

Lancaster County Council Regular Meeting Agenda

Monday, October 22, 2018

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Brian Carnes**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
 - a. Minutes from the October 8, 2018 County Council regular meeting – *pgs. 5-10*
 - b. **2nd Reading of Ordinance 2018-1507 regarding Rezoning Property Owned By Crenshaw Leasing III, LLC**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.93 Acre Tract Of Property Owned By Crenshaw Leasing III, LLC, Located At 1756 N. Rocky River Road From RR, Rural Residential District To RUB, Rural Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 8, 2018 County Council Meeting. – Penelope Karagounis – pgs. 11-12*
 - c. **2nd Reading of Ordinance 2018-1539 regarding Amending the Purchasing Card Program**
Ordinance Title: An Ordinance To Amend Chapter Two, Article VI, Division 4, Purchasing Card Program, By The Deletion Of Sections 2-267 Through 2-283 And The Substitution Therefore Of Those New Procurement Provisions Noted Herein. – *Passed 7-0 at the October 8, 2018 County Council Meeting. - Nicholas Miller – pgs. 13-23*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Seven (7) Properties Totaling ± 21.59 Acres. The Properties Are Owned By Joseph L. Griffin, Jamie B. Griffin, Mary Helen Gates, Jerry Wayne Griffin, And Brenda G. Halloran. The Seven (7) Properties Are Located Adjacent To The Sun City Development In Between Carolina Commons Drive And Van Wyck Road. The Seven (7) Properties Are To Be Rezoned from LDR, Low Density Residential District And GB, General Business District to RB, Regional Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the October 8, 2018 County Council Meeting. – Penelope Karagounis – pgs. 24-25*

8. **Non-Consent Agenda**

a. **Resolution 1026-R2018 regarding Incentives for Solar Farms**

Resolution Title: A Resolution To Voice County Council's Interest In Considering Economic Development Incentives For Solar Farm Projects Located Within The County And To Authorize The Administrator And His Selected Staff To Prepare For Council's Subsequent Consideration An Ordinance That Provides Financial Incentive Standardization For Solar Farm Projects. – *John Weaver/Steve Willis – pgs. 26-28*

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

Resolution Title: A Resolution To Approve The Request Of Lennar Carolinas, LLC To Amend The Future Land Use Map Contained In The Lancaster County, South Carolina Comprehensive Plan 2014-2024 So As To Change The Future Land Use Designation On The Future Land Use Map For The Areas Covered By Lennar Carolinas, LLC From Rural Living To Transitional. – *Penelope Karagounis/John Weaver – pgs. 29-34*

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

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Project Pepper Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. – *Jamie Gilbert – pgs. 35-68*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Eleven (11) Properties Totaling ± 1,336.75 Acres. The Properties Are Owned By Lancaster Land LLC, First Land Company Inc. The Eleven (11) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Eleven (11) Properties Are To Be Rezoned From RN, Rural Neighborhood District And LDR, Low Density Residential District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 6-1. – Penelope Karagounis – pgs. 69-80*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Four (4) Properties Totaling ± 140 Acres. The Properties Are Owned By R. Warren Norman III. The Four (4) Properties Are Located Along The Western Side Of Highway 521, Between The Intersections of W. North Corner Road And Shiloh Unity Road. The Four (4) Properties Are To Be Rezoned From RN, Rural Neighborhood District To RB, Regional Business District. – *Planning Commission recommended approval by a vote of 6-1. – Penelope Karagounis – pgs. 81-88*

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

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Five (5) Properties Totaling ± 311.48 Acres. The Properties Are Owned By Kosztyo Rebecca Harris Stephens, Henry Harris Road-Lancaster LLC, Davis Jane R & James L. Trustee, And Wallace Indian Land LLC ETAL. The Five (5) Properties Are Located Along Henry Harris Road, North Of The Intersection Of Jim Wilson Road And Henry Harris Road In The Indian Land Section Of Lancaster County. The Five (5) Properties Are To Be Rezoned From LDR, Low Density Residential District And RN, Rural Neighborhood District To MDR, Medium Density Residential District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 89-100*

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. Information only on pending grants from the Catawba Council of Governments – Economic Development Administration. – *Steve Willis – pg. 101*

c. Information only on Palmetto Pride tree grant for Parks and Recreation. – *Steve Willis – pgs. 102-103*

d. Information only on grant for Sheriff's Department relating to the Opioid Response Network. – *Sheriff Barry Faile/Steve Willis – pgs. 104-105*

e. Information only regarding acceptance of a DUI Enforcement grant for Sheriff's Department. – *Sheriff Barry Faile/Steve Willis – pgs. 106-107*

f. Information only regarding proceeding with Del Webb Library work. – *Steve Willis – pg. 108*

- g. Equipment Request for Sheriff's Office Crime Lab. – *(Favorable Recommendation – Public Safety Committee) – Sheriff Barry Faile/Steve Willis – pg. 109*

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

11. Miscellaneous Reports and Correspondence

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

13. Executive Session

- a. *Economic Development Discussions: Project Mustang and Project Cherry. SC Code 30-4-70(a)(5).*

14. Calendar of Events – pg. 110

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, October 8, 2018

Council Members present at the meeting were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Also present at the meeting were County Administrator Steve Willis, County Attorney John Weaver, Clerk to Council Sherrie Simpson, Deputy Clerk to Council Chelsea Gardner, Planning Director Penelope Karagounis, Procurement Director Nicholas Miller, Delinquent Tax Director Lee Weeks, Vincent Sheheen, various department heads and elected officials, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

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Approval of the agenda

Brian Carnes moved to approve the agenda.

