700,000; with the maximum amount to be repaid from the levy and collection of taxes on all taxable property within the Reid Pointe Subdivision not to exceed the amount necessary to pay principal and interest on the amount borrowed by the County to pay the cost of the upgrades and repairs and all costs associated with any debt issued by the County?

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

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 Elections Board at _____ for instructions.

The last day persons may register to be eligible to vote in the Referendum will be _____, 2018. Applications for registration to vote sent by mail must be postmarked not later than _____, to the Lancaster County Voter Registration and Elections Office, Post Office Box 1809, Lancaster, South Carolina 29721, or delivered to the Lancaster County Voter Registration and Elections Office, _____, Lancaster, South Carolina, on or before _____, 2018.

The process of examining the return-addressed envelopes containing absentee ballots will begin at _____ a.m. on the date of the Referendum at the Lancaster County Voter Registration and Elections Office, _____, Lancaster, South Carolina.

The Elections 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, Lancaster County Board of Voter
Registrations and Elections

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	Passed 6-1
Third Reading:	August 13, 2018	

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1523

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND SHARONVIEW FEDERAL CREDIT UNION, INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND 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 SHARONVIEW FEDERAL CREDIT UNION.

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

Section 1. Findings and Purpose.

A. The Lancaster County Council finds that:

1. 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;

2. 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;

3. Sharonview Federal Credit Union (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;

4. by passage of Resolution No. 1004-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; and

5. by passage of Resolution No. 1005-R2018, Council consented to the assignment of the Amended and Restated Fee Agreement, dated as of August 14, 2017, between the County and AG-APG Edgewater Property Owner, L.L.C., to Sharonview Federal Credit Union which was referred to in Resolution No. 1005-R2018 as "Project Green Onion."

B. It is the purpose of this ordinance to effectuate, in part, the commitments of the County to the Company, 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	Passed 7-0
Public Hearing:	August 13, 2018	
Third Reading:	August 13, 2018	

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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
SHARONVIEW FEDERAL CREDIT UNION

August 13, 2018

FIRST AMENDMENT TO FEE AGREEMENT

This FIRST AMENDMENT TO FEE AGREEMENT ("First Amendment") is made and entered into as of August 13, 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 SHARONVIEW FEDERAL CREDIT UNION (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. 1004-R2018, an inducement resolution for Project Green Onion, committed to enter into this First Amendment and by passage of Ordinance No. 2018-1523 authorized and approved the execution and delivery of this First Amendment; and

WHEREAS, the County Council, by passage of Resolution No. 1005-R2018, consented to the assignment of the Fee Agreement to Sharonview Federal Credit Union, which was referred to in Resolution No. 1005-R2018 as "Project Green Onion"; 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:

Sharonview Federal Credit Union
Attn: Steve Smith
1081 Red Ventures Drive
Fort Mill, SC 29707
Telephone: (704) 969-6705
Fax: (704) 719-2266
Email: steve.smith@sharonview.org

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. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, Company agrees to reimburse the County, not later than October 31, 2018, for the County’s reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney’s fees. The total amount of the Company’s reimbursement obligations with respect to the actual costs incurred related to this First Amendment and the documents negotiated and executed in connection therewith (including that certain Special Source Revenue Credit entered into on or about the date hereof) shall not exceed Eight Thousand and 00/100 Dollars (\$8,000.00).

Section 6. *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 federal credit union organized and existing and in good standing under the laws of North Carolina, (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 7. *Fee Agreement.* Except as specifically modified in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

Section 8. *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 9. *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 AG-APG Edgewater Property Owner, L.L.C. 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)

SHARONVIEW FEDERAL CREDIT UNION,
a federal credit union

By: _____
Name: _____
Title: _____

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (the "Agreement") is entered into as of August 13, 2018, by and between SHARONVIEW FEDERAL CREDIT UNION, a federal credit union (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 Chester 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. 2018-1523, enacted on August 13, 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 Sharonview Federal Credit Union, a federal credit union, 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. 0008-00-027.02.

“*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 park agreement approved by the Council by passage of Ordinance No. 701, more specifically, the Agreement for the Development of a Joint Industrial and Business Park (Lancaster and Chester Counties) made and entered into the fifth day of December, 2005, by and between Lancaster County and Chester County, as amended, 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 federal credit union in good standing under the laws of North Carolina, 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 Eight Thousand Dollars (\$8,000.00).

(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:

Sharonview Federal Credit Union
Attn: Steve Smith
1081 Red Ventures Drive
Fort Mill, SC 29707
Telephone: (704) 969-6705
Fax: (704) 719-2266
Email: steve.smith@sharonview.org

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]

SHARONVIEW FEDERAL CREDIT UNION,
a federal credit union

By: _____
Name: _____
Title: _____

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, August 13, 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.

2018-1523, an ordinance titled "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." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.
226-88-1W-WombleBond Dickinson-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *July 25, 2018.*

Benita G. Gush

Notary Public of South Carolina

My Commission Expires
January 13, 2021

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1525

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	Passed 6-1
Second Reading:	August 13, 2018	
Third Reading:	August 27, 2018	(Tentative)

AN ORDINANCE

TO AMEND CHAPTER 8, NATURAL RESOURCES PROTECTION, SECTION 8.17 APPLICABILITY, SUBSECTION A. FLOOD DAMAGE PREVENTION OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE, RELATING TO INSERT THE EFFECTIVE DATE FOR THE FLOOD INSURANCE STUDY (FIS).

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

Section 1. **Applicability**

Section 8.1.7, Applicability of the Lancaster County Unified Development Ordinance is amended ~~by replacing:~~ **by deleting the existing language presently contained therein and substituting therefore the following:**

Subsection A. Flood Damage Prevention.

~~These regulations shall apply to all areas of special flood hazard within the jurisdiction of unincorporated Lancaster County as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) and *Flood Insurance Study (FIS)* dated September 28, 2018 with accompanying maps and other supporting data that are hereby adopted by reference and declared to be a part of this ordinance.~~

These regulations shall apply to all areas of special flood hazard within the jurisdiction of unincorporated Lancaster County as identified by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS). The FEMA FIRM map panels in the Wateree watershed have been revised to be effective September 28, 2018. The revised FEMA FIRM panels are numbered: 45057C0350E, 45057C0375E, 45057C400E, 45057C460E, 45057C500E, 45057C0525E. The balance of the FEMA FIRM panels in unincorporated Lancaster County serving the Lower Catawba watershed were effective 6/16/2011. The panels referenced and the revised FIS were adopted by reference and declared to be a part of Ordinance 2018-1527.

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	Passed 7-0
Second Reading:	August 13, 2018	
Third Reading:	August 27, 2018	(Tentative)

AN ORDINANCE

TO AMEND CHAPTER 5, USE REGULATIONS, SECTION 5.11.5, WIRELESS COMMUNICATIONS FACILITY, SUBSECTION E.2. AND SUBSECTION N. 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:

- A. 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.”**

B. Section 5.11.5. Subsection N. shall be deleted in its entirety and substituted therefore shall be the following:

“Required Permits: A building permit, a zoning permit and a planning review permit are required. 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 or easement area and a lease agreement or deed or easement. These documents subsequently must be recorded with the Lancaster County Register of Deeds.”

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	Passed 7-0
Second Reading:	August 13, 2018	
Third Reading:	August 27, 2018	(Tentative)

Agenda Item Summary

Ordinance # 2018-1532 / RZ-018-026

Contact Person: Tina Young

Department: Planning

Date Requested to be on Agenda: August 13th, 2018

Issue for Consideration:

This is an application submitted by Lancaster County to rezone a \pm 8.77 acre tract of property from MX, Mixed-Use District to GB, General Business District. The property is located on Charlotte Highway \pm 500 feet north of Shelley Mullis Road, Indian Land, SC 29707 (TMS# 0013-00-048.03).

Points to Consider:

The property is currently vacant. Immediately adjacent properties are zoned INS, Institutional District, GB, General Business District, and PDD, Planned Development District. The property is currently zoned MX, Mixed-Use District and does not meet the minimum standards to be developed, which is 25 acres. This property was 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, this property is non-conforming and does not meet the minimum required acreage.

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 GB, General Business District it will return to the original zoning designation of Commercial and become conforming.

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 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
COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1532

AN ORDINANCE

**TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE
A ± 8.77 ACRE TRACT OF PROPERTY OWNED BY BLUE JAY INVESTMENTS LP,
LOCATED ON CHARLOTTE HIGHWAY ± 500 FEET NORTH OF SHELLEY MULLIS ROAD
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 on Charlotte Highway ± 500 feet north of Shelley Mullis Road from MX, Mixed-Use District to GB, General Business District.

(b) On July 17th, 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 property as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-048.03

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:	August 13, 2018	
Second Reading:	August 27, 2018	(Tentative)
Third Reading:	September 10, 2018	(Tentative)

Date of 1st Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

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



Case No. RZ-018-026
Staff Report to Planning Commission
Meeting Date: July 17th, 2018

Proposal: This is the rezoning application of Lancaster County to rezone a \pm 8.77 acre tract of property from MX, Mixed-Use District to GB, General Business District.

Property Location: On Charlotte Highway \pm 500 feet north of Shelley Mullis Road, Indian Land, SC 29707 (TMS# 0013-00-048.03)

Zoning District Classification: Mixed-Use District

Voting District: District 7, Brian Carnes

Site Information

Site Description: The property is currently vacant.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are zoned INS, Institutional District, GB, General Business District, and PDD, Planned Development District.

Exhibits

1. Location & Zoning Map

Findings and Conclusions

The facts and findings of this report show that this property is currently zoned MX, Mixed-Use District and does not meet the minimum standards to be developed, which is 25 acres. This property was 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, this property is non-conforming and does not meet the minimum required acreage. The property that is subject to this rezoning was 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 it 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 \pm 8.77 acres of property located on Charlotte Highway \pm 500 feet north of Shelley Mullis Road, Indian Land, SC 29707 be **APPROVED**.

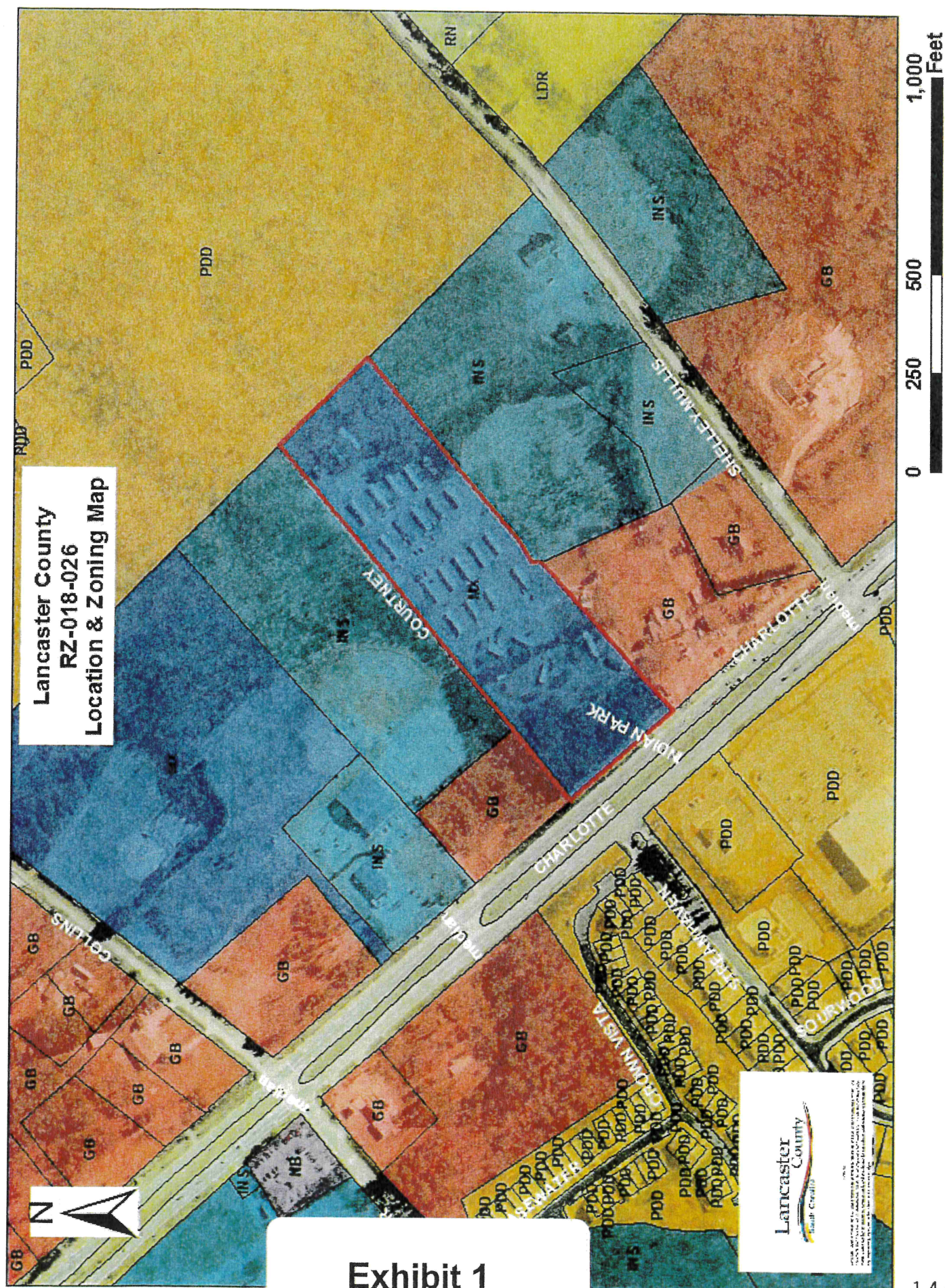
Date of 1st Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

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

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 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.



