

Lancaster County Council Regular Meeting Agenda

Monday, August 27, 2018

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Jack Estridge**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Recognition of Richard Vawter for being named the 2018 Firefighter of the Year through the Lancaster County Fire Rescue Recruitment and Retention program – ***Presented by Chairman Steve Harper***
 - b. Presentation on Recreation Department's Back to School Bash – ***Presented by Mike Barnes***
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 August 13, 2018 County Council regular meeting – ***pgs. 7-15***
 - b. **3rd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 16-17***

- c. **3rd Reading of Ordinance 2018-1527 regarding Amending the UDO regarding Chapter 8, updating the Flood Insurance Study**
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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 18-19*
- d. **3rd 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. 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 20-22*
- e. **3rd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 23-25*
- f. **2nd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 26-27*
- g. **2nd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Joey Adams-Raczkowski – pgs. 28-29*

h. 2nd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Joey Adams-Raczkowski – pgs. 30-31*

i. 2nd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. - Penelope Karagounis – pgs. 32-34*

j. 2nd 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Penelope Karagounis – pgs. 35-36*

8. Non-Consent Agenda

a. Resolution 1013-R2018 regarding Inducement Resolution for Project Dumping

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Project Dumping, And/Or Its Designee Or Nominee; To Provide The General Terms Of The Fee Agreement Including The Provision Of Special Source Revenue Credits; To State The Commitment Of Lancaster County To Extend The Term Of An Existing Fee Agreement Associated With Project Dumping; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; And To State The Commitment Of Lancaster County To Place Project Property In A Multi-County Park. – *Jamie Gilbert – pgs. 37-42*

b. Resolution 1014-R2018 regarding Approval of the Design and Construction of a New Animal Shelter

Resolution Title: A Resolution To Authorize And Approve The Design And Construction Of A New Animal Shelter. – *(Favorable Recommendation – I & R Committee)(Favorable Recommendation – Public Safety Committee)(Favorable Recommendation – Administration Committee) - John Weaver/Nicholas Miller – pgs. 43-49*

c. **3rd 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). Passed 6-0 at the August 13, 2018 County Council Meeting. – Joey Adams-Raczkowski – pgs. 50-51*

d. **Public Hearing and 3rd Reading of Ordinance 2018-1526 regarding Special Source Revenue Credit Agreement with Synergy Steel Holdings, Inc. (Project Wine) – Amendment Needed**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Synergy Steel Holdings, Inc., Providing For, Among Other Things, Special Source Revenue Credits; And 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. Passed 6-0 at the August 13, 2018 County Council Meeting. – Jamie Gilbert – pgs. 52-74*

e. **Public Hearing and 3rd Reading of Ordinance 2018-1530 regarding placing Synergy Steel Holdings, Inc., Golden Spike, LLC (Project Wine) in a Multi-County Park – Amendment Needed**

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 (Synergy Steel Holdings, Inc., Golden Spike, LLC). – *Passed 7-0 at the July 16, 2018 County Council Meeting. Passed 6-0 at the August 13, 2018 County Council Meeting. – Jamie Gilbert – pgs. 75-78*

f. **1st Reading of Ordinance 2018-1531 regarding Approval of a Second Master Multi-County Park Agreement Between Lancaster County and Chesterfield County**

Ordinance Title: An Ordinance To Authorize And Approve A Second Master Multi-County Park Agreement By And Between Lancaster County And Chesterfield County; To Require The Payment Of A Fee In Lieu Of Ad Valorem Taxes By Businesses And Industries Located In The Park; To Apply Zoning And Other Laws In The Park; To Provide For Law Enforcement Jurisdiction In The Park; And To Provide For The Distribution Of Park Revenues Within Lancaster County. – *(Favorable Recommendation – Administration Committee) - John Weaver – pgs. 79-91*

9. **Discussion and Action Items**

a. Committee Reports

1. Infrastructure & Regulation (I & R) Committee – Committee Chair Larry Honeycutt

2. Public Safety Committee – Committee Chair Brian Carnes
 3. Administration Committee – Committee Chair Charlene McGriff
- b. Nomination for appointments to the newly created Lancaster County Recreation Advisory Board
 - Tim Hallman for District 3 – reappointment from Joint Recreation – *pg. 92*
 - Erica Abbott for District 4 – reappointment from Joint Recreation – *pg. 93*
 - Lester Belk for District 5 – reappointment from Joint Recreation but previously represented District 2 – *pg. 94*
 - Martin B. Tiller, Jr. for District 6 – reappointment from Joint Recreation but previously represented the City of Kershaw – *pg. 95*
 - c. Recall Resolution 1010-R2018 from the I & R Committee for the purpose of allowing staff to withdraw the Resolution from further consideration. – *Steve Willis – pgs. 96-98*
 - d. Discussion of GOLD program for Economic Development – *(Favorable Recommendation – Administration Committee) - Jamie Gilbert – pgs. 99-102*
 - e. Equipment Request for the School Resource Officer positions for the 2018-2019 school year – *(Favorable Recommendation – Administration Committee) – Sheriff Barry Faile – pgs. 103-104*
 - f. 2018 JAG (Justice Assistance Grant) and period for public comment – *Sheriff Barry Faile – pgs. 105-107*
 - g. Potential donation of three County Parcels of property to the Katawba Valley Land Trust in conjunction with the Forfeited Land Commission – *(Favorable Recommendation – Administration Committee) - John Weaver – pgs. 108-124*
 - h. Upcoming Community Development Block Grant (CDBG) application – *(Favorable Recommendation – Administration Committee) – Steve Willis – pgs. 125-129*
 - i. Discussion of Regent Parkway – *(Referral from I & R Committee)*
 - j. Discussion of litter in County – *Larry Honeycutt*

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

11. Miscellaneous Reports and Correspondence

- a. Charter Communications – *pg. 130*
- b. Report on Lancaster Area Ride Service (LARS) – *pg. 131*

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

13. Executive Session

14. Calendar of Events – pg. 132

15. Adjournment

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



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

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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, August 13, 2018

Council Members present at the meeting were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Charlene McGriff and Billy Mosteller. Larry Honeycutt was absent from the meeting. Also present at the meeting 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, Senior Planner Joey Adams-Raczkowski, Public Works Director Jeff Catoe, Economic Development Director Jamie Gilbert, Budget Analyst Kim Belk, Morgan Adams of the National Research Center, Robby Moody of the Catawba Regional Council of Governments, various department heads and elected officials, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

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Approval of the agenda

Brian Carnes moved to approve the agenda. The motion was seconded by Terry Graham. Council approved the agenda by a vote of 6-0.

Special Presentations

Chairman Steve Harper recognized the Lancaster Dixie Baseball A-League six (6) and under all-stars for winning the South Carolina State Championship.

Chairman Steve Harper recognized Karla Deese, Coroner, for being named the 2018 South Carolina Coroner of the Year.

Kim Belk introduced Morgan Adams from the National Research Center. Kim Belk noted that the complete results of the Citizen Survey are available for review in the Clerk to Council's office. Morgan Adams presented the key findings from the Citizen Survey for Lancaster County. The power point presentation was included in the agenda packet on pages 6-28.

Robby Moody of the Catawba Regional Council of Governments provided a presentation on the use of Impact Fees. The power point presentation is attached as Schedule A.

Citizens Comments

Louis Shanks, Lancaster, SC, spoke regarding rate increases for water and sewer.

After everyone had a chance to speak during Citizens Comments, Chairman Steve Harper stated that Lancaster County does not have anything to do with Lancaster County Water and Sewer as they are a special purpose entity with their own Board.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **a.**, Item **b.**, Item **c.**, Item **d.**, Item **e.**, Item **f.** and Item **g.** below. The motion was seconded by Charlene McGriff. No further discussion. Council approved Consent Agenda Items **a.**, **b.**, **c.**, **d.**, **e.**, **f.** and **g.** below by a vote of 6-0.

- a.** Minutes of the July 12, 2018 County Council Special meeting
- b.** Minutes of the July 16, 2018 County Council Workshop
- c.** Minutes of the July 16, 2018 County Council regular meeting

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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.

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.

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.

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).

Non-Consent Agenda

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 \$175,00.00.

Terry Graham moved to approve Resolution 1011-R2018. The motion was seconded by Charlene McGriff. Council approved Resolution 1011-R2018 by a vote of 6-0.

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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.

Brian Carnes moved to approve Resolution 1012-R2018. The motion was seconded by Terry Graham. Council approved Resolution 1012-R2018 by a vote of 6-0.

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.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2018-1518. The motion was seconded by Billy Mosteller.

Jack Estridge moved that Ordinance 2018-1518 be amended to require that the district appointees to the Recreation Advisory Board must reside in the district that they will be representing. The motion was seconded by Brian Carnes.

Charlene McGriff stated that Council needs flexibility for appointments in case they cannot find someone that lives in their district to represent the district on the Advisory Board.

Council voted to amend Ordinance 2018-1518 to require that the appointees to the Recreation Advisory Board must reside in the district that they will be representing by a vote of 5-1. Jack Estridge, Brian Carnes, Steve Harper, Billy Mosteller and Terry Graham voted in favor of amending Ordinance 2018-1518 and Charlene McGriff opposed.

Council approved the 3rd Reading of Ordinance 2018-1518 as amended by a vote 5-1. Jack Estridge, Brian Carnes, Steve Harper, Billy Mosteller and Terry Graham voted to approve the 3rd Reading of Ordinance 2018-1518 as amended and Charlene McGriff opposed.

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)

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.

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Charlene McGriff moved to approve the 3rd Reading of Ordinance 2018-1523. The motion was seconded by Billy Mosteller.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2018-1523. There were 26 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 2018-1523. No citizens came forward to comment. Chairman Harper closed the public hearing.

John Weaver explained that Ordinance 2018-1523 needed to be amended to include the corporate name in the Ordinance rather than the project name.

Brian Carnes moved that Ordinance 2018-1523 be amended so as to add the corporate name, Sharonview Federal Credit Union, to the Ordinance and to delete the project name from the Ordinance. The motion was seconded by Charlene McGriff. Council voted to amend Ordinance 2018-1523 so as to add the corporate name, Sharonview Federal Credit Union, and to delete the project name by a vote of 6-0.

Council approved the 3rd Reading of Ordinance 2018-1523 as amended by a vote of 6-0.

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.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2018-1525. The motion was seconded by Terry Graham. Council approved the 2nd Reading of Ordinance 2018-1525 by a vote of 6-0.

2nd Reading of Ordinance 2018-1527 regarding Amending the UDO regarding Chapter 8, updating the Flood Insurance Study

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).

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2018-1527. The motion was seconded by Billy Mosteller.

John Weaver stated that an amendment to Ordinance 2018-1527 was needed based upon the recommendation of the County's stormwater engineer so as to provide greater clarity and specificity to the county areas impacted by the FEMA maps. He noted that the amendments to the Ordinance are indicated in red in the agenda packet on pages 136-137.

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Brian Carnes moved that Ordinance 2018-1527 be amended so as to replace the language in the 3rd Reading version for that which was indicated in the 2nd reading version. He noted that the language in the Council book on page 136 is correct. The motion was seconded by Charlene McGriff. Council voted to amend Ordinance 2018-1527 by a vote of 6-0.

Council approved the 2nd Reading of Ordinance 2018-1527 as amended by a vote of 6-0.

2nd 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. And Subsection N. Of The Unified Development Ordinance So As To Allow For An Additional Alternative For Setback Requirements.

Terry Graham moved to approve the 2nd Reading of Ordinance 2018-1528. The motion was seconded by Charlene McGriff.

John Weaver explained that Ordinance 2018-1528 needed to be amended because, first, Section 5.11.5, Subsection N. was not included in the 1st Reading version that earlier was passed; and second, the new Section N. shown in the agenda packet on page 139 has been rewritten.

Brian Carnes moved that Ordinance 2018-1528 be amended by the inclusion of Section 5.11.5, Subsection N. as written and presented on page 139 of the Council packet. The motion was seconded by Jack Estridge. Council voted to amend Ordinance 2018-1528 by a vote of 6-0.

Council approved the 2nd Reading of Ordinance 2018-1528 as amended by a vote of 6-0.

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.

Brian Carnes moved to approve the 1st Reading of Ordinance 2018-1532. The motion was seconded by Terry Graham. Council approved the 1st Reading of Ordinance 2018-1532 by a vote of 6-0.

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.

DRAFT

Billy Mosteller moved to approve the 1st Reading of Ordinance 2018-1533. The motion was seconded by Jack Estridge. Council approved the 1st Reading of Ordinance 2018-1533 by a vote of 6-0.

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.

Billy Mosteller moved to approve the 1st Reading of Ordinance 2018-1534. The motion was seconded by Charlene McGriff.

Joey Adams-Rackowski and Steve Willis stated for the record that the applicant was made aware of the concrete plant that is already located near the property and its potential expansion.

Council approved the 1st Reading of Ordinance 2018-1534 by a vote of 6-0.

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.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1535. The motion was seconded by Terry Graham. Council approved the 1st Reading of Ordinance 2018-1535 by a vote of 6-0.

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.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1536. The motion was seconded by Billy Mosteller.

Steve Harper noted that he is not kin to Lorraine T. Harper or, if he is, it is a distant relation.