Agenda Item Summary

Ordinance # 2018-1533 / RZ-018-027

Contact Person: Tina Young

Department: Planning

Date Requested to be on Agenda: August 13th, 2018

Issue for Consideration:

This is the rezoning application of Salem Builders to rezone a \pm 2.2 acre tract of property from RR, Rural Residential District to INS, Institutional District. The owner of the property, Liberty Freewill Baptist Church, proposes to build a new family life center on the property. The property is located at 3026 Camp Creek Road, Lancaster, SC 29720 (TMS# 0060-00-034.01).

Points to Consider:

The property is currently vacant. Immediately adjacent properties are zoned RR, Rural Residential District, INS, Institutional District, GB, General Business District, and LDR, Low Density Residential 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 based on the *Lancaster County Comprehensive Plan 2014-2024*. Based on the current zoning, the Institutional District would be complementary to the zoning in this area and would be located adjacent to the Church that is already zoned Institutional.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request by Salem Builders on behalf of Liberty Freewill Baptist Church for the \pm 2.2 acres of property be approved.

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **APPROVE** the rezoning application of Salem Builders 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. 2018-1533

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 2.2 ACRE TRACT OF PROPERTY OWNED BY LIBERTY FREEWILL BAPTIST CHURCH, LOCATED AT 3026 CAMP CREEK ROAD FROM RR, RURAL RESIDENTIAL DISTRICT TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Salem Builders applied to rezone property located at 3026 Camp Creek Road from RR, Rural Residential District to INS, Institutional District.

(b) On July 17th, 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 INS, Institutional District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0060-00-034.01

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	August 13, 2018	
Second Reading:	August 27, 2018	(Tentative)
Third Reading:	September 10, 2018	(Tentative)

Date of 1st Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

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



Case No. RZ-018-027
Staff Report to Planning Commission
Meeting Date: July 17th, 2018

Proposal: This is the rezoning application of Salem Builders to rezone a \pm 2.2 acre tract of property from RR, Rural Residential District to INS, Institutional District. The owner of the property, Liberty Freewill Baptist Church, proposes to build a new family life center on the property.

Property Location: 3026 Camp Creek Road, Lancaster, SC 29720 (TMS# 0060-00-034.01)

Zoning District Classification: Rural Residential District

Voting District: District 3, Billy Mosteller

Site Information

Site Description: The property is currently vacant.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are zoned RR, Rural Residential District, INS, Institutional District, GB, General Business District, and LDR, Low Density Residential District.

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 based on the *Lancaster County Comprehensive Plan 2014-2024*. Based on the current zoning, the Institutional District would be complementary to the zoning in this area and would be located adjacent to the Church that is already zoned Institutional.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Salem Builders on behalf of Liberty Freewill Baptist Church for the \pm 2.2 acres of property located at 3026 Camp Creek Road, Lancaster, SC 29720 be **APPROVED**.

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **APPROVE** the rezoning application of Salem Builders by a vote of (7-0). At the above referenced meeting, no one signed up to speak on this case.

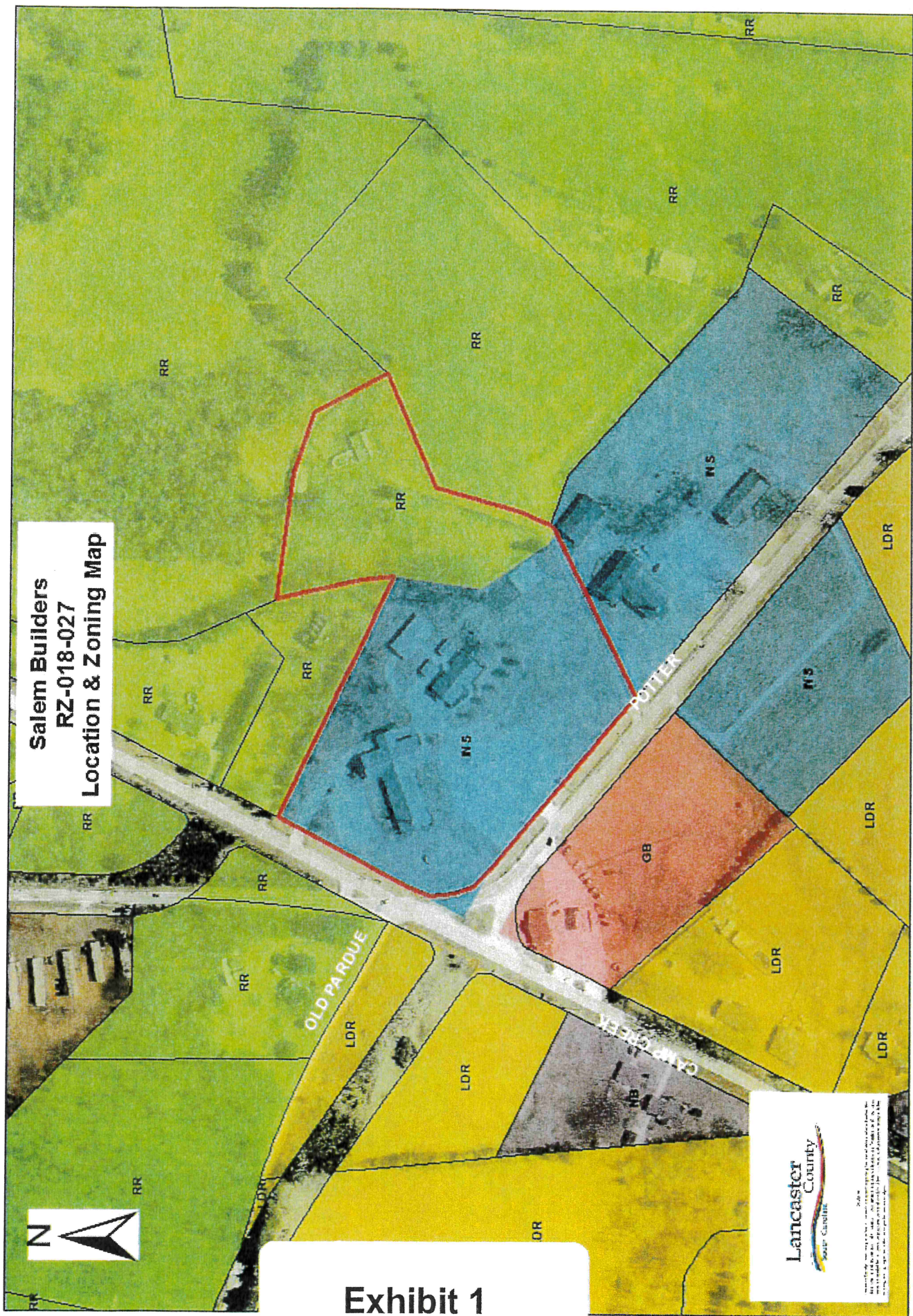


Exhibit 1

Agenda Item Summary

Ordinance # 2018-1534 / RZ-018-030

Contact Person: Tina Young

Department: Planning

Date Requested to be on Agenda: August 13th, 2018

Issue for Consideration:

This is the rezoning application of Daniel and Christina Stalnaker to rezone a \pm 2.93 acre tract of property from NB, Neighborhood Business District to LDR, Low Density Residential District. The applicants would like to build their home on the property. The property is located \pm 2,600 feet southwest of the intersection of Highway 521 Bypass South and Twilight Road in Lancaster County, SC 29720 (TMS# 0081N-0A-012.00).

Points to Consider:

The subject property is wooded and vacant and is surrounded by vacant land on most sides. Directly across the street is J & S, a ready-mix concrete supplier. Immediately adjacent properties are zoned NB, Neighborhood Business District, GB, General Business District, and LI, Light Industrial District. There are also approximately six properties that are zoned LDR, Low Density Residential District in the area.

The facts and findings of this report show that the property is designated as NB, Neighborhood Business District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Urban, based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban is a community type that is described as a walkable neighborhood with additional intensity that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*.

As stated above, there are at least six properties in the area that are zoned LDR, Low Density Residential District. However, based on the current zoning, the property does not have any directly adjacent parcels with residential zoning designations. The majority of this area is zoned for commercial uses and rezoning this parcel to LDR, Low Density Residential District would not be a compatible use for the area.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request be denied. This is due to the fact that the property does not have any directly adjacent parcels with residential zoning designations.

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **APPROVE** the rezoning application of Daniel and Christina Stalnaker by a vote of **(7-0)**. At the above referenced meeting, a representative from J & S Concrete signed up to speak on this case. He stated that he was not against the rezoning, but just wanted to let the applicants know that the concrete plant may be expanding.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1534

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A ± 2.93 ACRE TRACT OF PROPERTY OWNED BY DANIEL AND CHRISTINA STALNAKER, LOCATED ± 2,600 FEET SOUTHWEST OF THE INTERSECTION OF HIGHWAY 521 BYPASS SOUTH AND TWILIGHT ROAD FROM NB, NEIGHBORHOOD BUSINESS DISTRICT TO LDR, LOW DENSITY RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Daniel and Christina Stalnaker applied to rezone property located ± 2,600 feet southwest of the intersection of Highway 521 Bypass South and Twilight Road from NB, Neighborhood Business District to LDR, Low Density Residential District.

(b) On July 17th, 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 NB, Neighborhood Business District to LDR, Low Density Residential District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0081N-0A-012.00

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:	August 13, 2018	
Second Reading:	August 27, 2018	(Tentative)
Third Reading:	September 10, 2018	(Tentative)

Date of 1st Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

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



Case No. RZ-018-030
Staff Report to Planning Commission
Meeting Date: July 17th, 2018

Proposal: This is the rezoning application of Daniel and Christina Stalnaker to rezone a \pm 2.93 acre tract of property from NB, Neighborhood Business District to LDR, Low Density Residential District. The applicants would like to build their home on the property.

Property Location: The property is located \pm 2,600 feet southwest of the intersection of Highway 521 Bypass South and Twilight Road in Lancaster County, SC 29720 (TMS# 0081N-0A-012.00).

Zoning District Classification: Neighborhood Business District

Voting District: District 5, Steve Harper

Site Information

Site Description: The property is wooded and vacant.

Vicinity Data

Surrounding Conditions: The property is surrounded by vacant land on most sides. Directly across the street is J & S, a ready-mix concrete supplier. Immediately adjacent properties are zoned NB, Neighborhood Business District, GB, General Business District, and LI, Light Industrial District. There are also approximately six properties that are zoned LDR, Low Density Residential District in the area.

Exhibits

1. Location & Zoning Map

Findings and Conclusions

The facts and findings of this report show that the property is designated as NB, Neighborhood Business District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Urban, based on the *Lancaster County Comprehensive Plan 2014-2024*. Urban is a community type that is described as a walkable neighborhood with additional intensity that includes a mix of uses. This is defined by the *Lancaster County Comprehensive Plan 2014-2024*.

As stated above, there are at least six properties in the area that are zoned LDR, Low Density Residential District. However, based on the current zoning, the property does not have any directly adjacent parcels with residential zoning designations. The majority of this area is zoned for commercial uses and rezoning this parcel to LDR, Low Density Residential District would not be a compatible use for the area.

Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request by Daniel and Christina Stalnaker for the \pm 2.93 acres of property located on Highway 521 Bypass South be denied.

Date of 1st Reading: August 13th, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27th, 2018
__ Approved __ Denied __ No Action

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

Planning Commission Meeting Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **APPROVE** the rezoning application of Daniel and Christina Stalnaker by a vote of **(7-0)**. At the above referenced meeting, a representative from J & S Concrete signed up to speak on this case. He stated that he was not against the rezoning, but just wanted to let the applicants know that the concrete plant may be expanding.

Daniel & Christina Stalnaker
RZ-018-030
Location & Zoning Map

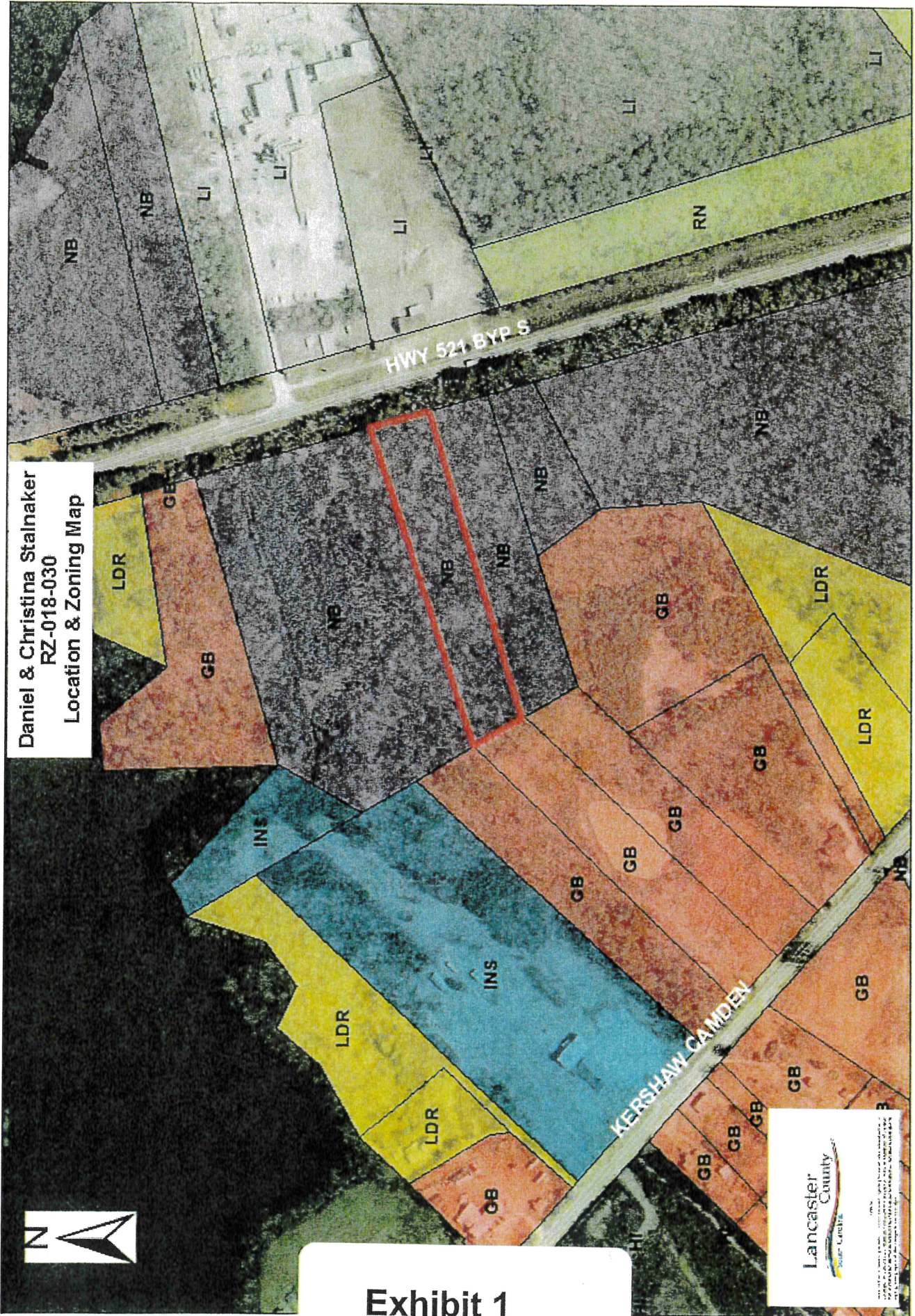


Exhibit 1

Agenda Item Summary

Ordinance # 2018-1535

Contact Person: Penelope G. Karagounis, Planning Director

Date Requested to be on Agenda: August 13, 2018

Issue for Consideration:

Application of Lancaster County (UDO-TA-018-011), to amend the Chapter 5, Use Regulations, Section 5.12.4 Temporary Uses with Specific Requirements, Subsection E., Temporary Relocation Mobile Homes for Displaced Residents and Subsection F., Temporary Recreational Vehicle or Travel Trailer, #2. The purpose of the text amendment is to allow the option of a recreational vehicle as a temporary use for displaced residents due to a catastrophic natural or manmade disaster. Also, a waiver could be granted by the County Administrator for the active building permit for the principal building on the property due to issues not obtaining the proper paperwork from the insurance to be able to submit and obtain a building permit.

Points to Consider:

At the Lancaster County Council Infrastructure and Regulation (I and R) Committee meeting on May 22, 2018, the issue about providing waivers for temporary recreational vehicles due to a natural disaster was discussed. The committee recommended that the Planning Department submit a text amendment so the County Administrator be authorized to grant temporary waivers on a case by case basis. This waiver is for emergency situations where the individual is sorting out the issues with their insurance agency due to the natural loss of their home. The individual can ask a waiver to place a temporary recreational vehicle without having an active building permit.

The text amendment modifies Section 5.12.4 Temporary Uses with Specific Requirements, Subsection E. Temporary Relocation Mobile Homes for Displaced Residents by changing the heading to Temporary Relocation Housing and modifying the language to allow temporary relocation housing in a mobile home or recreational vehicle.

The text amendment amends Section 5.12.4 Temporary Uses with Specific Requirements, Subsection F. Temporary Recreational Vehicle or Travel Trailer, #2 in allowing a waiver for the active building permit for the principal building due to issues with insurance not being resolved prior to obtaining a building permit.

Funding and Liability Factors: N/A

Council Options: To approve or deny the text amendment

Recommendation:

At the Lancaster County Planning Commission meeting on July 17, 2018, the Planning Commission recommended to approve the text amendment by a vote of (7-0). No one signed up to speak at the public hearing.

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2018-1535

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND TWO SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE, SECTION 5.12.4, SUBSECTION E [TEMPORARY RELOCATION MOBILE HOMES FOR DISPLACED RESIDENTS] AND SECTION 5.12.4, SUBSECTION F.2., [TEMPORARY RECREATIONAL VEHICLE OR TRAVEL TRAILER] SO AS TO BROADEN AND CLARIFY THE CONDITIONS FOR THE USE OF SUCH TEMPORARY HOUSING.

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. Portions of Section 5.12.4.E hereby are deleted and henceforth the revised Section 5.12.4.E shall read as follows:

Temporary Relocation Housing: Residents displaced as a result of a natural or manmade disaster, or a publicly sponsored redevelopment project in a

neighborhood or area, shall be allowed temporary relocation housing in a mobile home or recreational vehicle provided they meet the following requirements:

1. May occupy designated disaster areas or redevelopment project areas only. Mobile homes shall only be allowed to occupy redevelopment project areas.
2. Shall be permitted for not more than two (2) years.
3. Shall be properly installed according to state requirements and connected with public utilities as set forth in Lancaster County ordinances.
4. Shall be located at least thirty (30) feet from one another or other structures.
5. Shall be accessible to public service and emergency vehicles as determined and approved by the Administrator.
6. Adequate provision shall be made for parking and waste management in compliance with County ordinances and policies.

B. Section 5.12.4.F.2. is deleted in its entirety and henceforth shall be substituted to read as follows:

2. An active building permit for the principal building on the property is a prerequisite for a permit to conduct the temporary use. A waiver may be granted by the County Administrator for the active building permit due to issues with insurance not being resolved before pursuing the active building permit for the principal building. Progress towards completion of the project is essential in order to continue to hold this permit, and lack thereof over a period of three months or more shall be sufficient grounds for revocation of this temporary use permit.

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: August 13, 2018
Second Reading: August 27, 2018 (Tentative)
Third Reading: September 10, 2018 (Tentative)

Proposal:

Application of Lancaster County (UDO-TA-018-011), to amend the Chapter 5, Use Regulations, Section 5.12.4 Temporary Uses with Specific Requirements, Subsection E., Temporary Relocation Mobile Homes for Displaced Residents and Subsection F., Temporary Recreational Vehicle or Travel Trailer, #2. The purpose of the text amendment is to allow the option of a recreational vehicle as a temporary use for displaced residents due to a catastrophic natural or manmade disaster. Also, a waiver could be granted by the County Administrator for the active building permit for the principal building on the property due to issues not obtaining the proper paperwork from the insurance to be able to submit and obtain a building permit.

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

Exhibits

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

Findings and Conclusions

At the Lancaster County Council Infrastructure and Regulation (I and R) Committee meeting on May 22, 2018, the issue about providing waivers for temporary recreational vehicles due to a natural disaster was discussed. The committee recommended that the Planning Department submit a text amendment so the County Administrator be authorized to grant temporary waivers on a case by case basis. This waiver is for emergency situations where the individual is sorting out the issues with their insurance agency due to the natural loss of their home. The individual can ask a waiver to place a temporary recreational vehicle without having an active building permit.

The text amendment modifies Section 5.12.4 Temporary Uses with Specific Requirements, Subsection E. Temporary Relocation Mobile Homes for Displaced Residents by changing the heading to Temporary Relocation Housing and modifying the language to allow temporary relocation housing in a mobile home or recreational vehicle.

The text amendment amends Section 5.12.4 Temporary Uses with Specific Requirements, Subsection F. Temporary Recreational Vehicle or Travel Trailer, #2 in allowing a waiver for the active building permit for the principal building due to issues with insurance not being resolved prior to obtaining a building permit.

Planning Staff Recommendation

The Planning staff recommends approving the text amendment to modify the language in Chapter 5, Use Regulations, Section 5.12.4 Temporary Uses with Specific Requirements Subsection E., Temporary Relocation Mobile Homes for Displaced Residents and Subsection F., Temporary Recreational Vehicle or Travel Trailer, #2.

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 Chapter 5, Use Regulations, Section
Current Text See Attachment 5.12.4 Temporary User with Specific
Requirements, Subsection E, Temporary Relocation
Mobile Home for Displaced Residents of Subsection F,
Temporary Recreational Vehicle or Travel
Trailer, # 2.

Proposed Text See attachment.

Description of Need for Proposed Text

To allow the option of a Recreational
Vehicle as a temporary use for displaced
residents due to a catastrophic natural
or manmade disaster. Also to provide waiver
by the County Administrator for the active building
permit for the principal building on the property
is a prerequisite for a permit to conduct this for
a temporary use.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County
Address 101 N. Main St.
City Lancaster State SC Zip 29720 Phone 803-285-6005
Fax _____ Email planning@lanastercountysc.net
swillis@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.

Applicant

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-TA-018-011 Date Received 6-14-18 Receipt Number

Amount Paid Fee Waived Check Number Cash Amount

Received By JB Planning Commission Meeting Date 7-17-18

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.

4. Permanent accessory structures shall be limited to office and bathroom facilities.
5. No structures of any type shall be located closer than the established setbacks for the district.
6. No vehicles shall be parked closer than 5 feet to any adjoining property line.
7. There is no minimum parking requirement, but adequate turf or surfaced parking must be provided on-site, except in the IMX district.
8. Outdoor trash and recycling facilities shall be provided as otherwise required by the ordinance.
9. The site shall be maintained in a clean and orderly fashion at all times. Dumpsters and other waste containers must be emptied when full, during operating hours, and at least once a week.
10. No overnight camping shall be permitted on the flea market site.
11. An annual temporary use permit is required.

D. Temporary Real Estate Office

1. A construction trailer, temporary modular unit, or model dwelling unit may be used as a real estate sales office in a new residential development of 20 or more units or lots in a residential subdivision.
2. Temporary real estate offices in a construction trailer, temporary modular unit, or model dwelling unit shall be allowed in any new construction project in any district, provided that such structure shall be used for the sale of units within that project only.
3. Only one such temporary structure per builder or developer shall be allowed for use as a real estate sales office.
4. Temporary real estate offices in construction trailers or temporary modular units may remain on the site for no more than one year or until 80 percent of the units for the project are completed, whichever occurs first.