Council approved the 1st Reading of Ordinance 2018-1536 by a vote of 6-0.

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Discussion and Action Items

Nomination for appointment to the Board of Directors for the Catawba Regional Council of Governments.

Charlene McGriff moved to approve the appointment of Alston DeVenny to the Board of Directors for the Catawba Regional Council of Governments (COG). The motion was seconded by Brian Carnes. Council approved the appointment of the City of Lancaster Mayor Alston DeVenny to the Board of Directors for the COG by a vote of 6-0.

Discussion of Impact Fees.

Steve Willis stated that he plans to update and refresh the information in the Impact Fee study unless Council has any objections. Terry Graham stated that he would like to voice support for Impact Fees and that it is important to identify the projects for which Impact Fees can be used. Charlene McGriff stated that Council does need updated information so that they can make informed decisions. Steve Harper suggested that a Committee of the Whole Workshop be held to review the updated information regarding Impact Fees.

Executive Session

Brian Carnes moved to go into Executive Session to discuss pending litigation pursuant to SC Code Section 30-4-70(a)(2) and an Economic Development matter pursuant to SC Code Section 30-4-70(a)(5): Project Lego. The motion was seconded by Billy Mosteller. The motion to go into Executive Session passed by a vote of 6-0. Council went into Executive Session at approximately 7:36 p.m.

Charlene McGriff moved to come out of Executive Session. The motion was seconded by Billy Mosteller. The motion to come out of Executive Session passed by a vote of 6-0. Council came out of Executive Session at approximately 8:22 p.m.

Upon returning to open session, Attorney John Weaver noted that Council received an Economic Development briefing on Project Lego during Executive Session. He stated that during the course of that briefing, no decisions were made and no votes were taken. He further stated that Council received a legal briefing on pending litigation during Executive Session. He stated that during the course of that briefing, 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 Lego. The motion was seconded by Charlene McGriff. The motion passed by a vote of 6-0.

Terry Graham moved that, regarding the pending litigation discussed by the County Attorney, the County offer no settlement at this time. The motion was seconded by Charlene McGriff.

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Jack Estridge stated that, regarding lawsuits, if a reasonable negotiation and offer is made regarding settlement, then, sometimes, it is better to pay a little rather than risk paying a lot. Charlene McGriff stated that the offer is not reasonable.

Council voted to approve the motion to offer no settlement at this time regarding the pending litigation by a vote of 5-1. Brian Carnes, Steve Harper, Charlene McGriff, Billy Mosteller and Terry Graham voted in favor of the motion and Jack Estridge opposed.

Adjournment

Billy Mosteller moved to adjourn the meeting. Seconded by Brian Carnes. The motion to adjourn passed by a vote of 6-0. There being no further business, the Council meeting adjourned at approximately 8:25 p.m.

Respectfully Submitted:

Approved by Council, August 27, 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	Passed 6-0
Third Reading:	August 27, 2018	

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 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). 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	Passed 6-0
Third Reading:	August 27, 2018	

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	Passed 6-0
Third Reading:	August 27, 2018	

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	Passed 6-0
Third Reading:	August 27, 2018	

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1532

COUNTY OF LANCASTER

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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	Passed 6-0
Second Reading:	August 27, 2018	
Third Reading:	September 10, 2018	(Tentative)

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	Passed 6-0
Second Reading:	August 27, 2018	
Third Reading:	September 10, 2018	(Tentative)

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	Passed 6-0
Second Reading:	August 27, 2018	
Third Reading:	September 10, 2018	(Tentative)

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	Passed 6-0
Second Reading:	August 27, 2018	
Third Reading:	September 10, 2018	(Tentative)

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1536

COUNTY OF LANCASTER

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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	Passed 6-0
Second Reading:	August 27, 2018	
Third Reading:	September 10, 2018	(Tentative)



Resolution#: 1013-R2018
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: August 27, 2018

Issue for Consideration:

Project Dumpling is a corporate facility looking to expand its operations. The project is expected to invest \$20,000,000 and create 200 new jobs over five years. The wage rates for new jobs at the facility will be at least \$17/hour. The project has looked at locations in Lancaster County, Charlotte Region and locations throughout the United States.

The Lancaster County Department of Economic Development (LCDED) and South Carolina Department of Commerce (SCDOC) have worked with Project Dumpling to identify suitable properties in the county for the company and applicable county/state incentives. In July the company identified a site in Lancaster County as the preferred location for the project. LCDED and SCDOC prepared a comprehensive incentive package to facilitate the project in Lancaster County. The incentives were verbally accepted by Project Dumpling.

LCDED is recommending the following county incentives be provided to Project Dumpling to facilitate the project in Lancaster County:

- 1) A 30 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that provides a property tax assessment rate of 6%, a locked in millage rate of 317.6 mills and a ten year investment period.
- 2) A 15 Year Special Source Revenue Credit (SSRC) of 60% for each investment made during the investment period.
- 3) A ten year extension of the term for an existing FILOT agreement between Lancaster County and the company.

Points to Consider

- The project will result in a large number of corporate jobs and substantial investment coming to Lancaster County.
- The company is well respected and a leader in their industry.

Funding and Liability Factors

There is no direct funding required or liability factors.

Council Options

Approve Resolution #1013-R2018 for Project Dumpling in order to secure the project in Lancaster County.

Recommendation

Approve Resolution #1013-R2018

STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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RESOLUTION NO. 1013-R2018

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A FEE AGREEMENT WITH PROJECT DUMPLING, AND/OR ITS DESIGNEE OR NOMINEE; TO PROVIDE THE GENERAL TERMS OF THE FEE AGREEMENT INCLUDING THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO STATE THE COMMITMENT OF LANCASTER COUNTY TO EXTEND THE TERM OF AN EXISTING FEE AGREEMENT ASSOCIATED WITH PROJECT DUMPLING; TO PROVIDE THAT THIS RESOLUTION IS AN INDUCEMENT RESOLUTION FOR PURPOSES OF THE FEE IN LIEU OF TAX SIMPLIFICATION ACT; AND TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROJECT PROPERTY IN A MULTI-COUNTY PARK.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act"), to enter into a fee in lieu of tax agreement (the "Fee Agreement") with respect to a project which requires the industry to make a payment of a fee in lieu of taxes, 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 and remain in the State of South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of the State of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

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

WHEREAS, the Project is anticipated to result in an investment of approximately twenty million dollars (\$20,000,000) in real and personal property and the creation of approximately two hundred (200) new, full-time jobs; and

WHEREAS, the Company has requested that the County enter into a Fee Agreement, thereby providing for fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") and special source revenue credits ("SSRCs") with respect to the Project; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the Act and that the Project would serve the purposes of the Act; and

WHEREAS, pursuant to the authority of 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 (collectively, the "MCP Laws"), the County is authorized to create a multi-county park (an "MCP Park") pursuant to a qualifying agreement with one or more contiguous South Carolina counties (the "Park Agreement"); and

WHEREAS, the County intends by this Resolution to commit itself to (i) enter into a negotiated fee-in-lieu of tax agreement with the Company under the Act, (ii) provide for SSRCs against the FILOT Payments to be made by the Company in connection with the foregoing fee-in-lieu of tax arrangements, (iii) extend the term of an existing Fee Agreement associated with the Company, and (iv) locate the Project in an MCP Park.

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

1. For purposes of the Act, this Resolution is an "Inducement Resolution." For purposes of Section 12-44-110 of the Act, this Resolution constitutes preliminary approval by the County prior to the execution of a fee agreement.

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

- a. an Investment Period, as defined in the Act, of ten (10) years;
- b. the Company's commitment to create new full-time jobs (*i.e.*, at least thirty (30) hours per week), all with health care benefits and an hourly wage rate not less than seventeen dollars (\$17.00) ("New Full-Time Jobs") at the following employment levels and in the designated timeframes with the "Year" number referring to the year that corresponds with the earlier of either the year following the year in which economic development property is first placed in service or the first year SSRCs are taken, with Year 1 being the first year:
 1. to have employed, as measured over a base number of employees ("Base Number of Employees"), in New Full-Time Jobs an average of not less than twenty-four (24) during Year 1,
 2. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than forty-eight (48) during Year 2,
 3. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-two (72) during Year 3,
 4. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than ninety-six (96) during Year 4, and
 5. to have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than one hundred twenty (120) during Year 5 and each year thereafter in which the Company is receiving a special source revenue credit.

The hourly wage rate of seventeen dollars (\$17.00), which is equal to 83% of the current per capita hourly wage rate as published by the South Carolina Department of Revenue, shall be adjusted at the end of Year 5 to 83% of the then current per capita hourly wage rate as published by the South Carolina Department of Revenue and applied to Years 6

through 10; *provided that*, at the end of Year 10 the hourly wage rate shall be adjusted to 83% of the then current per capita hourly wage rate and applied to applicable years after Year 10. Jobs relocated from other states to the Project shall be counted as New Full-Time Jobs. The Company's commitment to create New Full-Time Jobs as described in this Paragraph 2.b is referred to as the "Jobs Commitment." The provisions of the Fee Agreement providing for the Jobs Commitment will set the Base Number of Employees and will include a total number of jobs for each Year to reflect the Base Number of Employees plus the number of New Full-Time Jobs;

- c. calculation of FILOT Payments using an assessment ratio of six percent (6%) and a millage rate fixed for the life of the FILOT of 317.6 mills, if the Fee Agreement is executed in calendar year 2018, or the lowest then legally allowable millage rate, if the Fee Agreement is executed in calendar year 2019;
- d. a term of thirty (30) years for each phase of the Project;
- e. a special source revenue credit equal to 60% of the FILOT Payments for the first fifteen (15) consecutive years in which FILOT Payments are required to be made under the Fee Agreement with respect to property placed in service during each year of the Investment Period, *provided, however*, that in any year in which the Company fails to meet the Jobs Commitment, the annual special source revenue credit shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if in Year 3, the Company should have employed, over the Base Number of Employees, in New Full-Time Jobs an average of not less than seventy-two (72), but the Company employed an average of fifty-eight (58), then the SSRC would be set at 80.56% (58 divided by 72 equals 80.56%) of 60% which results in a special source revenue credit in Year 3 of 48.33% (80.56% times 60% equals 48.33%); and
- f. the Company's commitment to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, for the Project, but in no event exceeding \$8,000, and for its administrative expenses associated with the annual computation of the special source revenue credits, but in no event exceeding \$1,000 annually.

3. Council commits to (i) extend by ten (10) years the Fee Term as set in an existing Fee Agreement relating to an existing project in which the Company is involved, and (ii) to approve the extension in accordance with the requirements of the Act.

4. Council shall use its best efforts to adopt a new Park Agreement or amend an existing Park Agreement to include the land on which the Project is located, to the extent that the land, or any portion thereof, is not currently subject to a Park Agreement. The period of time for inclusion of the land in an MCP Park shall be for the same period that the Fee Agreement is effective.

5. (A) The County shall use its best efforts to (i) assist the Company in locating potential grants, in-kind, or other economic assistance or non-economic assistance from the state and federal authorities and

utilities for costs associated with the Project, including but not limited to public infrastructure costs, (ii) assist the Company in applying for state and federal economic development incentives that flow through the County, and (iii) assist the Company in securing job recruitment and training through the ReadySC program.

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

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

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

8. County Council finds that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

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

10. This Resolution takes effect upon its adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

Agenda Item Summary

Ordinance / Resolution: 1014–R2018

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Agenda: August 27, 2018

Issue for Consideration: Whether or not it is appropriate County Council to approve the design and construction of the county's new animal shelter?

Points to Consider: For a considerable period of time, Council and staff have recognized the need for a new county animal shelter. Pursuant to the requirements of the Lancaster County Procurement Code, an experienced architect was selected to lead the project. Various locations and designs were considered, all aspects of the project being consistent with the obligation to expend taxpayer dollars in the most effective and efficient means possible while, at the same time, insure that the county's responsibility for animal care and control were met. After having the location and general design of the shelter approved, the project's cost was formulated, not only by the architect, but also by two additional independent and experienced persons. A reasonable estimate upon which the Council and the citizens and residents of Lancaster County can rely places the cost of the animal shelter at between \$2.5 Million Dollars and \$2.8 Million Dollars, with a built-in contingency of approximately 10%. The project will be advertised for bids by the Procurement Department with an expectation that the competitive bid process may lower the overall cost to some degree.

Funding and Liability Factors: The funding for the animal shelter either will come from the County's Fund Balance or via a bond, that decision having not yet been finalized because of other possible capital projects being considered.

Recommendation: The three Council Committees each have been briefed on this project and by a unanimous favorable vote by each of the three, the Committees and the Administrator all recommend approval of this project moving forward.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RESOLUTION NO.: 1014-R2018

A RESOLUTION

TO AUTHORIZE AND APPROVE THE DESIGN AND CONSTRUCTION OF A NEW ANIMAL SHELTER.

WHEREAS, County Council has recognized with the influx into the county of new citizens and residents that accompanying that growth has come with it the increase of domesticated animals; and

WHEREAS, with that increase in animals, primarily dogs and cats, Council has recognized its responsibility to expand the county's duty to ensure the public's health and safety through appropriate controls and safeguards of these animals; and

WHEREAS, the existing animal shelter has proven to be an inadequate facility in both size and features, making necessary a review and study of a suitable replacement for the present building; and

WHEREAS, through an arduous, unified effort by, not only the Administrator and his staff, but also with input from various consultants and an experienced architectural firm knowledgeable in the design and construction of present-day animal shelters, a location, design and estimated cost for a new animal shelter has been established; and

WHEREAS, County Council has received from both the staff and consultants the concept and cost of this capital expenditure, all as evidenced by the attached exhibits being attached hereto and incorporated herein by reference and, accordingly, Council has expressed its satisfaction and approval with the course of action as presented.

THEREFORE, BE IT RESOLVED, that the Lancaster County Council, having previously approved the construction of a new animal shelter as a top priority in the county's capital improvements; and, secondly, Council having approved the associated funding contingent upon a verifiable plan for location and design being established, now Lancaster County Council approves the consolidated plan of location, design and construction of the new animal shelter consistent with the documentation accompanying this Resolution and authorizes the Administrator and his staff to take all steps necessary and consistent with the county Procurement Code to commence the process in the design, construction and funding of the facility.

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

Lancaster Animal Shelter
Total Estimated Project Budget

8.17.18

I. TOTAL ESTIMATED CONSTRUCTION COST

\$2,350,788

A.1 Building Construction	\$1,894,728
A.2 Sitework	\$456,060

Construction cost does NOT include Add Alternate Kennel wings
Vetted with 2 GCs, a site contractor, and 5 additional subcontractors
Construction cost with 10% contingency = \$2,585,867
(Contingency added to full cost below)

II. TOTAL ESTIMATED FF&E (Fixtures, Furnishings and Equipment D.1 - E.9)

\$160,000

D.1 Animal Equipment	\$150,000
D.2 Furniture	\$0
D.3 Signage	\$5,000
E.1 Building Security System	\$0
E.2 Telephone System	\$0
E.3 Voice & Data Cabling	\$5,000
E.4 Audio Visual Equipment	\$0
E.5 Computer Hardware & Software	\$0
E.6 Other	\$0

Reuse existing

Construction cost includes rough-in only

Construction cost includes rough-in only

Budget assumes that all office, medical, and cleaning equipment will move to the new facility.

III. TOTAL ESTIMATED PROFESSIONAL COMPENSATION (F.1 - F.5)

\$134,053

F.1 Pre Design Services	
a. Road Map	\$0
b. Existing Facility Assessments	\$0
c. Existing Facility Documentation	\$0
d. Programming	\$16,689
e. Community Meetings (1 for each location)	\$0
F.2 Architecture and Engineering Basic Design Services	
a. Arch, MEP, Structural and Civil Engineering	\$117,364
F.3 FF&E Design Services	
a. Not Included	\$0
F.4 Additional Services	
a. Sustainability Consulting	\$0
b. Landscape Architecture	\$0
c. Cost Estimating	\$0
d. Acoustic Consultant	\$0
e. Lighting Consultant	\$0
f. A/V, Technology, Low Voltage Consultant	\$0
g. Security Consultant	\$0
h. Other	\$0

Actual cost

Actual cost

IV. TOTAL ESTIMATED OWNER'S EXPENSES (G.1 - G.3)

\$19,000

G.1 Pre-Design Phase Expenses	
a. Land Acquisition Cost	\$0
b. Site Survey	\$0
c. Environmental Studies	\$0
d. Hazardous Material Assessments & Abatement	\$0
e. Commissioning Agent	\$0
f. Other	\$0
G.2 Design & Construction Phase Expenses	
a. Geotechnical Testing	\$4,000
b. Special Inspections Req'd by IBC	\$15,000
c. Erosion Control Inspections if Req'd by County	\$0
d. Other	\$0
G.3 Post Construction Expenses	
a. Moving Costs	\$0
b. Other	\$0

Actual cost

V. SUBTOTAL ESTIMATED PROBABLE PROJECT COST

\$2,663,841

VI. DESIGN AND CONSTRUCTION CONTINGENCY

10% of I.

\$235,079

Contingency applied to Construction Cost only

VII. TOTAL ESTIMATED PROBABLE PROJECT COST

\$2,898,919



mcmillan | pazdan | smith
ARCHITECTURE

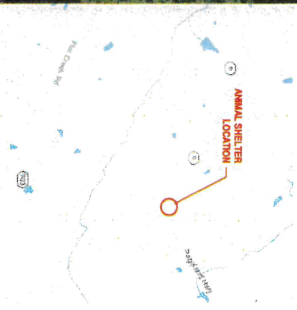


Keck & Wood, Inc.

LANCASTER ANIMAL SHELTER
LANCASTER, SC



SITE RENDERING





mcmillan | pazdan | smith
ARCHITECTURE



Kee & Wood, Inc.

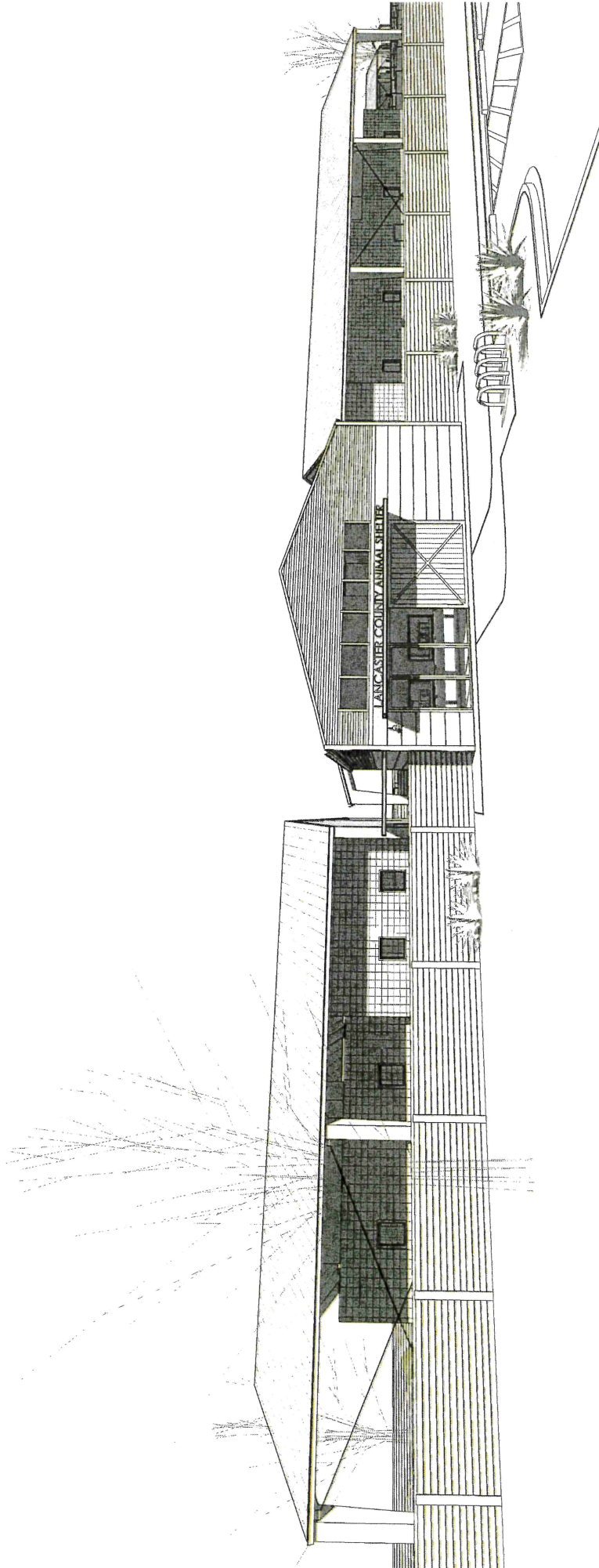
- INTAKE + HOLDING ANIMALS
- MEDICAL
- OFFICE + SUPPORT
- ADOPTION ANIMALS
- PUBLIC SPACE



LANCASTER ANIMAL SHELTER
LANCASTER, SC



DIAGRAMMATIC PLAN



STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1525

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE A TOTAL OF ± 1.37 ACRES OF PROPERTY OWNED BY TRANSFORMATION CHURCH, LOCATED AT 8984 & 8996 CHARLOTTE HIGHWAY FROM MX, MIXED-USE DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property located at 8984 & 8996 Charlotte Highway from MX, Mixed-Use District to GB, General Business District.

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	July 16, 2018	Passed 6-1
Second Reading:	August 13, 2018	Passed 6-0
Third Reading:	August 27, 2018	

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(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	Passed 6-0
Public Hearing:	August 27, 2018	
Third Reading:	August 27, 2018	

Exhibit A to Ordinance No. 2018-1526

**Special Source Revenue Credit Agreement
Lancaster County, South Carolina and Synergy Steel Holdings, Inc.**

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

AMONG

LANCASTER COUNTY, SOUTH CAROLINA

AND

SYNERGY STEEL HOLDINGS, INC.

AND

GOLDEN SPIKE, LLC

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; SYNERGY STEEL HOLDINGS, INC., a South Carolina corporation (the “Company”); and GOLDEN SPIKE, LLC, 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 Synergy Steel Holdings, Inc., 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 Golden Spike, LLC, 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.

(d) For purposes of this Section 4.2 and Section 4.3, "year" means the twelve month period January 1 through December 31 and the "first year of the Project" means the year for which Payments-in-Lieu-of Taxes are due and payable on or before January 15, 2020.

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 year of the Project, (ii) to have employed in Qualified Full-Time Jobs an average of not less than twenty-five (25) during the second year of the Project, (iii) to have employed in Qualified Full-Time Jobs an average of not less than forty (40) during the third through tenth year of the Project.

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.

(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:

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

$$20\% \times \$50,000.00 = \mathbf{\$10,000}$$

(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 Effective 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:

Synergy Steel Holdings, Inc.
1312 Camp Creek Road
Lancaster, SC 29720

With a copy to:

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward Kluiters
1320 Main Street, 17th Floor
Columbia, SC 29211

If to Landlord:

Golden Spike, LLC
c/o Fab Fours
2213 Industrial Park Road
Lancaster, SC 29720

To the County:

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

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

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

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

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

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

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

SECTION 9.5 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or

terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, SYNERGY STEEL HOLDINGS, INC., and GOLDEN SPIKE, LLC, 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

SYNERGY STEEL HOLDINGS, INC.

By: _____

Name: _____

Title: _____

GOLDEN SPIKE, LLC

By: _____

Name: _____

Title: _____

The Lancaster News

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

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

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held in the Council Chambers of the County Council, County Administration Building, 101 N. Main Street, 2nd floor, Lancaster, SC 29721, at 6:00 p.m. on August 27, 2018, in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "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." Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.

241-92-1F-NelsonMullins-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *August 3, 2018.*


Notary Public of South Carolina

My Commission Expires
January 13, 2021

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1530

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 (SYNERGY STEEL HOLDINGS, INC., GOLDEN SPIKE, LLC).

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 Synergy Steel Holdings, Inc., and Golden Spike, LLC, property, previously identified as 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. 2018-05, enacted on August 1, 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 TO 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	Passed 6-0
Public Hearing:	August 27, 2018	
Third Reading:	August 27, 2018	

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The Lancaster News

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

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

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held in the Council Chambers of the County Council, County Administration Building, 101 N. Main Street, 2nd floor, Lancaster, SC 29721, at 8:00 p.m. on August 27, 2018, in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: "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)."

Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.

242-92-1F-NelsonMullins-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of *August 3, 2018.*

Benita G. Gunders

Notary Public of South Carolina

My Commission Expires
January 13, 2021

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1531

AN ORDINANCE

TO AUTHORIZE AND APPROVE A SECOND MASTER MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY; TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN LANCASTER COUNTY.

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) the County is authorized by art. 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 ("multi-county parks");

(2) the County and Chesterfield County currently have a master multi-county park arrangement in place, more specifically, the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, with Exhibits Updated Through April 4, 2018; and

(2) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a second master multi-county park agreement with Chesterfield County for properties in Lancaster County and properties in Chesterfield County (the "Park").

Section 2. Approval of Second Master Agreement; Authority of Officials.

(A) The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver a Second Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina (the "Second Master Agreement"). The Clerk to Council is authorized to attest the execution of the Second Master Agreement by the County officials. The form of the Second Master Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Second Master

Agreement are incorporated into this ordinance as if the Second Master Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Second Master Agreement and all of its terms, provisions and conditions. The Second Master Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Second Master Agreement.

(B) Prior to the execution of the Second Master Agreement, as provided in Section 2(A) of this ordinance, the Council Chair and Council Secretary are authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if the property is inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park .

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Second Master Agreement. With respect to properties located in the Lancaster County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Lancaster County. That portion of such fee allocated pursuant to the Second Master Agreement to Chesterfield County shall be thereafter paid by the Treasurer of Lancaster County to the Treasurer of Chesterfield County within forty-five (45) business days of receipt for distribution in accordance with the Second Master Agreement. With respect to properties located in the Chesterfield County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Chesterfield County. That portion of such fee allocated pursuant to the Second Master Agreement to Lancaster County shall thereafter be paid by the Treasurer of Chesterfield County to the Treasurer of Lancaster County within forty-five (45) business days of receipt for distribution in accordance with the Second Master Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff's Department of Lancaster County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. If any of the Park properties located in either Lancaster County or Chesterfield County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Lancaster County portion of the Park to be retained by Lancaster County shall be distributed within Lancaster County in accordance with this subsection:

(1) First, unless Lancaster County elects to pay or credit the same from only those revenues which Lancaster County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Lancaster County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Lancaster County, to pay for, or reimburse Lancaster County for, any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Lancaster County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable but without regard to exemptions otherwise available pursuant to Section 12-37-220, Code of Laws of South Carolina 1976, as amended, for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

(c) Revenues generated from industries or businesses located in the Chesterfield County portion of the Park shall be retained by Lancaster County.