E. ~~Temporary Relocation Mobile Homes for Displaced Residents~~ Temporary Relocation Housing:
Residents displaced as a result of a natural or manmade disaster, or a publicly-sponsored redevelopment project in a neighborhood or area, shall be allowed temporary relocation housing in a mobile home or recreational vehicle provided they meet the following requirements:

4. ~~Temporary mobile homes~~ May occupy designated disaster areas or redevelopment project areas only. Mobile homes shall only be allowed to occupy redevelopment project areas as designated by County Council, following an advertised public hearing.
2. ~~The mobile homes~~ Shall be permitted for not more than 2 years.
3. ~~The mobile homes~~ Shall be properly installed according to state requirements and connected with public utilities as set forth in Lancaster County ordinances.
4. ~~The mobile homes~~ Shall be located at least 30 feet from one another or other structures.
5. ~~Each mobile home unit~~ Shall be accessible to public service and emergency vehicles as determined and approved by the Administrator.
6. Adequate provision shall be made for parking and waste management in compliance with County ordinances and policies.

F. Temporary Recreational Vehicle or Travel Trailer

1. This use is for a single temporary recreational vehicle or travel trailer (RV) located on a residential site during construction/rehabilitation of the principal building when occupied by owners of the site. This is an administratively-issued Temporary Use Permit.
2. An active building permit for the principal building on the property is a prerequisite for a permit to conduct this temporary use. *A waiver may be granted by the County Administrator for the active building permit due to issues with insurance not being resolved before pursuing the active building permit for the principal building.* Progress towards completion of the project is essential in order to continue to hold this permit, and lack thereof over a period of 3 months or more shall be sufficient grounds for revocation of this temporary use permit.
3. The RV may be used for dwelling purposes including, but not limited to, sleeping and major cooking activities.
4. The initial permit shall cover one year (unless revoked for reasons stated above). A one-year extension may be authorized by the Administrator when circumstances merit same.
5. The RV shall be located completely on private property and shall not impede access by emergency vehicles to the property or any adjoining properties.
6. The RV shall be occupied by the owner of record of the property on which it is located.
7. Use of public utilities and disposal of waste generated by the RV shall comply with all applicable County ordinances and policies.

5.12.5 TEMPORARY USES NOT LISTED

If a Temporary Use Permit is sought for a use other than a specific use listed in the table above, the Administrator shall have the authority to determine which of the use categories above most closely resembles the use or activity in question. In the event that a particular use is not listed, and such use is not listed as a prohibited use and is not otherwise prohibited by law, the Administrator shall determine whether a materially similar use exists in this section. If the Administrator determines that a materially similar use does exist, the regulations governing the similar use shall apply to the particular use not listed. The Administrator's decision shall be recorded in writing. Should the Administrator determine that a materially similar use does not exist, this section may be amended to establish a specific listing for the use in question through the text amendment process established in Chapter 9.

Agenda Item Summary

Ordinance # / Resolution# 2018-1536 (RZ-018-025)

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 8/13/18

Issue for Consideration:

Rezoning application of Mr. Robert H. Mobley Jr. to rezone \pm 5.36 acres of property from RN, Rural Neighborhood District to LI, Light Industrial District. The applicant wishes to rezone the property to the same zoning classification as the adjacent parcel he owns. The purpose of this rezoning is to market both properties as the same zoning classification.

Points to Consider:

Adjacent properties to the north and east, are zoned LI, Light Industrial District. Adjacent parcels to the south are zoned RN, Rural Neighborhood District. Adjacent parcels to the west are zoned NB, Neighborhood Business District.

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. However, this area will need to be added to the updated Future Land Use Map based on the amount of existing industrial zoned properties. Based on the current zoning, the LI, Light Industrial District would be complementary and consistent to the adjacent northern and eastern properties. In addition, the applicant owns both parcels and at one time were combined as one parcel with the same zoning classification.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **approve** the rezoning application of Mr. Robert Mobley Jr. by a vote of (7-0). No citizens signed up to speak on this rezoning case.

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

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2018-1536

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF LORRAINE T. HARPER, LOCATED ± 3,000 FEET SOUTHEAST OF THE INTERSECTION OF HIGHWAY 521 BYPASS SOUTH AND TWILIGHT ROAD FROM RN, RURAL NEIGHBORHOOD DISTRICT TO LI, LIGHT INDUSTRIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Mr. Robert H. Mobley, Jr. applied to rezone property located ± 3,000 feet southeast of the intersection of Highway 521 Bypass South and Twilight Road from RN, Rural Neighborhood District, to LI, Light Industrial District.

(b) On July 17, 2018, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

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

Tax Map No. 0081-00-047.00

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:	August 13, 2018	
Second Reading:	August 27, 2018	(Tentative)
Third Reading:	September 10, 2018	(Tentative)

Date of 1st Reading: August 13, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27, 2018
__ Approved __ Denied __ No Action

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



Case No. RZ-018-025
Staff Report to Planning Commission
Meeting Date: July 17th, 2018

Proposal: Rezoning application of Mr. Robert H. Mobley Jr. to rezone \pm 5.36 acres of property from RN, Rural Neighborhood District to LI, Light Industrial District. The applicant wishes to rezone the property to the same zoning classification as the adjacent parcel he owns. The purpose of this rezoning is to market both properties as the same zoning classification.

Property Location: \pm 3,000 feet southeast of the intersection of Highway 521 Bypass South and Twilight Road (Tax Map 81, Parcel 47.00).

Zoning District Classification: Rural Neighborhood District (RN)

Voting District: District 5, Steve Harper

Site Information

Site Description: The property is currently crop and timber.

Vicinity Data

Surrounding Conditions:

Adjacent properties to the north and east, are zoned LI, Light Industrial District. Adjacent parcels to the south are zoned RN, Rural Neighborhood District. Adjacent parcels to the west are zoned NB, Neighborhood Business District.

Exhibits

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

Findings and Conclusions

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as Urban based on the *Lancaster County Comprehensive Plan 2014-2024*. However, this area will need to be added to the updated Future Land Use Map based on the amount of existing industrial zoned properties. Based on the current zoning, the LI, Light Industrial District would be complementary and consistent to the adjacent northern and eastern properties. In addition, the applicant owns both parcels and at one time were combined as one parcel with the same zoning classification.

Date of 1st Reading: August 13, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: August 27, 2018
__ Approved __ Denied __ No Action

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

Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request by Mr. Robert H. Mobley Jr. for the property located \pm 3,000 feet southeast of the intersection of Highway 521 Bypass South and Twilight Road be **Approved**.

Recommendation from Planning Commission Meeting

At the Lancaster County Planning Commission meeting on Tuesday, July 17th, 2018 the Commission voted to **approve** the rezoning application of Mr. Robert Mobley Jr. by a vote of (7-0). No citizens signed up to speak on this rezoning case.

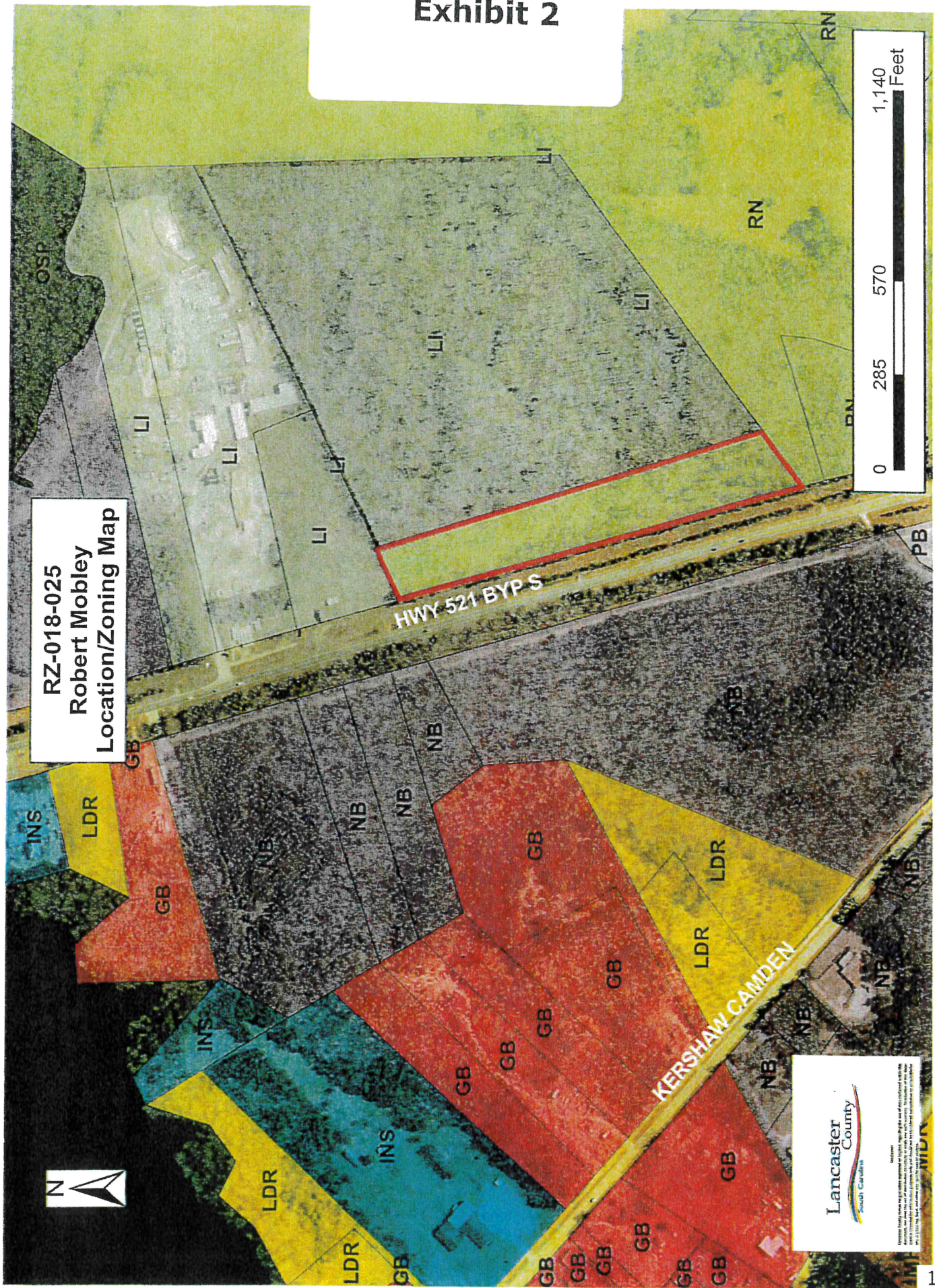
Exhibit 2

RZ-018-025
Robert Mobley
Location/Zoning Map



Lancaster
County
SOUTH CAROLINA

Reproduction of this map by any means, in any form, without the express written permission of Lancaster County, South Carolina, is prohibited. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map. The County is not responsible for any claims, including consequential claims, arising from the use of this map. The County is not responsible for any losses, including consequential losses, arising from the use of this map. The County is not responsible for any injuries, including consequential injuries, arising from the use of this map. The County is not responsible for any deaths, including consequential deaths, arising from the use of this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map. The County is not responsible for any claims, including consequential claims, arising from the use of this map. The County is not responsible for any losses, including consequential losses, arising from the use of this map. The County is not responsible for any injuries, including consequential injuries, arising from the use of this map. The County is not responsible for any deaths, including consequential deaths, arising from the use of this map.



Agenda Item Summary

Ordinance # / Resolution#:	Appointment
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	August 13, 2018

Issue for Consideration:

Appointment to the Board of Directors to the Catawba Regional Council of Governments.

Points to Consider:

I was notified by Randy Imler that Council needs to consider the appointment for a City of Lancaster member for a vacancy on the COG Board of Directors. Council must formally appoint all members from Lancaster County, even those representing a municipality.

Flip Hutfles notified me that the City of Lancaster desires to appoint Mayor Alston DeVenny to replace the late Mayor John Howard as their COG Board member.

Funding and Liability Factors:

N/A

Council Options:

To confirm the request from the City of Lancaster by appointing Mayor DeVenny to replace Mayor Howard or to request another recommendation.

Staff Recommendation:

Confirm the request and make the appointment.

Committee Recommendation:

N/A as this is an appointment.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	August 13, 2018

Issue for Consideration:

Review of the Impact Fee study by the Catawba Regional Council of Governments.

Points to Consider:

Council previously heard the report by Robby Moody of the COG. This issue was not deemed a priority and was deferred until this fall. I would like to make sure that Council has a refresher on the study.

At this point I am simply looking for an indication that Council would like to pursue further consideration or table the concept. We would need to update the CIP (Capital Improvement) information if Council desires to proceed.