Section 7. Conflicting Provisions.

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

Section 8. 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 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie M. Simpson, Clerk to Council

First Reading:	August 27, 2018	
Second Reading:	September 10, 2018	(Tentative)
Public Hearing:	September 24, 2018	(Tentative)
Third Reading:	September 24, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1531

**Second Master Multi-County Park Agreement
between
Chesterfield County, South Carolina and Lancaster County, South Carolina**

See attached.

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Second Master Multi-County Park Agreement

between

Chesterfield County, South Carolina and Lancaster County, South Carolina

_____, 2018

This SECOND MASTER MULTI-COUNTY PARK AGREEMENT is made and entered into as of the _____ day of _____, 2018, by and between CHESTERFIELD COUNTY, SOUTH CAROLINA ("Chesterfield County") and LANCASTER COUNTY, SOUTH CAROLINA ("Lancaster County") (collectively, Chesterfield County and Lancaster County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Second Master Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Second Master Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Chesterfield County and Lancaster County agree as follows:

1. Effective Date. This Second Master Agreement is effective at 12:00 a.m. (midnight), _____, 2018 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Lancaster County authorized and approved this Second Master Agreement by passage of Ordinance No. 2018-_____ and Chesterfield County authorized and approved this Second Master Agreement by passage of Ordinance No. 2018-19-_____.

3. Purpose. The purpose of this Second Master Agreement is to (i) provide for the establishment of a multi-county park in accordance with the MCP Law consisting of multiple properties located in each county, (ii) encourage the investment of capital and the creation of jobs in Lancaster County and Chesterfield County, and (iii) to provide a simple process for the two counties to use the multi-county park mechanism as a tool to recruit new business and industry to locate in the respective counties and to encourage the expansion of existing business and industry.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Second Master Agreement (the "Park").

5. The Park. (A) Location. The Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster County) to this Second Master Agreement, and property located in Chesterfield County, as further identified in Exhibit B (Chesterfield

County), to this Second Master Agreement. The Park may consist of non-contiguous properties within each county.

(B) *Addition and Removal of Property.*

(1) *County Action Required.* Property may be added to the Park by ordinance of the county in which the subject property is located and resolution of the non-host county. Property may be removed from the Park by ordinances of both counties.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Second Master Agreement is deemed amended and a revised Exhibit A (Lancaster County) or Exhibit B (Chesterfield County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Second Master Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park ("Fee in Lieu of Taxes" or "FILOT").

7. Allocation of Expenses. Lancaster County and Chesterfield County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	100%
(2)	Chesterfield County	0%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	0%
(2)	Chesterfield County	100%

8. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Lancaster County portion of the Park:

(1)	Lancaster County	99%
(2)	Chesterfield County	1%

If property is in the Chesterfield County portion of the Park:

(1)	Lancaster County	1%
(2)	Chesterfield County	99%

9. Revenue Allocation Within Each County. (A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Lancaster County and to Chesterfield County, as applicable, according to the proportions established by Paragraph 8 of this Second Master Agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County.* Revenues allocable to Lancaster County by way of FILOT generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of FILOT generated within Lancaster County shall be distributed solely to Chesterfield County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of those agreements shall be at the sole

discretion of Lancaster County. The Parties further agree that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of those agreements shall be at the sole discretion of Chesterfield County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Second Master Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Chesterfield County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Chesterfield County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Lancaster County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Lancaster County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Chesterfield County is vested with the Sheriff's Department of Chesterfield County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Lancaster County is vested with the Sheriff's Department of Lancaster County. If any of the Park properties located in either Chesterfield County or Lancaster County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Second Master Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Second Master Agreement.

15. Amendments. The provisions of this Second Master Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Second Master Agreement are inserted for convenience only and do not constitute a part of this Second Master Agreement.

17. Governing Law. This Second Master Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Second Master Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Second Master Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Second Master Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Lancaster County nor Chesterfield County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Second Master Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Second Master Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination. (A) *Duration and Renewal.* This Second Master Agreement commences on the Effective Date and ends on December 31, 2068, *provided*, that this Second Master Agreement is automatically extended for a renewal term of ten (10) years, and for not more than a total of five (5) ten (10) year renewal terms, unless either Lancaster County or Chesterfield County gives written notice to the other not less than one hundred eighty (180) days prior to the end of the applicable term that the party objects to the extension of this Second Master Agreement. If either county gives written notice to the other of its objection to the extension of this Second Master Agreement, then the county in which the real property is located shall give notice of the termination of this Second Master Agreement to the owner of the real property and, if applicable, the lessee of any real property, located within the Park in that county not less than ninety (90) days prior to the end of the applicable term and the notice shall be provided in the manner set forth in subparagraph (B)(3) of Paragraph 5 of this Second Master Agreement.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Second Master Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Second Master Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

(Seal)

ATTEST:

Sherrie M. Simpson, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Al Johnson
Chair, County Council

ATTEST:

Betty M. Boswell
Clerk to Council

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EXHIBIT A (Lancaster County)

Lancaster County Property

NONE

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EXHIBIT B (Chesterfield County)

Chesterfield County Property

_____, 2018

(Effective _____, 2018)

Project Coconut

Tax Map No.

Project Coconut

Owner

Project Coconut

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LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Tim Hallman County Council District 3

Mailing Address _____ City/Zip Lancaster, SC

Street Address _____ Registered Voter yes ☒ no ☐

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

Email: Tim.hallman@corporum.com

Occupation City Executive Place of employment Corporum

Address 703 - N. White Street, Lancaster, SC Normal working hours 8 - 5
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Joint Recreation Commission 2nd choice _____

3rd choice _____

Reason for interest Recreation is vital to the health of our community

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

I have served as a coach, mentor, and worked with many community events. My financial and business background is well served to this commission. I have a Bachelor degree from USC and was a collegiate athlete.

Do you presently serve any State, County or Municipal Boards? yes If yes, list LCJRC

Have you ever served on a county board? yes If yes, list LCJRC

Additional pertinent information

Applicant's signature Tim Hallman Date 5/12/2017

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

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Emilia Abbott County Council District 4
Mailing Address _____ City/Zip 29720
Street Address _____ Registered Voter yes ☒ no ☐
Tel. Number (home) _____ (work) _____ (other) _____
Email: Jimmy @ abbottrehab.com
Occupation PT Place of employment Abbott Rehab Center
Address 1318 Hwy 9 Bypass West Normal working hours
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)
Name of Board or Commission in which you are interested
1st choice Recreation Advisory Board 2nd choice _____
3rd choice _____
Reason for interest _____

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

BS in PT & Masters in Health Science from MUSE
Business owner in Lancaster & served on JRC. Very
active in community improvement.

Do you presently serve any State, County or Municipal Boards? ☒ If yes, list JRC

Have you ever served on a county board? _____ If yes, list _____

Additional pertinent information _____

Applicant's signature Emilia Abbott Date 8-22-18
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

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

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name LESTER G. BELK County Council District 5
Mailing Address _____ City/Zip LANCASTER, 29720
Street Address _____ Registered Voter yes ☒ no ☐
Tel. Number (home) _____ (work) _____ (other) _____
Email: LESRO @ COMFORUM.NET
Occupation RETIRED Place of employment _____
Address _____ Normal working hours _____
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice RECREATION COMMISSION 2nd choice _____

3rd choice _____

Reason for interest ALWAYS INTERESTED IN GIVING BACK TO THE COMMUNITY.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) I AM A HIGH SCHOOL GRADUATE, AND ATTENDED VOL TECH FOR 1 YR. HAVE HAD LEADERSHIP & SUPERVISORY TRAINING COURSES. WORK IN VARIOUS SUPERVISORY & MANAGEMENT POSITIONS OVER A 25 YR. PERIOD. COACHED AND MANAGED TEAMS AT VARIOUS LEVELS.
Do you presently serve any State, County or Municipal Boards? NO If yes, list _____

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

Additional pertinent information COACHED YOUTH AND ADULTS.

Applicant's signature L. G. Belk Date 3-2-12
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Martin B. Tiller, Jr. County Council District 6th

Mailing Address _____ City/Zip Kershaw, SC 29067

Street Address same Registered Voter yes ☒ no ☐

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

Email: ktiller@comparium.net

Occupation retired Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice Recreation Advisory Board 2nd choice _____

3rd choice _____

Reason for interest experience w/recreation (athletics) through coaching and public high school administration

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

43 yrs. education - teaching, coaching, administration
(former) president SC High School League

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

Have you ever served on a county board? * previously on Recreation Commission
If yes, list _____

Additional pertinent information

Applicant's signature Martin B. Tiller, Jr. Date 8-15-18

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

Agenda Item Summary

Ordinance # / Resolution#:	Resolution 1010-R2018
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	August 27, 2018

Issue for Consideration:

Withdraw Resolution 1010-R2018.

Points to Consider:

At the last I&R meeting we learned from NCDOT that this project would not proceed until 2021 at the earliest.

We also learned that CSX could simply install the second track as they have existing right of way and leave the Hector Road crossing open. They would like to see it closed for safety reasons but it is not crucial for the overall project.

Funding and Liability Factors:

N/A – any funding would come from NCDOT and CSX.

Council Options:

Approve or reject the request to withdraw the Resolution.

Staff Recommendation:

Since this project is years in the future at this point we would like to withdraw the Resolution so it is not left open and hanging.

The following motion would need to be made:

MOTION: That Resolution 1010-R2018 be recalled from the I&R Committee for the purpose of allowing staff to withdraw the Resolution from further consideration at this time.

Committee Recommendation:

I&R received this as information only since the project is not yet finalized by NCDOT.

**STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER**

RESOLUTION NO.: 1010-R2018

A RESOLUTION

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED.

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council



Subject: GOLD Program
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on Agenda: August 27, 2018

Issue for Consideration:

The number one issue limiting economic development in Lancaster County is the lack of attractive industrial and commercial properties. The Lancaster County Department of Economic Development (LCDED) has an inventory of properties that are presented to prospective businesses seeking to locate or expand in the county; however, in many cases these properties do not have the due diligence, site work or infrastructure availability that allows them to be more competitive options. Additionally, the county has a shortage of available industrial buildings to meet the needs of manufacturers. Lancaster County's industrial and commercial property situation has reached a crisis as neighboring counties have developed spec buildings to satisfy industrial demand, extended infrastructure to industrial areas and have completed the due diligence work for many industrial properties.

LCDED is proposing the establishment of the Generating Opportunities for Land Development (GOLD) Program to address this critical economic development need. The GOLD Program would work as follows:

Key Highlights

- The Lancaster County GOLD Program would provide a funding mechanism for Lancaster County to develop industrial and office product in order to attract new investments and jobs.
- GOLD funds could be used for utility upgrades, site acquisition and development, and speculative building construction.
- GOLD would reinvest new property tax revenues from successful economic development projects into real estate development projects, while keeping the various taxing entities whole or slightly better during the first three years of a project.

Funding

- GOLD would be applied to those economic development projects that will receive a FILOT.
- Under the current property tax distribution policy, when a business makes its property tax payment to Lancaster County the money received is distributed to the various taxing entities which include Lancaster County Government, Lancaster County Public Schools, University of South Carolina-Lancaster and City of Lancaster or Kershaw if located within an incorporated areas. The distribution to each entity corresponds to their portion of the millage.
- Under GOLD, the taxing entities of Lancaster County, USC-Lancaster and Municipality (if applicable) would receive for the first three years of a FILOT, the same or a slightly higher amount of revenue then what they received from the project or that location prior to the project being placed in service and after all property tax incentives are credited to the project. LCDED's recommendation is that the

Lancaster County School District receive 50% of the new property tax revenues generated after accounting for all property tax incentives are credited to the project; however, we have received feedback from several of our economic development partners and there is strong sentiment that every taxing entity should defer 100% of the new property tax revenues for three years.

- All deferred new property tax revenues would be directed into GOLD.
- When an existing multi county park situation restricts the use of funds from all taxing entities from being directed to GOLD and no adjustments by county council can be made to this, then only the county portion of revenues received would be applied.
- GOLD Funds would appropriated annually by County Council when setting budget; however, under special circumstances LCDED may make bring to the council funding requests for consideration throughout the year.
- In no case will revenues already making its way into the system be eligible for the GOLD Program. Only new revenues are eligible.

Use of Funds for Projects

GOLD funds could be used for the following:

- 50% of the cost of public infrastructure to serve a specific economic development project or the preparation of a location or area for future economic development projects.
- 50% of the costs of due diligence or site development of a private or municipal owned industrial and office property (land).
- 100% of the costs for county property purchases and/or site development.
- 50% of the costs of a public/private or municipal owned spec building.
- 100% of the costs of a county owned spec building.

Selection of Projects for Funding

- LCDED would present the projects to the Lancaster County Economic Development Advisory Board (EDAB) which would review and make recommendations for approval.
- LCDED would present these projects, along with the EDAB recommendations to the County Council for approval during the county's budget process.
- Under special circumstances where the use of GOLD Funds may be used an incentive for projects, LCDED may make bring to County Council these requests for consideration throughout the year.

Points to Consider:

Lancaster County Council needs to address this pressing economic development issue quickly and options are limited. The GOLD Program allows successful economic development efforts to reinvest into additional economic development that will increased county, school, municipal and other revenues in the future. If nothing is done to address the county's position in regards to available industrial and commercial real estate product, Lancaster County will fall further behind its instate, regional and national competitors, thus placing it at a significant disadvantage when trying to attract new industrial development, jobs and investments.

Funding and Liability Factors:

The County, USC-Lancaster and Municipalities will not receive for three years new revenues generated through the fee agreements for some new economic development projects when they come onto the tax role. The Lancaster County School District will receive 50% of the new revenues for the first three years for these projects

Council Options:

Vote to approve or decline the GOLD Program.

Recommendation:

Approve the GOLD Program.

Projected Three Year GOLD Program Funding for 2017 LCDED Projects

<u>Project</u>	<u>Investment</u>	<u>New Revenue</u>	<u>County Revenue</u>	<u>School Revenue</u>	<u>USC-L Revenue</u>	<u>GOLD Program</u>
Red Ventures	\$136,000,000	\$3,542,256	\$12,060	\$1,239,790	\$861	\$2,289,545
CompuCom	\$36,000,000	\$975,564	\$29,112	\$341,447	\$2,079	\$602,926
Movement	\$18,500,000	\$501,333	\$21,922	\$175,467	\$1,566	\$302,378
TOTAL	\$190,500,000	\$5,019,153	\$63,094	\$1,756,704	\$4,506	\$3,194,849

Identified GOLD Program Projects Using 2017 LCDED Project Funding

<u>Project</u>	<u>Activity</u>	<u>Estimated Cost</u>
Lancaster Business Park	16 Acre Graded and Pad Ready Site	\$560,000 - \$700,000
Lancaster Air Rail Park	22 Acre Graded and Pad Ready Site	\$1,360,000 - \$1,700,000
Lancaster Air Rail Park	10 Acre Graded and Pad Ready Site	\$560,000 - \$700,000
TOTAL		\$2,480,000 - \$3,100,000

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Sheriff Barry Faile

Department: Sheriff's Office – Request for Equipment for the new School Resource Officer positions

Date Requested to be on Agenda: Next Available

Issue for Consideration: Sheriff Faile would like to request equipment for the new School Resource Officer Positions, which were approved after the 2018-2019 budget was approved.

Points to Consider: The SRO positions are in place for the new school year, 2018-2019

Funding and Liability Factors:

Requesting funding for all equipment and uniform items that are required for a law enforcement officer to effectively Perform job duties. (Sheriff Faile is not requesting vehicles)

Computer, Radio (WT only), uniforms, duty gear, law enforcement gear, taser, body worn camera – list of cost To be provided.

Council Options: Sheriff Faile is requesting consideration of funding for the cost of 5 new school resource officer Positions to be placed through Lancaster County Middle and High Schools, beginning the 2018-2019 school year.

Recommendation: N/A

Item	Vendor	Cost per item	Notes
Computer	CDW	\$1,292.87	
Radio WT Only	Motorola	\$5,716.22	
Uniforms	Reads	\$772.25	accounts for 3 LS, 3SS, 3 uniform pants and other uniform items
Duty Gear (holster, belt, pouches, flashlight, and Vest)	Craig's	\$1,137.37	
LEO Gear (firearms, OC spray, handcuffs, taser holser)	Craig's	\$1,191.67	
Taser	Axon	\$964.05	
Body Worn Camera	Watch Guard	\$1,255.00	
Total for 1 SRO		\$12,329.43	
Total for 5 new SRO positions		\$61,647.15	
Based on most recent price lists. Does not include oversize charges.			

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	August Public Safety Committee meeting August 27 th Council meeting

Issue for Consideration:

2018 JAG (Justice Assistance Grant).

Points to Consider:

The JAG grant program is a federal block grant program through the Department of Justice. This non-competitive grant program provides funding to be used for programs and equipment at the discretion of the Chief Law Enforcement Official in the jurisdiction.

This year Sheriff Barry Faile proposes to use the funds to acquire equipment as outlined on the attached page.

One of the grant requirements is that the public have an opportunity to comment (not a full public hearing; just the opportunity to comment) at a Council meeting. Traditionally the Chair has simply opened the floor for comments when this comes up on the agenda.

Funding and Liability Factors:

This is a 100% grant with no local match.

The grant amount is \$21,539.

Council Options:

No action is required by the Public Safety Committee or County Council. This is presented as information so that Council is aware of the grant.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Program Narrative

Like many other agencies across South Carolina and the nation, the Lancaster County Sheriff's Office has been impacted by the tough current economic conditions and the increase of crime. As we are all aware, the need for more officers on the street is at an all-time high. With that need comes more equipment and "tools" to provide to those officers to perform their duties. The state and federal government continues to mandate local law enforcement to perform more and more functions and as a result, the Lancaster County Sheriff's Office has been forced to do more with less. These circumstances have forced the Sheriff's Office to reduce from its budget much needed equipment. Below is a list of equipment needs, which will be obtained with the funds by this grant.

Desktop Computers:

Desktop Computers will be purchased with these funds. The main goal to achieve with the purchase of these is to provide staff with the needed equipment to be efficient. These desktops will be used throughout the building in different locations. Having desktops available will enable various staff members to process reports, photos for reports and video editing that goes along with police reports that we receive daily.

Equipment Sets for Patrol Officers:

We will use these funds to purchase new "sets" of equipment for our newly hired officers. These sets will contain the basic equipment that the officer will need when being placed on the street to fight crime. These sets will include handcuffs, OC spray, flashlight, raincoat, safety traffic vest, firearm holster, OC spray holder, taser holder, baton and baton holder and a magazine (ammo) holder. All of these items will be used for officer safety while on patrol. Having funds to purchase these items will assist in making all officers uniformed in the same gear. Having equipment that is new and not worn out is a safety issue that this funding will alleviate.

In conclusion, it is with great appreciation that these direct grant funds are being made available to the Lancaster County Sheriff's Office. These funds will be used to purchase much needed equipment so that we can provide efficiency to the officers and our citizens. Protecting and serving our citizens and officer safety is a priority that we strive to meet on a daily basis.

Jag Grant BUDGET

2018

Equipment sets for patrol officers \$7,500

Set to include: firearm holster, handcuff and handcuff case, OC and OC holder, magazine holder, belt keepers, taser holster, baton and baton holder, duty belt, flashlight and cone, rain coat, and traffic safety vest.

Desktop computers \$14,039

Computer to include: desktop computer, MS Windows, MS Office, monitors (2), mount, VGA cable, external cd/dvd drive, ups brick

Total: \$21,539

Agenda Item Summary

Discussion and Action item: Transfer of County Property

Contact Person: Steve Willis

Department: County Administrator

Date Requested to be on Council Agenda: August 27, 2018

(Favorable consideration by the Administration Committee)

Issue for Consideration: Whether or not it is appropriate for Lancaster County to convey gratuitously to the Katawba Valley Land Trust (KVLTL) three (3) parcels of real property?

Points to Consider: Lancaster County is the owner of two parcels of real property associated with this potential transaction and the Forfeited Land Commission is the owner of the third parcel. The parcels, contiguous to one another, are identified as 1) 0068J-0C-024.00; 2) 0068J-0C-01 and 3) 0068J-0C-025.00 – supporting documentation for all three parcels accompanying this Agenda Item Summary, including a map of the area. The KVLTL Board has voted to accept these Pardue Street properties.

Funding and Liability Factors: The Grantor (Lancaster County) and the Grantee (KVLTL) will share equally any costs associated with the conveyances.

Recommendation: The Administrator recommends a favorable consideration by the Administration Committee.



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

June 14, 2018

Dear Mr. Willis,

Thank you for your informing the Katawba Valley Land Trust (KVLT) that the County may have an interest in donating properties on Pardue Street in Lancaster, South Carolina. I have inspected the properties, and they would make a valuable addition to lands owned by the Katawba Valley Land Trust (KVLT). As you know, these properties are wetlands and in the floodplain. In our ownership, they will continue to provide ecological benefits to Hannah's and Gills Creek drainages and provide undisturbed habitat for a diversity of plants and animals. For those reasons, these properties will continue to benefit residents of Lancaster County.

I am pleased to inform you the KVLT Board voted on June 12, 2018, to accept these donations. This letter serves to formally express our interest in and intent to accept the donation of these properties, which are described as:

Parcels 0068J-0C-024.01 and 0068J-0C-025.00 owned by Lancaster County; and Parcel 0068J-0C-024.00 owned by Elvin Wright on the FLC.

When accepting a fee simple property donation, it is the policy of KVLT to request that the donor pay at least half of the costs for the fee-simple transaction. **If the County would prepare the deed, I think we are willing to cover the remaining costs of closing.**

Thank you again for your most generous offer. If you have any questions, don't hesitate to call.

Sincerely,

Richard W. Christie

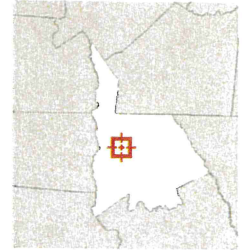
Executive Director, Katawba Valley Land Trust

Cc: Mr. Mark Grier





Overview



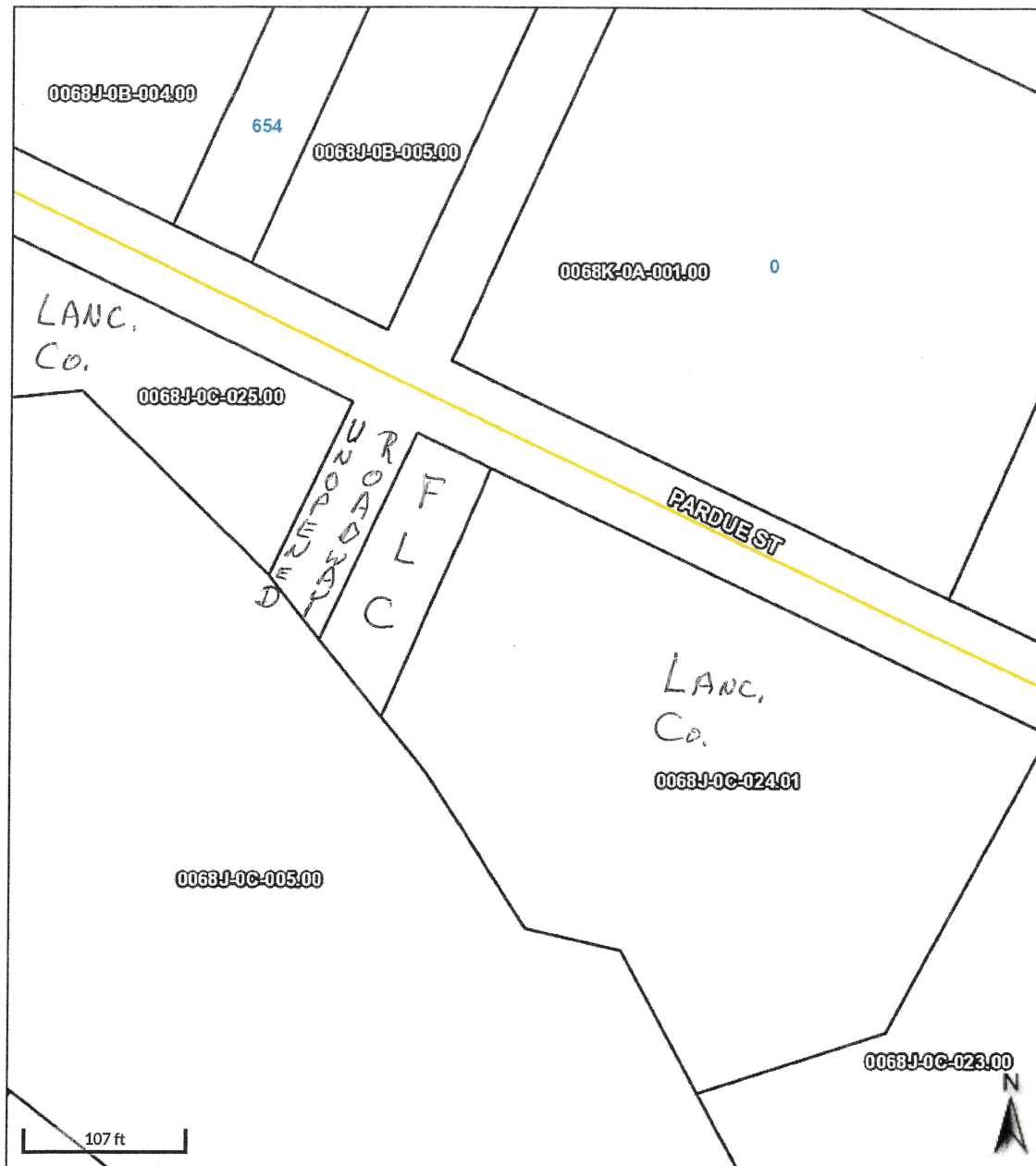
Legend

- Address Numbers
- Parcel Numbers
- Parcels
- Roads
- Railroad

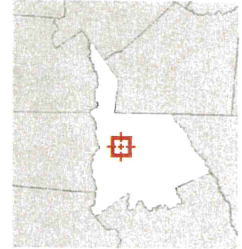
Date created: 6/20/2018
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Overview