If Council desires to proceed we would update the study and prepare required ordinances to consider the concept. As originally discussed the Impact Fee would only be imposed in the panhandle area. That means the proceeds may only be spent in the panhandle area. We may not use any of the funds outside the panhandle area where the fee is imposed.

Service areas would include Library (charged to new residences only), Parks and Recreation, (charged to new residences only), Fire Rescue (charged to all new structures within the panhandle), and EMS (charged to all new structures within the panhandle).

Funding and Liability Factors:

Council would have to determine the percentage rate to be charged as part of an enacting ordinance.

Funds may be used for capital expenses only. Funding may not be used for operational expenses such as personnel.

Council Options:

At this point to proceed with updating the study in anticipation of considering an enacting ordinance or table the concept.

Staff Recommendation:

Update the study in order to allow Council to determine if you wish to enact this fee.

Committee Recommendation:

At the April Administration Committee this was recommended to go to full Council as information.



Indian Land/Van Wyck Impact Fee Study

August 2017

Prepared by:



www.catawbacog.org

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OVERVIEW

The adoption of a Capital Improvements Program (CIP) is a statutory prerequisite to the imposition of impact fees. The CIP 2017-2026 prepared by Catawba Regional Council of Governments (CRCOG) and adopted by the Lancaster Council on June 26, 2017 is the companion report to this study and meets the requirements as stated in the South Carolina Development Impact Fee Act, SC Code of Laws Chapter 1, Article 9.

An impact fee system may be a useful tool for Lancaster County; however, impact fees have some limitations including:

- Can only be used to offset the proportion of capital expenses that may be attributed to a new development.
- May not be used to meet existing capital deficiencies.
- Capital equipment and vehicles must have an individual unit purchase price of at least \$100,000.
- Must be expended within five years of receipt or the County must return the funds to the developer who paid them.

This study contains analyses of the total capacity, the level of current usage and commitments of usage of capacity of existing public facilities. Robby Moody, AICP, Senior Planner, Catawba Regional Council of Governments prepared these analyses in consultation with responsible officials of Lancaster County and using generally accepted principles and professional standards. The geographic area for this study is the Indian Land/Van Wyck portion of Lancaster County and is further defined as census tracts 112.01 and 112.02.

POPULATION TRENDS

The population of Lancaster County has grown significantly over the last decade primarily due to rapid development of the Indian Land/Van Wyck community. The US Census Bureau reported the population as 7,059 in 2000 and 19,729 in 2010 for a ten-year growth rate of 179.5%. Lancaster County as a whole grew to 76,652 residents or 24.9% during the decade of the 2000s. American Community Survey (ACS) data estimates for 2014 show continued population growth for Indian Land/Van Wyck to 21,810 residents; a 10.5% increase from 2010.

This accelerated rate of growth for Indian Land/Van Wyck reflects its premier location in the county and proximity to the Charlotte metropolitan area. Table 1 provides a summary of the population trend in Indian Land/Van Wyck and Lancaster County.

Table 1 - Population 2000-2014

Locality	2000 US Census	2010 US Census	2014 ACS Estimate	% change 2000-10	% change 2000-14
Lancaster Co.	61,351	76,652	79,515	24.9%	29.6%
Indian Land/Van Wyck	7,059	19,729	21,810	179.5%	209.0%

Source: US Census Bureau

Figure 1 shows the location of the Indian Land/Van Wyck study area in relation to Lancaster County and surrounding counties in the region.



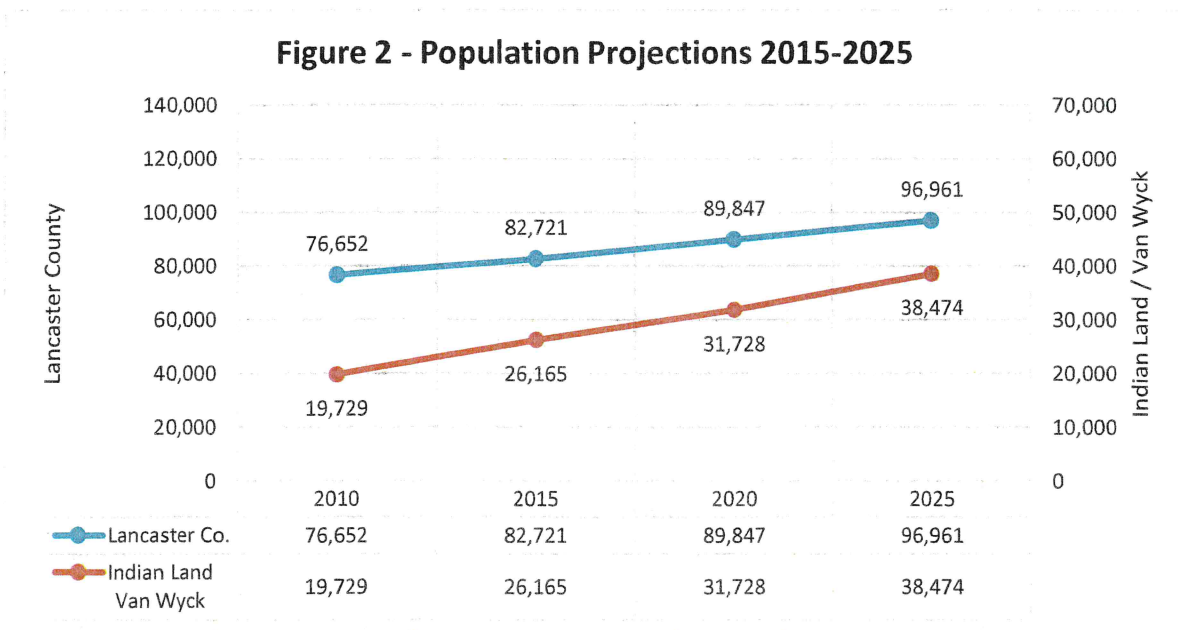
Figure 1 – Indian Land/Van Wyck Study Area

POPULATION PROJECTIONS

While population estimates are prepared annually by the American Community Survey, reliable population projections are not as readily available. *CONNECT: Our Future*, a recent bi-state regional planning effort, set population and employment benchmarks for 2050. Based on this data Lancaster County is projected to have 119,800 residents and 32,400 employees. Esri's *Business Analyst* produced estimates and projections for Indian Land/Van Wyck and Lancaster County for 2015 and 2020.

Using these sources projections have been devised for the population of Indian Land/Van Wyck over the next ten years. These types of projections necessarily involve a level of speculation, because future growth rates could change dramatically from recent trends based on economic forces or policy modifications. However, in order to plan for the future, some projections of population need to be made.

Figure 2 – Population Projections 2015-2025 provides a summary of population projections that show marked growth in both the County (96,961) and Indian Land/Van Wyck (38,474) to 2025. These projections assume that the rate of development will continue on average at 3% per year within Indian Land/Van Wyck.



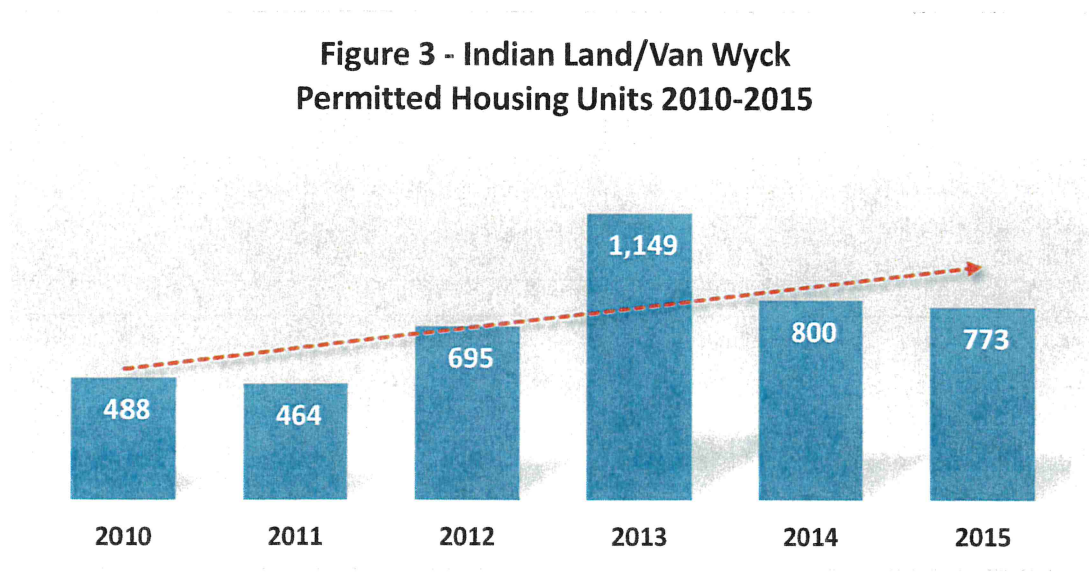
Sources: US Census Bureau, 2010, Table DP01; Esri Business Analyst 2015 & 2020 with computations by CRCOG

PROJECTED LAND USE, GROWTH & DEVELOPMENT

Indian Land/Van Wyck is a rapidly developing community in northern Lancaster County. Its proximity and direct access via US Highway 521 to Charlotte has spurred the proliferation of single-family subdivisions and strip commercial developments along this corridor. Residential is the predominant land use in Indian Land/Van Wyck, with single-family housing out-pacing multi-family at a rate of almost 12:1.

Catawba Regional COG produces a report for its four-county region (Chester, Lancaster, Union and York) that examines building permit activity. This data provides valuable information and can be assigned to individual census tracts to help identify trends and prepare projections for future development. In the case of this study, Census Tracts 112.01 and 112.02 encompass the Indian Land/Van Wyck study area.

Figure 3 depicts residential building permit activity from 2010 to 2015 in the study area. It is apparent construction activity accelerated in the post-recession years with a peak in 2013. The trend line has been positive and promises to continue based on the inventory of approved developments.



Source: Catawba Regional COG Building Permit Database

Several residential projects are in various stages of development in the study area. Some are under construction and others have received plan level approval. This study makes the assumption that developments that have been approved, but that are awaiting building permits will be completed during the 10-year horizon of the study.

The following series of tables was created to help calculate the average number of persons per household by housing category based on American Community Survey data as reported by the US Census Bureau.

Table 2.1 – Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	8,238
Mobile Home	809
Multi-family (2 or more units)	364
Total	9,411

Source: US Census Bureau, American Community Survey, 2010-2014, Table DP04

Table 2.2 – Population in Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	19,348
Mobile Home	2,049
Multi-family (2 or more units)	408
Total	21,805

Source: US Census Bureau, American Community Survey, 2010-2014, Table B25033

Table 2.3 – Persons per Household in Occupied Housing Units

Housing Category	Units
Single-family (Attached or Detached)	2.35
Mobile Home	2.53
Multi-family (2 or more units)	1.12
Study Area Average	2.32

Sources: US Census Bureau, American Community Survey, 2010-2014, Tables DP04 & B25033 with computations by CRCOG

Indian Land/Van Wyck averages 2.32 persons per occupied housing unit. **Table 3 - Projected Housing Units & New Residents by 2025** provides a summary of future housing units and residents per housing category.

Table 3 - Projected Housing Units & New Residents by 2025

Housing Category	Approved	Permitted	Projected	Residents
Single-family (Attached or Detached)	15,250	8,890	6,360	14,937
Multi-family (2 or more units)	3,200	1,994	1,206	1,352
TOTAL	18,450	10,884	7,566	16,289

Source: Lancaster County Planning Department as of December 31, 2015

Single-family housing units are projected to make up 84.1% of new residential development in Indian Land/Van Wyck resulting in approximately 15,000 new residents. The remaining 15.9% share of the housing market will consist of multi-family units drawing almost 1,400 additional residents. These projections exceed those shown in Figure 2 which forecasts approximately 10,000 new residents in Indian Land/Van Wyck by 2025.

The pace at which developments are approved, permitted and sold is market dependent and subject to change; therefore, these projections are intended to be informational for the purposes of this study.

Using 2010 US Census data, estimates from Esri's *Business Analyst* and incorporating the data from Table 3, the resulting figures and rate of change for population and housing units are shown in **Table 4 – Projected Growth Rates for Housing & Population**. Specifically, the projected number of new housing units and residents was added to the figures for 2015 to calculate the total for 2025. Data for 2020 was produced by Esri's *Business Analyst*. The annual growth rates for housing and population show strong consistency for the 15-year period. This sustained and accelerated growth will continue to strain County resources.