Legend

- Address Numbers
- Parcel Numbers
- Parcels
- Roads
- Railroad

Date created: 6/20/2018
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Parcel Summary

Parcel ID 0068J-0C-024.00
 Account # 9154
 Millage Group 01 - County - County - (1)
 Land Size 56 AC
 Utilities
 2017 Tax Rate
 Location Address PARDUE CIRCLE, Lancaster
 Acres/Lots 56.000
 Zoning
 (Note: Not to be used on legal documents)
 Neighborhood 35
 Property Usage Land Only (NLN)
 Plat Book/Page 0018/0155
 Block # / Lot # 1/D

Owner Information

WRIGHT ELVIN D
 1273 LYNWOOD DRIVE
 LANCASTER SC 29720

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
LandOnly (NLN)	56.00	FRONT FEET	SITE	0	0	\$0

Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
6/1/1986	\$100		K007	0280	Qualified	Improved	SOUTHEASTERN REAL ESTATE FACTORS	

Assessed Values

	2017	2016	2015
Market Land Value	\$1,100	\$1,100	\$1,100
+ Market Improvement Value	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0
= Total Market Value	\$1,100	\$1,100	\$1,100
Taxable Land Value	\$1,100	\$1,100	\$1,100
+ Taxable Improvement Value	\$0	\$0	\$0
+ Taxable Misc Value	\$0	\$0	\$0
- Ag Credit Value	\$0	\$0	\$0
= Total Taxable Value	*\$1,100	*\$1,100	*\$1,100
Assessed Land Value	\$66	\$66	\$66
+ Assessed Improvement Value	\$0	\$0	\$0
+ Assessed Misc Value	\$0	\$0	\$0
= Total Assessed Value	\$66	\$66	\$66

*This parcel is subject to the value cap

No data available for the following modules: Commercial Building Information, Building Information, Mobile Home Information, Accessory Information, Photos, Sketches.

The data contained on this site is intended for information purposes only. It is based on the best information available at the time of posting and is not warranted. The data may not reflect the most current records.

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LANCASTER COUNTY
DELINQUENT TAX OFFICE
PO BOX 1809
LANCASTER, SC 29721

DATE: SEPTEMBER 20, 2010

TO: **WRIGHT ELVIN D**
1273 LYNWOOD DRIVE
LANCASTER SC 29720

FROM: DEBBIE HARDIN
LANCASTER COUNTY TAX COLLECTOR

RE: SALE OF PROPERTY FOR DELINQUENT TAXES

MAP # 0068J-0C-024.00 DISTRICT 01

ITEM# 09-04081

PARDUE CIRCLE

DB K007 0280

This letter is to advise you that the property listed above was sold at public auction for delinquent taxes on NOVEMBER 02, 2009.

Section 12-51-90 of the South Carolina Code of Laws provides that the defaulting taxpayer, any grantee from the owner or any mortgage or judgement creditor may redeem the above property within (12) months from the date of the delinquent tax sale by paying to this office delinquent taxes, penalties, and costs together with the appropriate percent of interest on the total bid price at the tax sale. If you wish to redeem the above described property, the redemption amount will be as listed below:

\$ 228.10	(03%) due on or before	FEBRUARY 03, 2010
\$ 234.75	(06%) due on or before	MAY 03, 2010
\$ 241.39	(09%) due on or before	AUGUST 03, 2010
\$ 248.04	(12%) due on or before	NOVEMBER 03, 2010

FINAL DATE TO REDEEM THE ABOVE PROPERTY IS ON/BEFORE NOVEMBER 03, 2010 !!!

If you fail to redeem the property by said date, a tax deed will be issued to the successful bidder.

No Checks!!! Money Order, Cashiers Check, or Cash Only.

ARTICLE NUMBER 7008 2810 0001 2609 **2006**

LANCASTER COUNTY TAX SALE RECEIPT

ITEM# 04081

DATE: 11/03/09

BIDDER# 0101

TAX MAP NUMBER 0068J-0C-024.00

FORFEIT LAND

TAXPAYER NAME WRIGHT ELVIN D

00000

AMOUNT PAID: 221.46

SIGNATURE HIGH BIDDER

DEBBIE HARDIN
TAX COLLECTOR

Retain This Copy For Refund Upon Redemption Of Property

DEBBIE C. HARDIN
PO BOX 1809
LANCASTER, SC 29721

DUPLICATE

DEBBIE C. HARDIN
PO BOX 1809
LANCASTER, SC 29721

ITEM# 04081	TAX MAP NUMBER 0068J-0C-024.00	DATE 11/03/2009
BIDDER# 0101		
FORFEIT LAND	REDEMPTION	ON/BEFORE
	AMOUNT	
00000	228.10	02/03/2010
	234.75	05/03/2010
	241.39	08/03/2010
BID AMOUNT PAID	248.04	11/03/2010
221.46		

Paid with ☐ CASH ☐ CHECK ☐ CREDIT CARD

SIGNATURE HIGH BIDDER

DEBBIE HARDIN
TAX COLLECTOR

114



Parcel Summary

Parcel ID 0068J-0C-024.01
 Account # 9155
 Millage Group 01 - County - County - (1)
 Land Size 2.23 AC
 Utilities
 2017 Tax Rate
 Location Address PARDUE CIRCLE, Lancaster
 Acres/Lots 2.230
 Zoning
 (Note: Not to be used on legal documents)
 Neighborhood 11
 Property Usage Exempt (EX)
 Plat Book/Page 0018/0155
 Block # / Lot # 2-4/D

Owner Information

LANCASTER COUNTY
 PO BOX 1809
 LANCASTER SC 29721

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
Exempt (EX)	2.23	ACRES	SITE	0	0	\$0

Commercial Building Information

Style / 00
 Gross Sq Ft
 Finished Sq Ft
 Perimeter
 Stories
 Interior Walls
 Exterior Walls
 Quality ()
 Roof Type
 Roof Material
 Exterior Wall1
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 0
 Year Remodeled
 Effective Year Built 0
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
TOTAL				

Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/7/2009	\$353	DEED	512	95	Unqualified - SOLD DOES NOT MATCH APPRAISAL RECORD	Improved	WRIGHT ELVIN D,	LANCASTER COUNTY
4/26/1987	\$200		P007	0244	Unqualified - TAX SALE	Improved	FORT LAWN DEV CO INC	

Assessed Values

	2017	2016	2015
Market Land Value	\$11,700	\$11,700	\$11,700
+ Market Improvement Value	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0
= Total Market Value	\$11,700	\$11,700	\$11,700
Taxable Land Value	\$11,700	\$11,700	\$11,700
+ Taxable Improvement Value	\$0	\$0	\$0
+ Taxable Misc Value	\$0	\$0	\$0
- Ag Credit Value	\$0	\$0	\$0

	2017	2016	2015
= Total Taxable Value	*\$11,700	*\$11,700	*\$11,700
Assessed Land Value	\$0	\$0	\$0
+ Assessed Improvement Value	\$0	\$0	\$0
+ Assessed Misc Value	\$0	\$0	\$0
= Total Assessed Value	\$0	\$0	\$0

*This parcel is subject to the value cap

No data available for the following modules: Building Information, Mobile Home Information, Accessory Information, Photos, Sketches.

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2009004858

DEED NO CHARGE
RECORDING FEES

\$0.00

PRESENTED & RECORDED:

04-07-2009 03:15 PM

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: CANDICE KIRKLEY DEPUTY

BK:DEED 512

PG:95-97

LANCASTER COUNTY ASSESSOR

Tax Map:

0068J 0C 024 01

TAX TITLE TO REAL ESTATE
(NOT A WARRANTY DEED)

RECORDED THIS 8th DAY
OF APRIL, 2009
IN BOOK O PAGE L-1

Charles A. Morgan

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Auditor, Lancaster County, S

WHEREAS, upon the expiration of the time allowed for the payment of property taxes in any year, the county Treasurer is required pursuant to Section 12-45-180 of the Code of Laws of South Carolina, 1976 as amended, to issue his tax execution to the officer authorized to collect delinquent taxes, assessments, penalties, and costs, for collection as provided in Chapter 51, Title 12 in said Code of Laws, requiring such officer to levy the execution by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, or property transferred by the defaulting taxpayer, the value of which generated all or part of the tax, to satisfy the taxes, assessments, penalties, and costs; and

WHEREAS, as provided in Section 12-51-40 et seq. of said Code of Laws, the officer authorized to collect delinquent taxes, assessments, penalties and costs, is required to mail a notice of delinquent property taxes, penalties, assessments and costs to the defaulting taxpayer and to any grantee of record of the property, and if the taxes remain unpaid thirty days from the date of mailing of the delinquent notice, such officer shall take exclusive possession of the property necessary to satisfy the payment of the taxes, assessments, penalties, and costs, and after due advertisement, sell the same at public auction at the Courthouse or other convenient place within the county on a set sales day within the hours for public sales as prescribed by law, for cash, and give a title to the purchaser if the property is not redeemed after notice of a period for redemption of the property from sale mailed to the defaulting taxpayer and to others entitled to notice thereof; and

WHEREAS, the property which is subject of this conveyance was sold at public auction by Lancaster County to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all after giving the required notices and complying in all other respects with applicable law; and the time allowed for redemption has expired; and

WHEREAS, the following information is included herein as required by law:

NAME of Defaulting Taxpayer: Elvin D. Wright

NAME of any Grantee of record of the property: n/a
(If applicable)

DATE of execution: March 17, 2007

DATE the subject property was posted and by whom:
n/a

DATES of mailing certified notice:

(1) May 11, 2007 Notice of delinquent property taxes, assessments, penalties and costs, which if not paid before a subsequent date the property will be duly advertised and sold

Mailed to: Elvin D. Wright
Received: May 18, 2007

(2) September 25, 2008 Notice that the property was sold for taxes and if not redeemed by paying taxes, assessments, penalties and costs and interest at the applicable rate in an amount specified on or before twelve months from the date of sale, a tax title will be delivered to the successful purchaser at the tax sale

Mailed to: Elvin D. Wright
Received: October 9, 2008

WHEREAS, the undersigned acting for Lancaster County, did on the 5th day of November, 2007, sell the within described property to Lancaster County the actual purchaser and highest bidder at such sale for the sum of Three Hundred Fifty Three and 60/100ths (\$353.60) Dollars being at least the amount of said taxes, penalties, costs and charges;

NOW, THEREFORE, I, Debbie C. Hardin, Delinquent Tax Collector, in the State and County aforesaid, for and in consideration of the sum of Three Hundred Fifty Three and 60/100ths (\$353.60), Dollars, to me in hand paid at and before the sealing of these presents by Lancaster County, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Lancaster County, his/her heirs, successors and assigns, the subject property which is described and identified as follows:

"All those certain pieces, parcels or lots of land lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, designated as Lots Number 2, 3 and 4 Block D as set out and shown on Plat of Survey made by Paul Clark, RLS, dated October, 1968 and recorded in Plat Book 18, at page 155, reference to which plat is craved for a more minute description."

Being a portion of the property conveyed to Elvin D. Wright by deeds recorded January 13, 1987 and April 26, 1988 in the Office of the Register of Deeds for Lancaster County in Deed Book V-6 at Page 45 and Deed Book P-7, at Page 244.

Tax Map Number: 068J-0C-024.01
Grantee's Address: P.O. Box 1809
Lancaster, SC 29721

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises mentioned unto the said Lancaster County, his/her heirs, successors and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina, in such cases made and provided.

WITNESS its Hand and Seal this 7th day of April, 2009.

WITNESSES:

COUNTY OF LANCASTER

Suzanne J. Adams
Jane Pyle

By: Debbie C. Hardin (Seal)
Debbie C. Hardin
Delinquent Tax Collector

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

Personally appeared before me Suzanne J. Adams and made oath that he/she saw the above named Delinquent Tax Collector for the County of Lancaster sign, seal and as his/her act and deed deliver the above Tax Title to Real Estate; and that he/she with Jane Pyle witnessed the execution thereof.

Sworn to before me this 7th
day of April, 2009

Suzanne J. Adams
Witness

Jane Pyle
Notary Public for South Carolina
My Commission Expires: 7-16-18



Parcel Summary

Parcel ID 00681-0C-025-00
 Account # 9157
 Millage Group 01 - County - County - (1)
 Land Size 1 AC
 Utilities
 2017 Tax Rate
 Location Address PARDUE CIRCLE, Lancaster
 Acres/Lots 1.000
 Zoning
 (Note: Not to be used on legal documents)
 Neighborhood 02A
 Property Usage Exempt (EX)
 Plat Book/Page 0018/0155
 Block # / Lot # 13-19/C

Owner Information

LANCASTER COUNTY
 PO BOX 1809
 LANCASTER SC 29721

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
Exempt (EX)	1.00	ACRES	SITE	0	0	\$0

Commercial Building Information

Style / 00
 Gross Sq Ft
 Finished Sq Ft
 Perimeter
 Stories
 Interior Walls
 Exterior Walls
 Quality ()
 Roof Type
 Roof Material
 Exterior Wall1
 Exterior Wall2
 Foundation
 Interior Finish
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type
 Year Built 0
 Year Remodeled
 Effective Year Built 0
 Condition

Code	Description	Sketch Area	Finished Area	Perimeter
TOTAL				

Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/7/2009	\$1,853	DEED	512	101	Qualified	Improved	WRIGHT ELVIN D,	LANCASTER COUNTY
1/7/1987	\$58		U006	4500	Qualified	Improved		

Assessed Values

	2017	2016	2015
Market Land Value	\$35,000	\$35,000	\$35,000
+ Market Improvement Value	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0
= Total Market Value	\$35,000	\$35,000	\$35,000
Taxable Land Value	\$35,000	\$35,000	\$35,000
+ Taxable Improvement Value	\$0	\$0	\$0
+ Taxable Misc Value	\$0	\$0	\$0
- Ag Credit Value	\$0	\$0	\$0
= Total Taxable Value	*\$35,000	*\$35,000	*\$35,000
Assessed Land Value	\$0	\$0	\$0

	2017	2016	2015
+ Assessed Improvement Value	\$0	\$0	\$0
+ Assessed Misc Value	\$0	\$0	\$0
= Total Assessed Value	\$0	\$0	\$0

*This parcel is subject to the value cap

No data available for the following modules: Building Information, Mobile Home Information, Accessory Information, Photos, Sketches.

The data contained on this site is intended for information purposes only. It is based on the best information available at the time of posting and is not warranted. The data may not reflect the most current records.

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2009004860

LANCASTER COUNTY ASSESSOR

DEED NO CHARGE
RECORDING FEES

\$0.00

Tax Map:

0068J 0C 025 00

PRESENTED & RECORDED:

04-07-2009 03:19 PM

STA

JOHN LANE

REGISTER OF DEEDS

LANCASTER COUNTY, SC

By: CANDICE KIRKLEY DEPUTY

COI

BK:DEED 512

PG:101-103

TAX TITLE TO REAL ESTATE
(NOT A WARRANTY DEED)RECORDED THIS 8th DAY
OF APRIL, 2009
IN BOOK O PAGE L-1*Cheryl A. Morgan*

TO ALL WHOM THESE PRESENTS MAY CONCERN:

Auditor, Lancaster County, S

WHEREAS, upon the expiration of the time allowed for the payment of property taxes in any year, the county Treasurer is required pursuant to Section 12-45-180 of the Code of Laws of South Carolina, 1976 as amended, to issue his tax execution to the officer authorized to collect delinquent taxes, assessments, penalties, and costs, for collection as provided in Chapter 51, Title 12 in said Code of Laws, requiring such officer to levy the execution by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, or property transferred by the defaulting taxpayer, the value of which generated all or part of the tax, to satisfy the taxes, assessments, penalties, and costs; and

WHEREAS, as provided in Section 12-51-40 et seq. of said Code of Laws, the officer authorized to collect delinquent taxes, assessments, penalties and costs, is required to mail a notice of delinquent property taxes, penalties, assessments and costs to the defaulting taxpayer and to any grantee of record of the property, and if the taxes remain unpaid thirty days from the date of mailing of the delinquent notice, such officer shall take exclusive possession of the property necessary to satisfy the payment of the taxes, assessments, penalties, and costs, and after due advertisement, sell the same at public auction at the Courthouse or other convenient place within the county on a set sales day within the hours for public sales as prescribed by law, for cash, and give a title to the purchaser if the property is not redeemed after notice of a period for redemption of the property from sale mailed to the defaulting taxpayer and to others entitled to notice thereof; and

WHEREAS, the property which is subject of this conveyance was sold at public auction by Lancaster County to the highest bidder to satisfy the unpaid taxes of the defaulting taxpayer, all after giving the required notices and complying in all other respects with applicable law; and the time allowed for redemption has expired; and

WHEREAS, the following information is included herein as required by law:

NAME of Defaulting Taxpayer: Elvin D. Wright

NAME of any Grantee of record of the property: n/a
(If applicable)

DATE of execution: March 17, 2007

DATE the subject property was posted and by whom:
n/a

DATES of mailing certified notice:

(1) May 11, 2007 Notice of delinquent property taxes, assessments, penalties and costs, which if not paid before a subsequent date the property will be duly advertised and sold

Mailed to: Elvin D. Wright

Received: May 18, 2007

(2) September 25, 2008 Notice that the property was sold for taxes and if not redeemed by paying taxes, assessments, penalties and costs and interest at the applicable rate in an amount specified on or before twelve months from the date of sale, a tax title will be delivered to the successful purchaser at the tax sale

Mailed to: Elvin D. Wright

Received: October 9, 2008

WHEREAS, the undersigned acting for Lancaster County, did on the 5th day of November, 2007, sell the within described property to Lancaster County the actual purchaser and highest bidder at such sale for the sum of One Thousand Eight Hundred Fifty Three and 87/100ths (\$1,853.87) Dollars being at least the amount of said taxes, penalties, costs and charges;

NOW, THEREFORE, I, Debbie C. Hardin, Delinquent Tax Collector, in the State and County aforesaid, for and in consideration of the sum of One Thousand Eight Hundred Fifty Three and 87/100ths (\$1,853.87), Dollars, to me in hand paid at and before the sealing of these presents by Lancaster County, in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Lancaster County, his/her heirs, successors and assigns, the subject property which is described and identified as follows:

"All those certain pieces, parcels or lots of land lying, being and situate in the State of South Carolina, County of Lancaster, Gills Creek Township, being on or near the Lancaster By-Pass, and being set out and shown as Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and in Block C, as set out and shown on plat of Survey made by Paul L. Clark, L.S., dated December 1968, and found recorded in the Lancaster County Clerk of Courts office in Plat Book 18, at page 155. For a more particular description as to metes, courses, distances and bounds. Reference is craved to said Plat which is made a part hereof by reference."

Being a portion of the property conveyed to Elvin D. Wright by deed recorded January 13, 1987 in the Office of the Register of Deeds for Lancaster County in Deed Book V-6 at Page 45.

Tax Map Number: 0068J-0C-025.00

Grantee's Address: P.O. Box 1809

Lancaster, SC 29721

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises mentioned unto the said Lancaster County, his/her heirs, successors and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina, in such cases made and provided.

WITNESS its Hand and Seal this 7th day of April, 20 09.

WITNESSES:

COUNTY OF LANCASTER

Suzanne J. Adams
Jane Pyle

By: Debbie C. Hardin (Seal)
Debbie C. Hardin
Delinquent Tax Collector

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

Personally appeared before me Suzanne J. Adams and made oath that he/she saw the above named Delinquent Tax Collector for the County of Lancaster sign, seal and as his/her act and deed deliver the above Tax Title to Real Estate; and that he/she with Jane Pyle witnessed the execution thereof.

Sworn to before me this 7th
day of April, 20 09

Suzanne J. Adams
Witness

Jane Pyle
Notary Public for South Carolina
My Commission Expires: 7-16-18

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	August Administration/ August 27 th Council meetings

Issue for Consideration:

Upcoming Community Development Block Grant (CDBG) application.

Points to Consider:

This would be for the fall 2018 cycle.

The project is to continue neighborhood improvement by way of demolishing derelict structures in the Brooklyn and Midway neighborhoods. Attached is the grant preliminary package.

This would cover up to 32 structures in the Census Tract 108 area; Block Groups 3 and 4.

Funding and Liability Factors:

This would be the standard 90% federal/ 10% local match.

The federal share would be \$500,000 and the local share would be \$50,000. This would come from the grant match account.

Council Options:

Approve or reject submitting for this grant.

Staff Recommendation:

Approve the grant submission.

Committee Recommendation:

Approve the grant submission.

**Community Development Block Grant
Community Development Program Application Request**

2/2016

Locality requesting application: Lancaster County

Briefly describe the proposed project (address need and impact), including how CDBG funds will be used:

Demolition of up to 32 vacant, dilapidated dwellings in Tract 108, Block Groups 3 and 4. This will eliminate blight in the area and support the prevention of crime problems, resulting in the continued revitalization of the neighborhood and making it a safer environment, with improved quality of life for the area residents. Twelve houses in the area have already been condemned by the Building and Zoning Department and Lancaster County is in the process of condemning up to 20 additional structures.

Identify location of activities, including the local government jurisdiction and service area of beneficiaries.

☐ Project or significant # of beneficiaries located outside applicant's jurisdiction. May require an intergovernmental agreement and joint application.

Lancaster County Tract 108, Block Groups 3 and 4, as shown on the attached map.

Identify Program Category:

☐ Community Infrastructure ☒ Community Enrichment ☐ *Neighborhood Revitalization ☐ Ready to Go
☐ Special Projects *Neighborhood Revitalization applications require a neighborhood plan (see Application Guidelines for details)

List any CDBG projects that are not programmatically closed:

Poovey Farms - Basin 23 Sewer Project - CDBG #4-CI-16-011

CDBG Funds Requested:	<u>\$500,000</u>	National Objective:	
10 % Match:	<u>\$50,000</u>	Total # Proposed Beneficiaries:	<u>1,446</u>
Other Funds Required:	<u>\$0</u>	<input checked="" type="checkbox"/> LMI* <input type="checkbox"/> Slum & Blight <input type="checkbox"/> Urgent Need	
Total Project Cost:	<u>\$550,000</u>	*Est. Nbr. & % LMI Beneficiaries:	<u>1,093 (75.6%)</u>
		Source: <input type="checkbox"/> Survey <input checked="" type="checkbox"/> Census	

List Other Sources of Funding:

Lancaster County

Attach: ☒ Project map with jurisdictional boundaries and service area ☒ Cost estimate or preliminary engineering report

Attach requests and rationale for waivers of: ☐ Maximum Grant Amount ☐ Match ☐ Threshold

Send application: ☐ Forms ☒ Email to: grhea@catawbacog.org

Contact Name: Grazier Rhea Telephone: 803-327-9041

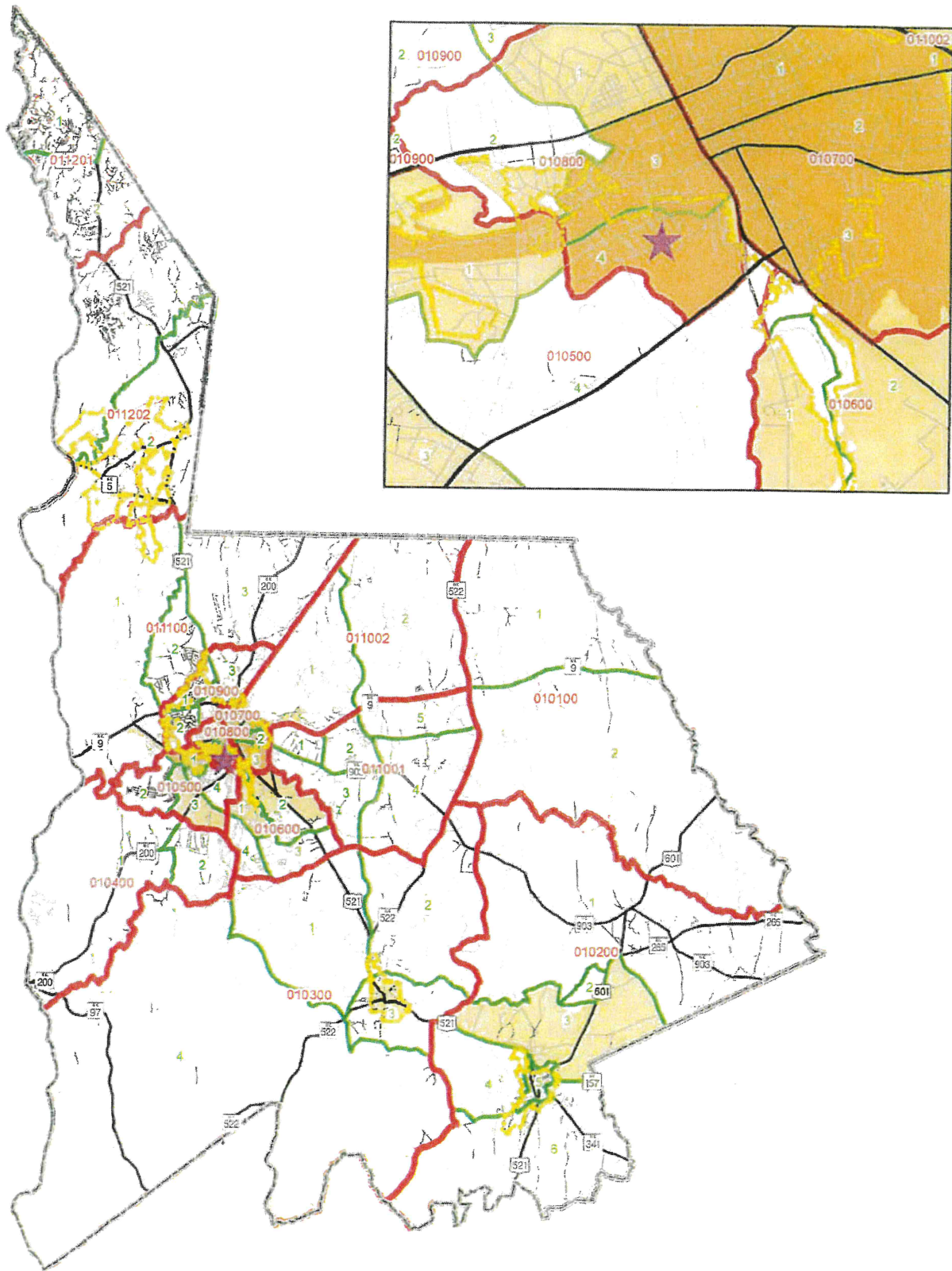
Address: P.O. Box 450
Rock Hill, SC 29731