Table 4 - Projected Growth Rates for Housing & Population

Year	Occupied Housing Units	% Change	Population	% Change
2010	8,008	--	19,729	--
2015	10,715	33.8%	26,165	32.6%
2020	12,997	21.3%	31,728	21.3%
2025	18,281	40.7%	42,454	33.8%

Sources: US Census Bureau 2010, Table DP04, Esri Business Analyst; CRCOG

These new homes and residents will increase the demand for all public services. In particular, demands on public safety including law enforcement, fire protection and emergency medical service and community facilities like recreation centers, parks and libraries create the need for additional facilities and equipment.

Therefore, it is prudent for local leaders to thoughtfully consider the tools available to ensure that the quality of life and existing levels of service (LOS) are not compromised for both current and future residents. To this end, there are several capital projects recommended in the Capital Improvements Program that are consistent with and supportive of the long term goals of Lancaster County.

EXISTING LEVELS OF SERVICE



The following section provides information on the current levels of service for selected capital facilities and public services for Indian Land/Van Wyck that are provided by various Lancaster County departments and agencies. In addition, projects that may be funded with impact fees are specifically listed. The Lancaster County CIP has a complete list of equipment and services for the FY2016-2025 period. Current levels of service are provided for approximately 26,165 residents and approximately 10,715 occupied housing units.

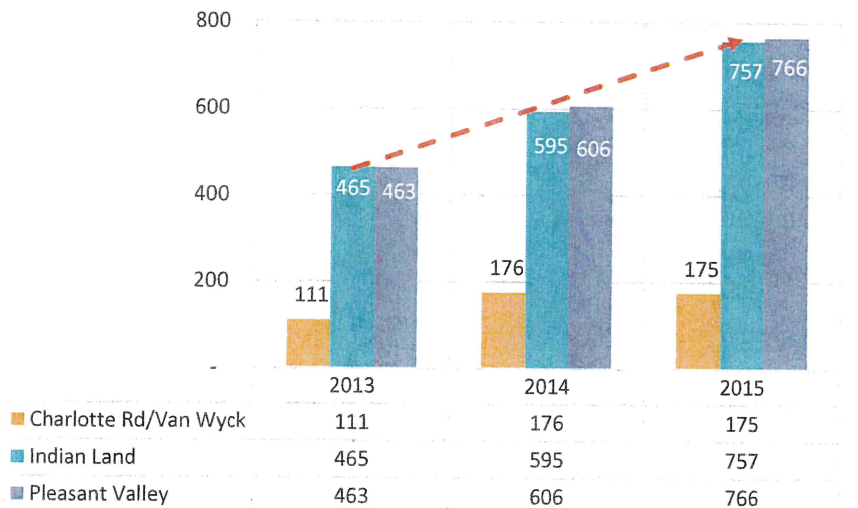
Public Safety

Fire Service

The existing level of fire protection service is based on Insurance Services Office (ISO) ratings and National Fire Protection Association standards. There are three fire districts (FD) that serve Indian Land/Van Wyck—Pleasant Valley, Indian Land and Charlotte Road/Van Wyck—see **Figure 4**.

Several factors are involved with the ISO rating including response time, fire protection equipment and personnel. The countywide level of service is ISO 6. Population and land use trends indicate accelerated growth in the ten-year planning horizon for the CIP and this study, therefore, the ISO rating may be in jeopardy. The following capital facility and equipment needs are necessary to maintain the current LOS.

Calls for Fire Service 2013-2015



Calls for fire service have increased in each of the three districts based on the data supplied by Lancaster County Fire Rescue Service and shown in the chart above. Over this three-year period Charlotte Road/Van Wyck FD saw a 57.7% increase, Indian Land FD saw a 62.8% increase and Pleasant Valley FD saw a 65.4% increase in service call volumes. New and expanded fire stations and equipment will be needed in each of the three fire districts noted above to maintain the current level of service provided.

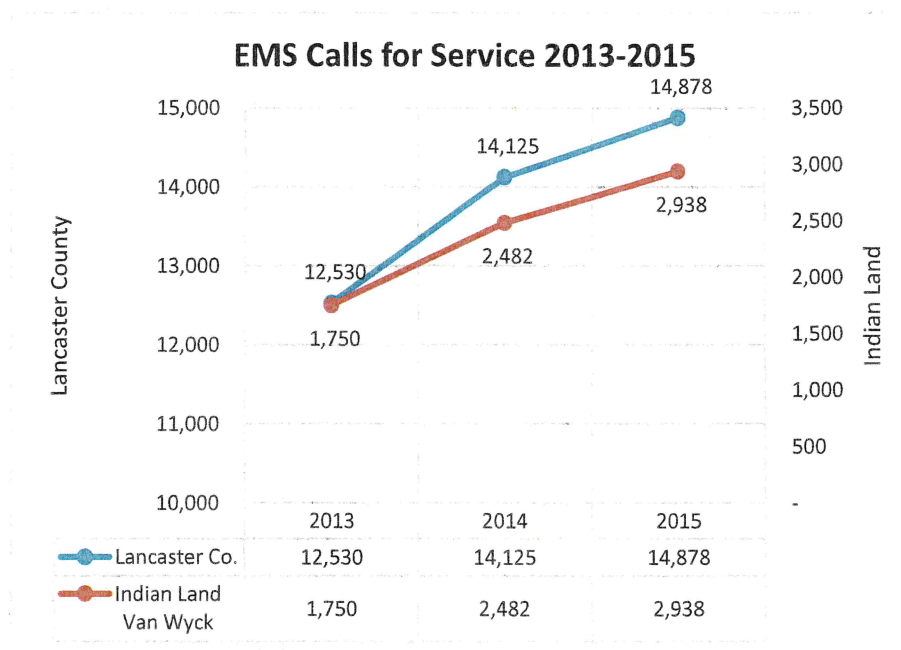
The Charlotte Road/Van Wyck FD station is a new facility that will house existing vehicles and equipment while providing room for a new engine. The Indian Land FD station is a new sub-station that will need a parcel of land (estimated 15% of the construction cost) and new vehicles/equipment. The Pleasant Valley FD station is a re-build to accommodate comprehensive plan goals and to provide expanded space for personnel, vehicles and equipment. The project cost is \$7,300,000.

Fire Department	Land	Projected Facility	Cost
Charlotte Rd/Van Wyck	\$0	\$2,000,000	\$2,000,000
Indian Land	\$300,000	\$2,000,000	\$2,300,000
Pleasant Valley	\$0	\$3,000,000	\$3,000,000
TOTAL			\$7,300,000

Emergency Medical Services (EMS)

Calls for service have increased across the board according to data supplied by Lancaster County Emergency Medical Services and shown in the chart below. The Indian Land/Van Wyck study area saw a steady increase in calls from 2013 to 2015 that resulted in a 67.9% growth rate.

The countywide level of service for ambulances is 1:10,000 population. Based on the location and capacity of existing EMS stations that serve Indian Land/Van Wyck and the projected number of new residents shown in Figure 2, EMS station 4 will need a significant expansion. Plans are under development to re-build this station to accommodate four ambulances for a net increase of three ambulances. An additional ambulance is also designated for EMS station 8 to meet growing demand. The project cost is \$1,511,000.



Projected Facility/Equipment	Cost
4 Ambulances	\$1,000,000
EMS Stations Construction / Relocation	\$511,000
TOTAL	\$1,511,000

Parks & Recreation

Lancaster County Parks & Recreation services and facilities are actively used in Indian Land/Van Wyck by approximately 2,000 participants per week. With the projected 62.3% increase in population over the next decade, the corresponding number of participants in recreation activities is likely to increase at a comparable rate. Therefore, facilities will need to be constructed to meet this demand in order to maintain the current LOS. In anticipation of this demand, the CIP shows the significant upgrades at the Indian Land recreation center to include a gymnasium, playground, picnic shelter and practice fields. The current recreation center is at capacity and additional space will be needed. The project cost is \$5,498,500.

Projected Facility/Equipment	Cost
Gym / Playground / Picnic / Practice Fields	\$5,498,500
TOTAL	\$5,498,500

Library

Lancaster County Library's Del Webb branch serves the Indian Land/Van Wyck community. Although it is the library system's newest facility, it is at capacity and an addition is planned to accommodate the future demand for services at a cost of \$614,000.

Projected Facility/Equipment	Cost
Del Webb Library – addition	\$614,000
TOTAL	\$614,000

OTHER PUBLIC FACILITIES

Transportation

The County's transportation facilities include a system of roads, streets and bridges within the county limits, including rights-of-way, sidewalks, signage and signaling, drainage, curbing and appurtenant facilities.

IMPACT FEE CALCULATION METHODOLOGY

The conceptual basis for the calculation of the proposed impact fees for fire service, emergency medical services, recreation and library for Indian Land/Van Wyck will be addressed in this section. There are generally two approaches for calculating impact fees:

- **System buy-in method** – concentrates on the cost of providing facilities based upon the net equity of the existing assets and is used in cases where facilities have additional excess capacity already in place to serve new growth.
- **Incremental cost method** – concentrates on the cost of adding additional facilities to serve new growth and is used in cases where facilities do not have available capacity to provide service to new customers.

Each of the impact fees was determined based on the incremental cost method and calculated based on a uniform service area. This means that all development will be assessed the same uniform impact fees regardless of the location of the development within the Indian Land/Van Wyck service area. The uniform service area approach is the most appropriate due to the development pattern of Indian Land/Van Wyck, the uniqueness of its panhandle shape due to jurisdictional lines and because it is the most common and defensible approach.

Because Indian Land/Van Wyck is served by three volunteer fire departments—Pleasant Valley, Indian Land and Charlotte Road—their service areas were aggregated for the purposes of this study so that a uniform fire service impact fee could be developed. Emergency medical services are provided by the county-wide system with individual units assigned as first-responders based on districts shown on the accompanying map. Recreation is offered to all residents through a system of public parks, playfields and trails throughout the service area. Library services are provided through the Del Webb Library.

Table 5 - Growth Rates 2010-2025

	Housing Units	% Change	Population	% Change	Employment	% Change
2010	8,008	---	19,729	---	5,901	---
2015	10,715	338%	26,165	32.6%	10,218	72.2%
2020	12,997	21.3%	31,728	21.3%	13,551	32.6%
2025	18,281	35.3%	42,454	33.8%	16,432	21.3%
Net Growth						
2015-2025	7,566	70.6%	16,289	62.3%	6,214	60.8%

Sources: US Census Bureau 2010, Table DP04; OnTheMap; Esri Business Analyst; InfoGroup and CRCOG

The number of employees in 2020 and 2025 were projected using the same approximate rate of change as the population growth for the previous 5-year period since job creation tends to lag behind housing growth. This assumption is founded on the notion that the number of employees in Indian Land/Van Wyck will parallel the rate of population growth.

Based on the data shown in **Table 5 – Growth Rates 2010-2025**, Indian Land/Van Wyck can expect to see 7,566 additional housing units, 16,289 new residents and 6,214 new jobs between 2015 and 2025. These figures will be used in each of the following sections to calculate the respective impact fees. Additionally, a large number of Development Agreements have been approved by Lancaster County Council and the projects covered by these contracts are not subject to an impact fee assessment. The resulting effect is that only 1,060 or 14% of the 7,566 proposed new housing units are subject to be charged impact fees.

Service Units

While the impact fees will be determined individually, some common ‘service units’ will be used in the calculation of each fee. The service units are meant to create an equitable assignment of the fees based on the number of new residents and employees projected to demand services from Lancaster County in the future. The residential service unit includes all single- and multi-family homes in Indian Land/Van Wyck. The non-residential service unit has several sub-categories in order to provide for more distinction in allocating the cost per employee based on a service unit that represents the average number of employees per 1,000 square feet of non-residential development.¹ **Appendix A – ITE Employee Space Ratio Calculations** contains the information for non-residential service units used to develop the following impact fees.

Fire Service Impact Fee

The previous discussion and justification for additional fire protection facilities and equipment resulted in the specific need for a new fire station in each of the three fire districts. The table below provides some detail for each district and shows a discount rate based on expansion of existing facilities that already serve existing customers.

Fire Department	Project Cost	Discount	Net Cost
Charlotte Road/Van Wyck	\$2,000,000	0%	\$2,000,000
Indian Land	\$2,300,000	0%	\$2,300,000
Pleasant Valley	\$3,000,000	50%	\$1,500,000
TOTAL			\$5,800,000

The Charlotte Road/Van Wyck FD station is a new facility that will house existing vehicles and equipment while providing room for one new fire engine. The Indian Land FD station is a new sub-station that will need a parcel of land, new vehicles and equipment. The Pleasant Valley FD

¹ Averages based on the study contained in *Trip Generation*, Ninth Edition by the Institute of Transportation Engineers.

station is a re-build/re-location to accommodate comprehensive plan goals and to provide expanded space for personnel, vehicles and equipment.

The proportionate share of the new Pleasant Valley FD station to serve existing customers and accommodate new customers results in a 50-50 share of the projected capital cost of the facility. Therefore, a 50% rate was applied as a discount to the cost estimate resulting in a net cost of \$1,500,000. A review of the fire service calls from January 1, 2015 to June 7, 2016 shows that the average split of residential to non-residential calls is 82:18. Assuming that this trend will continue, the project cost of \$5,800,000 is assigned as 82% residential or \$4,756,000 and 18% non-residential or \$1,044,000.

Residential Fire Service Impact Fee:

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities } (\$4,756,000)}{\text{Net Population Growth } (16,289)}$$

Based on this analysis, the calculated cost per capita to provide new fire service facilities and equipment is \$291.98.

Example Residential Fire Service Impact Fee:

100-lot Single-family Subdivision:

$$\text{Cost per Capita} \times \text{\# of Households} \times \text{Persons per Household} = \text{Impact Fee}$$

$$\$291.98 \times 100 \times 2.35 = \$68,615.30$$

Non-Residential Fire Service Impact Fee:

$$\text{Cost per Employee} = \frac{\text{Cost of New Facilities } (\$1,044,000)}{\text{Net Employment Growth } (6,214)}$$

Based on this analysis, the calculated cost per employee to provide new emergency medical services facilities and equipment is \$168.01.

Example Non-Residential Fire Service Impact Fee:

10,000 s.f. General Office Building:

$$\text{Cost per Employee} \times \frac{\text{Building size}}{1,000 \text{ s.f.}} \times \text{Employee Space Ratio} = \text{Impact Fee}$$

$$\$168.01 \times \frac{10,000 \text{ s.f.}}{1,000 \text{ s.f.}} \times 3.32 = \text{Impact Fee}$$

$$\$168.01 \times 10 \times 3.32 = \$5,577.93$$

Emergency Medical Services Impact Fee

The emergency medical services impact fee is calculated to recover the capital costs of one new station and four new ambulances in anticipation of increased calls for service based on population and employment projections. This cost is then allocated to new development based on the idea that the relative demand for services from new customers will be proportionally equal to the present demand and that the current staffing levels and available space are now at capacity. Because emergency medical services are location-based, failure to add additional locations will result in a decrease in the present level of service provided by this department.

A discount rate is applied to the construction cost of EMS station 4 since it already has one ambulance and serves a relative share of customers. Increasing its capacity to four ambulances results in a 3:4 ratio or 75% proportionate share of the construction cost of the new station. Therefore, the cost attributable to building the new station is 75% of \$511,000 or \$383,250. The cost of the ambulances is not discounted since all vehicles will be new and not replacements. The discounted projected cost is \$1,383,250.

Residential Emergency Medical Services Impact Fee:

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities } (\$1,383,250)}{\text{Net Population Growth } (16,289)}$$

Based on this analysis, the calculated cost per capita to provide new emergency medical services facilities and equipment is \$84.92.

Example Residential Emergency Medical Services Impact Fee:

100-lot Single-family Subdivision:

Cost per Capita X # of Households X Persons per Household = Impact Fee

$$\$84.92 \times 100 \times 2.35 = \$19,956.20$$

Non-Residential Emergency Medical Services Impact Fee:

$$\text{Cost per Employee} = \frac{\text{Cost of New Facilities } (\$1,383,250)}{\text{Net Employment Growth } (6,214)}$$

Based on this analysis, the calculated cost per employee to provide new emergency medical services facilities and equipment is \$222.58.

Example Non-Residential Emergency Medical Services Impact Fee:

10,000 s.f. General Office Building:

Cost per Employee X $\frac{\text{Building size}}{1,000 \text{ s.f.}}$ X Employee Space Ratio = Impact Fee

$$\$222.58 \times \frac{10,000 \text{ s.f.}}{1,000 \text{ s.f.}} \times 3.32 = \text{Impact Fee}$$

$$\$222.58 \times 10 \times 3.32 = \$7,389.66$$

Parks & Recreation Impact Fee

Residential customers are the primary users of parks and recreation facilities in Indian Land/Van Wyck. The new facilities that will be constructed to accommodate growth are directly attributed to the proliferation of new residents. The new recreation facilities are estimated to cost \$5,498,500. Therefore, calculating the cost per capita is necessary to determine the proportionate share of the new facilities.

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities } (\$5,498,500)}{\text{Net Population Growth } (16,289)}$$

Based on this analysis, the calculated cost per capita to construct the new parks and recreation facilities is \$337.56.

**Table 6 - Maximum Allowable Impact Fee Schedule
Parks & Recreation**

Housing Category	Cost per Person	Persons per Household	Maximum Allowable Impact Fee
Single-family (Attached or Detached)	\$337.56	2.35	\$793.27
Mobile Home	\$337.56	2.53	\$854.03
Multi-family (2 or more units)	\$337.56	1.12	\$378.07

Example Residential Parks & Recreation Impact Fee:

100-lot Single-family Subdivision:

$$\text{Cost per Capita} \times \text{\# of Households} \times \text{Persons per Household} = \text{Impact Fee}$$

$$\$337.56 \times 100 \times 2.35 = \$79,326.60$$

Library Facilities Impact Fee

Residential customers are the primary users of library facilities in Indian Land/Van Wyck. The new facilities that will be constructed to accommodate growth are directly attributed to the proliferation of new residents. The new library addition is estimated to cost \$614,000. Therefore, calculating the cost per capita is necessary to determine the proportionate share of the new facilities.

$$\text{Cost per Capita} = \frac{\text{Cost of New Facilities (\$614,000)}}{\text{Net Population Growth (16,289)}}$$

Based on this analysis, the calculated cost per capita to construct the new library addition is \$37.69.

A maximum allowable impact fee schedule was developed to quantify a fair share for each housing category based on persons per household.

**Table 7 - Maximum Allowable Impact Fee Schedule
Library Facilities**

Housing Category	Cost per Person	Persons per Household	Maximum Allowable Impact Fee
Single-family (Attached or Detached)	\$37.69	2.35	\$88.57
Mobile Home	\$37.69	2.53	\$95.36
Multi-family (2 or more units)	\$37.69	1.12	\$42.21

Example Library Facilities Impact Fee:

100-lot Single-family Subdivision:

Cost per Capita X # of Households X Persons per Household = Impact Fee

$$\$37.69 \times 100 \times 2.35 = \$8,857.15$$

**Table 8 - Summary of Impact Fees
Cost per Person and Employee**

Impact Fee	Project Cost	Cost per Person	Cost per Employee
Emergency Medical Services	\$1,383,250	\$84.92	\$222.58
Fire Service	\$5,800,000	\$291.98	\$168.01
Library Facilities	\$614,000	\$37.69	-
Parks & Recreation	\$5,498,500	\$337.56	-
TOTALS	\$13,295,750	\$752.15	\$390.59

The following examples are for illustrative purposes only.

Typical Single-family Impact Fee

Cost per Person	\$752.15
Persons per Household	2.35
TOTAL	\$1,767.55

Typical General Office Impact Fee

Cost per Employee	\$390.59
Employee Space Ratio	3.32
Building Size (square feet)	10,000
TOTAL	\$12,967.59

DISCOUNT RATE

Lancaster County Council may choose to apply a discount rate to the maximum allowable impact fees presented herein. The discount rate could be used to provide a reasonable fee for continued residential or non-residential investment or to ensure that impact fees collected for county facilities do not exceed the cost of providing capital improvements identified to accommodate new growth.

Maximum allowable impact fees may be adopted at less than 100% of the amounts presented in previous sections. The discount rate does not need to be the same across all four impact fee

categories; however, a discount rate for any one impact category must be applied uniformly across all the land use categories represented in the schedule.

AFFORDABLE HOUSING

The South Carolina Development Impact Fee Act specifically mandates that local governments understand the effect that impact fees will have, if any, on affordable housing in their jurisdictions. Under SC Law, affordable housing is defined as:

“housing affordable to families whose incomes do not exceed eighty percent of the median income for the service area or areas within the jurisdiction of the governmental entity.”

In May 2007, the South Carolina Priority Investment Act further refined the definition of affordable housing to read:

‘Affordable housing’ means in the case of dwelling units for sale, housing in which mortgage, amortization, taxes, insurance, and condominium or association fees, if any, constitute no more than twenty eight [28%] percent of the annual household income for a household earning no more than eighty percent [80%] of the area median income, by household size, for the metropolitan statistical area as published from time to time by the U.S. Department of Housing and Community Development (HUD) and, in the case of dwelling units for rent, housing for which the rent and utilities constitute no more than thirty percent [30%] of the annual household income for a household earning no more than eighty percent [80%] of the area median income, by household size for the metropolitan statistical area as published from time to time by HUD.

Household Income

The median annual household income reported for the study area is \$61,076 (US Census Bureau, 2011-2015 American Community Survey). Annual household income assumed for a family making 80% of the reported median is \$48,861. This would translate to a monthly household income of \$4,072 for these families.

Cost of Homeownership

Purchase Price:

The median home value was used to estimate the purchase price of a home. The American Community Survey estimates the median value of a home is \$245,300 (US Census Bureau, 2011-2015 American Community Survey).

Mortgage Payment:

A conventional, fixed-rate 30-year mortgage was used to estimate typical monthly costs of principle and interest on a home loan. The down payment was assumed to be 20% of the

purchase price (\$245,300 x 20% = \$49,060). The loan amount for the mortgage was determined by subtracting the down payment from the purchase price (\$245,300 - \$49,060 = \$196,240). An interest rate of 3.75% was assumed according to the current rate at www.bankrate.com. The estimated monthly payment for this mortgage is \$908.82.

Property Tax:

The Lancaster County Tax Assessor calculates property tax using a millage rate of 0.1635 per \$1,000 of value for residential properties that are owner-occupied. For this analysis, property taxes for a home valued at \$245,300 would be \$1,604.26 or \$133.69 per month.

Electric Utilities:

According to Electricity Local, the electricity rate in Lancaster County is 9.84¢/kWh. The average electricity consumption in South Carolina is 1,119kWh/month. This would result in a monthly bill of approximately \$110. (www.electricitylocal.com/states/south-carolina/lancaster/)

Water & Sewer:

Lancaster County Water and Sewer District is the primary service provider in the study area. A typical residential customer's average consumption is 4,500 gallons per month and results in a monthly charge of \$71.70 based on current rates.

Storm Water Fee:

Lancaster County will begin collecting a residential stormwater fee of \$75/year (\$6.25/month) on January 1, 2018.

Telephone, Cable & Internet:

Comporium is the primary provider for telephone, cable and internet services in Lancaster County. The Comporium website estimates the following fees for services in Lancaster County zip codes: Telephone - \$15.37 per month, Cable (Basic) - \$15.95 per month, and Internet (Entry Package) - \$34.94 per month. (www.comporium.com)

Homeowners Insurance:

Homeowners insurance provides financial protection against natural disasters. It generally insures the home and the belongings in it. The price of homeowners insurance varies depending on the location of the home, deductible levels, size of the home and the insurance company providing the policy. The average cost of homeowners insurance for a home in Lancaster County in the price range of \$200,000-\$249,999 is \$1,338 per year or \$112 per month. (www.vhomeinsurance.com)

**Table 9 - Estimated Monthly Cost
Owner-Occupied Single-Family Residential**

Category	No Impact Fees	With Impact Fees
Purchase Price	\$245,300	\$245,300
Single-Family Residential Impact Fee	-	\$1,768
Down Payment	\$49,060	\$49,414
Loan Amount	\$196,240	\$197,654
Loan Length (Years)	30	30
Yearly Interest Rate	3.75%	3.75%
Mortgage Payment	\$908.82	\$915.37
Property Tax	\$133.69	\$133.69
Electric, Water and Sewer Utilities	\$181.70	\$181.70
Telephone, Cable and Internet	\$66.26	\$66.26
Storm Water Fee	\$6.25	\$6.25
Fire Service Fee*	\$6.25	\$6.25
Homeowners Insurance	\$112.00	\$112.00
Total Monthly Cost	\$1,414.97	\$1,421.52

*Indian Land and Pleasant Valley fire districts only.

Cost of Renting

The cost of renting a multi-family unit was estimated based on information from the US Census Bureau. The median gross rent (including all utilities and rental insurance) in the study area was estimates as \$1,118 (US Census Bureau, 2011-2015 American Community Survey, Table B25064).