Steve Willis, Lancaster County Administrator

Name / Title of Chief Elected / Administrative Official

Steve Willis 8-8-18
Signature and Date

Complete and mail to:
SC Department of Commerce, Grants Administration
1201 Main Street, Suite 1600, Columbia, SC 29201



- ★ Project Location
- County Boundary
- Municipal Boundaries
- Tracts
- Blockgroups
- LMI
- LMI + Minority
- Minority
- Major Road
- Minor Road

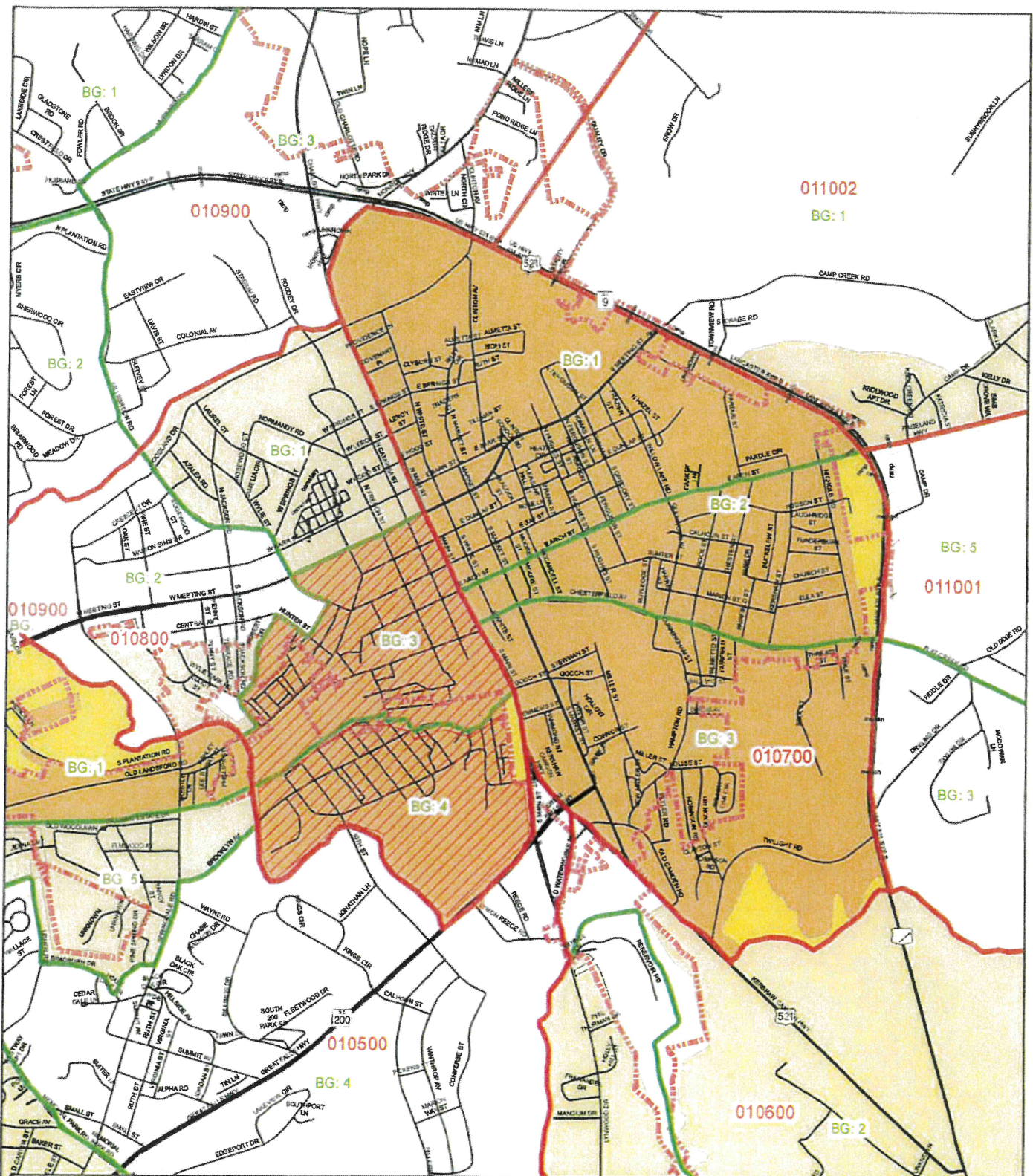
Lancaster County Demolition Project

General Location Map, August 2018



Columbia Regional Council of Governments
 215 Hampton Street / P.O. Box 480 Rock Hill, SC 29731
 phone 803.327.9041 fax 803.327.1912
coorg@crco.org www.crcog.org

Columbia Regional COG disclaims any liability for
 that may arise from the use of this map or data.
 All efforts have been made to ensure accuracy.



Lancaster County Demolition Project *Project Location Map, August 2018*

Legend

- LMI
- LMI+Minority
- Minority
- Secondary Road
- Primary Road
- Census Tracts
- Block Groups
- City of Lancaster
- Project Location



0 675 1,350 Feet

Catawba Regional Council of Governments
215 Hampton Street / P.O. Box 450 Rock Hill, SC 29731
phone 803.327.9041 fax 803.327.1912
crocog@catawbacog.org www.catawbacog.org



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Lancaster County Demolition Project
Demolition Costs Per Property

<u>Activity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total</u>
Clearance			
Title Services	32	375	12,000
Design Services & Bidding	32	500	16,000
Asbestos Inspection & Testing	32	1,000	32,000
Demolition/Asbestos Abatement	32	13,000	416,000
Air Monitoring	32	750	24,000
Total Clearance	32	15,625	500,000
Administration			50,000
			550,000
TOTAL PROJECT COST			

The above costs are based on 2 recent demolition projects that included dwellings similar in size and construction materials.
 These are average costs.



August 3, 2018

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

Re: Charter Communications - Upcoming Changes

Dear Mr. Willis:

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

Effective August 30, 2018, Estrella TV on Latino View channels will be replaced by WCEE - Estrella TV SD/HD on Basic/Starter TV on the same channels.

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

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

Sincerely,

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

Michael E. Tanck
Director of Government Affairs
Charter Communications

Report to Lancaster County Council
on Lancaster Area Ride Service (LARS)

Report Period: 10/01/2012- 12/31/2012 1/1/2013- 3/31/2013 4/1/2013- 6/30/2013

FY 2012 - 2013 LARS Only	Fiscal Year			
	Total	2013 Average		
Trips	1810	1894	1974	5678
Unduplicated Individuals	69	49	52	57
Passenger Miles	24,605	22,159	21,182	67946
Operational Costs	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45
Capital Costs	\$ -	\$ -	\$ -	\$ -
Total Costs:	\$ 25,331.74	\$ 26,402.00	\$ 28,877.71	\$ 80,611.45
Operational Cost Per Trip	\$ 14.00	\$ 13.94	\$ 14.63	\$ 14.19
Operational Cost Per Individual	\$ 367.13	\$ 538.82	\$ 555.34	\$ 487.09
Operational Cost Per Passenger Miles	\$ 1.03	\$ 1.19	\$ 1.36	\$ 1.19

Report Period: 7/1/2013- 9/30/2013 10/01/2013- 12/31/2013 1/1/2014- 3/31/2014 4/1/2014- 6/30/2014

FY 2013 - 2014 Includes JARC; SMTP and LARS Trips	Fiscal Year			
	Total	2014 Average		
Trips	2091	1953	2157	1974
Unduplicated Individuals	132	77	66	53
Passenger Miles	22,764	22,198	20,511	20674
Operational Costs	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115.00
Capital Costs	\$ -	\$ -	\$ -	\$ -
Total Costs:	\$ 21,562.52	\$ 28,729.14	\$ 25,971.24	\$ 34,115.00
Operational Cost Per Trip	\$ 10.31	\$ 14.71	\$ 11.98	\$ 17.28
Operational Cost Per Individual	\$ 163.35	\$ 373.11	\$ 393.50	\$ 643.68
Operational Cost Per Passenger Miles	\$ 0.95	\$ 1.29	\$ 1.27	\$ 1.65

Report Period: 7/1/2014- 9/30/2014 10/01/2014- 12/31/2014 1/1/2015- 3/31/2015 4/1/2015- 6/30/2015

FY 2014 - 2015 Includes JARC; SMTP and LARS Trips	Fiscal Year			
	Total	2015 Average		
Trips	2173	2259	1802	1810
Unduplicated Individuals	205	55	46	48
Passenger Miles	25,160	25,547	20,458	22382
Operational Costs	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35
Capital Costs	\$ -	\$ -	\$ -	\$ -
Total Costs:	\$ 24,834.00	\$ 27,524.00	\$ 30,543.00	\$ 32,615.35
Operational Cost Per Trip	\$ 11.43	\$ 12.18	\$ 16.95	\$ 18.02
Operational Cost Per Individual	\$ 121.14	\$ 500.44	\$ 663.98	\$ 679.49
Operational Cost Per Passenger Miles	\$ 0.99	\$ 1.08	\$ 1.49	\$ 1.46

Report Period: 7/1/2015- 9/30/2015 10/01/2015- 12/31/2015 1/1/2016- 3/31/2016 4/1/2016- 6/30/2016

FY 2015 - 2016 Includes JARC; SMTP and LARS Trips	Fiscal Year			
	Total	2016 Average		
Trips	2081	2186	1931	1973
Unduplicated Individuals	190	60	42	49
Passenger Miles	23,113	24,912	22,937	24121
Operational Costs	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 35,606.72
Capital Costs	\$ -	\$ -	\$ -	\$ -
Total Costs:	\$ 40,284.02	\$ 40,332.08	\$ 33,903.00	\$ 35,606.72
Farebox Revenue	\$ 5,435.00	\$ 5,168.00	\$ 4,612.00	\$ 4,885.00
Operational Cost Per Trip	\$ 19.36	\$ 18.45	\$ 17.56	\$ 18.55
Operational Cost Per Individual	\$ 212.02	\$ 672.20	\$ 807.21	\$ 747.08
Operational Cost Per Passenger Miles	\$ 1.74	\$ 1.62	\$ 1.48	\$ 1.52

Report Period: 7/1/2016- 9/30/2016 10/01/2016- 12/31/2016 1/1/2017- 3/31/2017 4/1/2017- 6/30/2017

FY 2016 - 2017 Includes JARC; SMTP and LARS Trips	Fiscal Year			
	Total	2017 Average		
Trips	2128	2254	1903	2523
Unduplicated Individuals	181	51	71	52
Passenger Miles	24,678	28,576	22,244	27,364
Operational Costs	\$ 28,545.13	\$ 30,763.00	\$ 26,774.00	\$ 31,487.47
Capital Costs	\$ -	\$ -	\$ -	\$ -
Total Costs:	\$ 28,545.13	\$ 30,763.00	\$ 26,774.00	\$ 31,487.47
Farebox Revenue	\$ 5,593.00	\$ 5,425.00	\$ 6,324.00	\$ 6,078.75
Operational Cost Per Trip	\$ 13.41	\$ 13.65	\$ 14.07	\$ 12.48
Operational Cost Per Individual	\$ 157.71	\$ 603.20	\$ 377.10	\$ 605.53
Operational Cost Per Passenger Miles	\$ 1.16	\$ 1.08	\$ 1.20	\$ 1.15

Report Period: 7/1/2017- 9/30/2017 10/01/2017- 12/31/2017 1/1/2018- 3/31/2018 4/1/2018- 6/30/2018

FY 2017 - 2018 Includes JARC; SMTP and LARS Trips	Fiscal Year			
	Total	2018 Average		
Trips	2413	2322	2050	2238
Unduplicated Individuals	213	52	44	41
Passenger Miles	30,625	28,607	19,730	22,204
Operational Costs	\$ 39,843.29	\$ 36,038.00	\$ 27,526.00	\$ 36,664.00
Capital Costs	\$ -	\$ 306,562.20	\$ -	\$ -
Total Costs:	\$ 39,843.29	\$ 342,600.20	\$ 27,526.00	\$ 36,664.00
Farebox Revenue	\$ 5,379.00	\$ 5,044.00	\$ 4,420.00	\$ 5,225.00
Operational Cost Per Trip	\$ 16.51	\$ 15.52	\$ 13.43	\$ 16.38
Operational Cost Per Individual	\$ 187.06	\$ 693.04	\$ 625.59	\$ 894.24
Operational Cost Per Passenger Miles	\$ 1.30	\$ 1.26	\$ 1.40	\$ 1.65

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, August 27, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, September 10, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, September 11, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Chambers, Administration Building
Tuesday, September 11, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday September 13, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building
Monday, September 24, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

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