Table 10 - Maximum Allowable Impact Fees

Impact Fee Category	Per Capita	Owner-Occupied	Renter-Occupied
Emergency Medical Services	\$84.92	\$199.56	\$95.11
Fire Service	\$291.98	\$686.15	\$327.02
Library Facilities	\$37.69	\$88.57	\$42.21
Parks & Recreation	\$337.56	\$793.27	\$378.07
Total Fees	\$752.15	\$1,767.55	\$842.41

Cost Burden Analysis

Cost burden for affordable housing is measured as the ratio between payments for housing (including property taxes, fees, utilities and insurance) and reported gross household income. A cost burden analysis for Indian Land/Van Wyck was prepared for residents that purchase single-family residences and residents that rent multi-family units. Average monthly income was used to compute maximum allowable monthly payments for buying or renting a home. For the study area, a cost burden ratio of 30% for owner-occupied housing and 28% for renter-occupied housing was used to calculate housing affordability.

Cost Burden Analysis with No Impact Fees

Condition	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,072	\$1,415	34.7%
Renter-Occupied	\$4,072	\$1,118	27.5%

Based on these figures, renter-occupied housing is affordable to residents in the study area, however, owner-occupied housing costs exceed the threshold of affordability. This situation remains unchanged after calculating the monthly cost of impact fees for both groups as noted in the table below. Under current conditions, owner-occupied housing in the study area is not affordable for households earning 80% or less than the median family income based on the HUD maximum of 30% of monthly income.

Cost Burden Analysis with Impact Fees

Condition	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	\$4,072	\$1,422	34.9%
Renter-Occupied*	\$4,072	\$1,141	28.0%

* Monthly cost assumes 36-month payback period for landlord to recoup impact fees.

Conclusion

The South Carolina Development Impact Fee Act requires preparation of a report that estimates the effect of imposing development impact fees on the affordability of housing in the jurisdiction or study area. The results of this analysis determined that the impact fees would increase the monthly cost burden by \$7 (0.46% change) for owner-occupied housing and \$23 for renter-occupied housing (2.09% change).

Appendix A

ITE Employee Space Ratio Calculations

Land Use Category	ITE Code	Units	Reported Trips per Unit	Reported Trips per Employee	Employee Space Ratio
Hotel/Motel					
Hotel	310	room	8.17	14.34	0.57
Business Hotel	312	room	7.27	72.67	0.10
Recreational					
Golf Course	430	hole	35.74	20.52	1.74
Multiplex Movie Theater	445	1,000 s.f.	4.91	4.45	1.10
Institutional					
Elementary School	520	1,000 s.f.	15.43	15.71	0.98
Middle/Junior High School	522	1,000 s.f.	13.78	16.39	0.84
High School	530	1,000 s.f.	12.89	19.74	0.65
Junior/Community College	540	1,000 s.f.	27.49	15.55	1.77
University/College	550	student	1.71	8.96	0.19
Day Care Center	565	1,000 s.f.	74.06	26.73	2.77
Library	590	1,000 s.f.	56.24	52.52	1.07
Medical					
Hospital	610	bed	12.94	4.50	2.88
Nursing Home	620	bed	2.74	3.26	0.84
Assisted Living	254	bed	2.66	3.93	0.68
Clinic	630	1,000 s.f.	31.45	8.01	3.93
Medical/Dental Office	720	1,000 s.f.	36.13	8.91	4.05
Commercial-Office					
General Office Building	710	1,000 s.f.	11.03	3.32	3.32
Office Park	750	1,000 s.f.	11.42	3.50	3.26
Business Park	770	1,000 s.f.	12.44	4.04	3.08
Commercial-Retail					
Shopping Center	820	1,000 s.f.	42.70	N/A	2.22*
Building Materials/Lumber Store	812	1,000 s.f.	45.16	32.12	1.41
Free Standing Discount Store	815	1,000 s.f.	57.24	28.84	1.98
Nursery/Garden Center	817	1,000 s.f.	68.10	21.83	3.12
New Car Sales Center	841	1,000 s.f.	32.30	21.14	1.53
Tire Store	848	1,000 s.f.	24.87	5.03	4.94
Supermarket	850	1,000 s.f.	102.24	92.74**	1.10
Furniture Store	890	1,000 s.f.	5.06	12.19	0.42
Industrial					
General Light Industrial	110	1,000 s.f.	6.97	3.02	2.31
General Heavy Industrial	120	1,000 s.f.	1.50	0.82	1.83
Industrial Park	130	1,000 s.f.	6.83	3.34	2.04
Warehousing	150	1,000 s.f.	3.56	3.89	0.92
Services					
Drive-In Bank	912	1,000 s.f.	148.15	30.94	4.79
High-Turnover Sit Down Restaurant	932	1,000 s.f.	127.15	N/A	5.64*
Fast Food w/ Drive-Thru Window	934	1,000 s.f.	496.12	N/A	5.00*

Notes:

*An employee space ratio could not be calculated using rates published in ITE's Trip Generation Manual. The employee ratio used in this analysis was developed by TischlerBise as part of the Development Impact Fee Study completed in May 2002.

**An employee space ratio could not be calculated using rates published in ITE's Trip Generation Manual. The employee ratio used in this analysis was developed by Stantec as part of the Development Impact Fee Study prepared for the Town of Fort Mill in 2015.

FOCUS ON THE FUTURE

Program of Work
2018-2019

Catawba Regional
Council of Governments

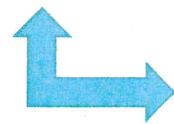




OUR MISSION

To facilitate **growth of the economy**, assist in **planning for the region's future**, and support **communities in need**, while encouraging **collaboration, communication, and cooperation** among the leaders, people, and governments of our region.

WORK & MISSION



Community Development

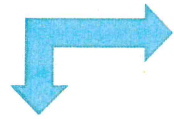
Working to support communities in need and improve quality of life

- Grant Programs: Community Development Block Grants (CDBG), SC Rural Infrastructure Authority (RIA), Rural Fire Grants, SC Parks, Recreation & Tourism Grants (PRT)
- Workforce Housing and Neighborhood Development
- Brownfields Assessment & Cleanup

Economic Development

Growing jobs and the economy

- Statewide Business Lending: SBA 504, EDA RLF, USDA IRP, Other
- Workforce Development – Workforce Innovation and Opportunity (WIOA) Training & Operating Funding
- EDA Infrastructure and Planning Grants
- Industrial and Economic Studies



Government Services

Strategic, financial, project, and land use planning

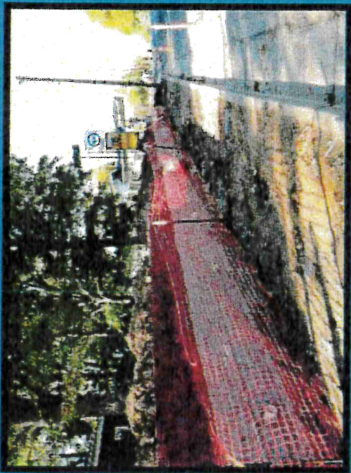
- Transportation Planning
- Comprehensive Plans
- Population Studies
- Strategic Planning, Market Data and Surveys
- Project Management
- Geographic Information Systems

ECONOMIC DEVELOPMENT

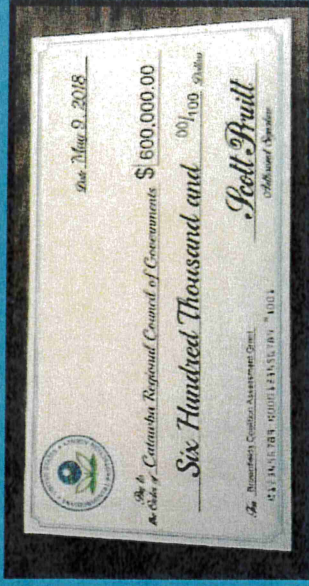


WORKFORCE DEVELOPMENT, BUSINESS LENDING, AND INFRASTRUCTURE

- \$3.2 million Workforce Innovation and Opportunity Act (WIOA) annual funding
 - Operator of 3 SC Works Centers and a temporary Transition Center;
 - Staff for the Catawba Workforce Development Board; Manage two service contractors
- \$28 million in lending assets under management – new RLF assumptions
- Industrial site studies proposed in Lancaster & Union counties (FY18-19)
- Managing 3 EDA infrastructure, planning, and technical grants for \$1.66 million
- Applying for 3 EDA infrastructure and disaster-related grants (~\$2.4 million)



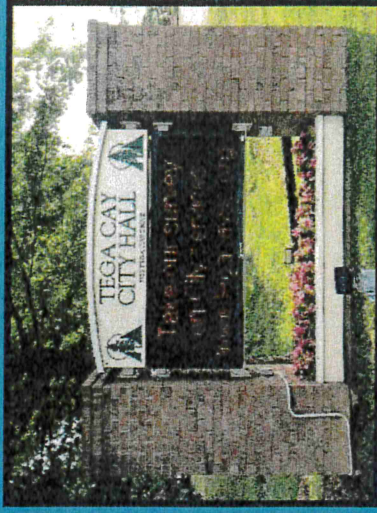
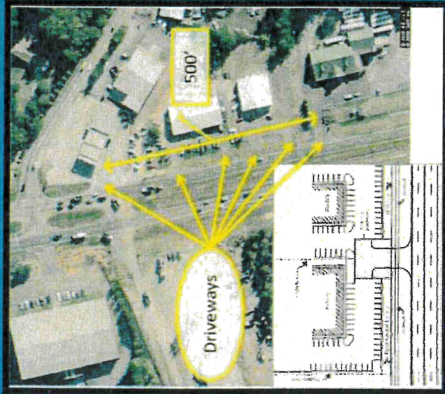
COMMUNITY DEVELOPMENT



INFRASTRUCTURE, AREA REVITALIZATION, HOUSING, AND BROWNFIELDS

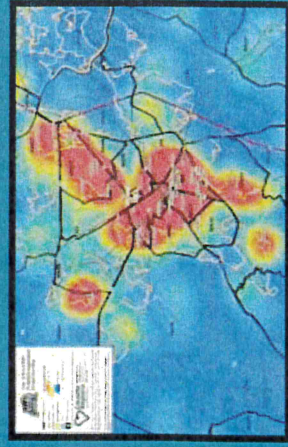
- 15 CDBG, SC RIA, SC PRT, and Rural Fire grants in process totaling \$6.92 million across the region; 4 grant applications pending for \$1.45 million
- Workforce Housing Study – complete by August, 2018; engagement of potential partners and funders to explore uses of Neighborhood Initiative lots
- \$600,000 EPA Brownfield Assessment Grant – will be used for 15+ sites over 3 years
- SC DHEC Brownfields Cleanup Revolving Loan Fund – \$9 million deployed to date

GOVERNMENT SERVICES



PLANNING SERVICES, TRANSPORTATION PLANNING, PROJECT MANAGEMENT, AND MARKET RESEARCH

- 35 technical assistance, planning, GIS/drone mapping contracts in FY18-19
- SC DOT planning contract to program \$5 million of annual guideshare funds
- New areas:
 - 1) Construction project management (scope, RFQ, bidding, liaison between contractor and local government)
 - 2) Market research/strategic planning (focus groups and surveys)



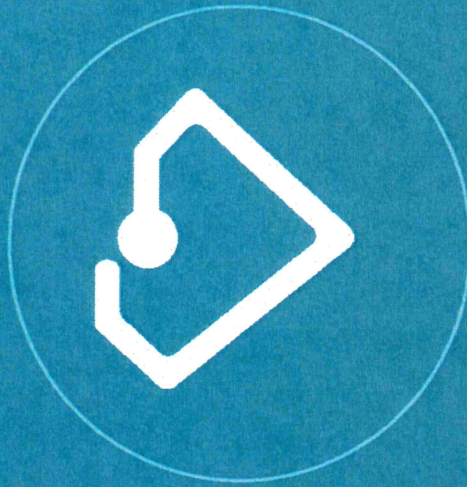
RETURN ON INVESTMENT

Since 1971,
member counties
have paid
cumulative dues of
\$7,059,967.

Over the same period
of time, the Council
has generated
\$270,822,443 of loans
and grants for the
region, along with
\$123,320,291 of
regional workforce
development funding,
for a total of
\$394,142,734.

The life-to-date
return on
investment for
member
governments is
\$55.83:1.

CATAWBA REGIONAL COUNCIL OF GOVERNMENTS



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MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, August 13, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, August 14, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Chambers, Administration Building
Tuesday, August 14, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday, August 16, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building
Monday, August 27, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

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