John Weaver stated that before a second to the motion was made, he wanted to add two items to the agenda: (1) first, a third presentation under Special Presentations regarding Fire Prevention Week; and (2) a second contractual matter for discussion during Executive Session.

The motion was seconded by Larry Honeycutt.

Council approved the agenda as amended by unanimous vote of 7-0.

Special Presentations

Steve Harper recognized Penelope Karagounis and Hal Hiott for winning the 2018 North Carolina Marvin Collins Planning Award in the Outstanding Planning Award – Special Theme Award: Multidisciplinary Project category.

Charlene McGriff presented Russell Rogers, Fire Marshal, with a Thumbs Up award for his work on the smoke/carbon monoxide detector alarms for the Promise Neighborhood.

Steve Harper recognized October 7th thru 13th as Fire Prevention Week.

Citizens Comments

Marty Harper, Lancaster, SC, did not come forward when his name was called to speak.

Richard Waters, Charleston, SC, spoke regarding Ordinance 2018-1540.

Hal Crenshaw, Lancaster, SC, spoke regarding Ordinance 2018-1507.

Consent Agenda

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

- a.** Minutes from the September 24, 2018 County Council regular meeting
- b.** Minutes from the September 25, 2018 Lancaster County Council And Lancaster County School District Board of Trustees Workshop

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c. **3rd Reading of Ordinance 2018-1537 regarding Rezoning Property Owned by Kathleen Adams (Applicant Dustin Adams)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 0.55 Acre Tract Of Property Owned By Ms. Kathleen Adams, Located At 4410 Flat Creek Road From AR, Agricultural Residential District To RUB, Rural Business District.

Non-Consent Agenda

Public Hearing and 3rd Reading of Ordinance 2018-1538 regarding the Conveyance of Three (3) Parcels of Real Property to the Katawba Valley Land Trust

Ordinance Title: An Ordinance To Authorize and Approve the Conveyance By Lancaster County To Katawba Valley Land Trust Of Three Parcels Of Real Property Located South Of Highway 9 Bypass And Highway 521 And Northeast Of The City Of Lancaster.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2018-1538. The motion was seconded by Charlene McGriff.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2018-1538. There were 30 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 2018-1538. No citizens came forward to comment. Chairman Harper closed the public hearing.

Council approved the 3rd Reading of Ordinance 2018-1538 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1507 regarding Rezoning Property Owned By Crenshaw Leasing III, LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone A ± 9.93 Acre Tract Of Property Owned By Crenshaw Leasing III, LLC, Located At 1756 N. Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2018-1507. The motion was seconded by Billy Mosteller. Council approved the 1st Reading of Ordinance 2018-1507 by unanimous vote of 7-0.

1st Reading of Ordinance 2018-1539 regarding Amending the Purchasing Card Program

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

Charlene McGriff moved to approve the 1st Reading of Ordinance 2018-1539. The motion was seconded by Brian Carnes. Council approved the 1st Reading of Ordinance 2018-1539 by unanimous vote of 7-0.

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1st Reading of Ordinance 2018-1540 regarding Rezoning Request of Bowman Consulting Group, LTD

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

Terry Graham moved to approve the 1st Reading of Ordinance 2018-1540. The motion was seconded by Larry Honeycutt. Council approved the 1st Reading of Ordinance 2018-1540 by unanimous vote of 7-0.

Discussion and Action Items

Discussion of Solar Farm incentives.

Vincent Sheheen stated that he is acting in the role of attorney for this meeting rather than as an elected official. He noted that he has represented some solar companies around South Carolina and has been involved with solar farms over the last five (5) years. He further noted that solar farms are unique projects and do not fall into current economic development categories. He noted that solar projects provide three (3) benefits to counties: (1) production of power and it is the least intrusive for communities; (2) property tax benefits for the county; and (3) it gives land owners another way to generate revenue with their land. He noted that most counties base their tax policies on the megawatt that is produced. He noted that Lancaster County already has their zoning for solar farms in place and good parameters for solar farms.

John Weaver stated that the question before Council is are they interested in developing a policy that provides economic development incentives for solar farm projects. Penelope Karagounis reviewed the requirements/parameters for solar farms according to the Unified Development Ordinance (UDO). Billy Mosteller stated that he thinks of this as a business/vendor and that Council needs to be consistent since there are not currently incentives for small businesses. Vincent Sheheen noted that solar farms do not put any burden on a County's services and infrastructure like other traditional businesses do.

Larry Honeycutt noted that Council would be breaking new ground with a policy on incentives for solar development. He moved that Council approve the tax incentives for solar farms and then have studies done to see what the impact would be on the County. John Weaver asked if his motion was to have the 1st Reading of an Ordinance for solar farm incentives by title only or does he mean to have a tentative vote on how Council feels about developing a policy. Larry Honeycutt stated that more information is needed but to move forward with a 1st Reading by title only. Terry Graham and Charlene McGriff stated that more discussion is needed before moving forward on an ordinance. Steve Harper stated that Council needed to make a decision on a policy before the end of the year. John Weaver suggested that he prepare a resolution for Council to

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evaluate at the next meeting on whether or not to move forward with an ordinance regarding incentives for solar farms. Steve Willis noted that these incentives would not be an economic development project. Larry Honeycutt withdrew his motion to approve the 1st Reading by title only for incentives for solar farms.

Larry Honeycutt moved to have the County Attorney prepare a Resolution for the next meeting that would permit further discussion on whether to move forward with an ordinance that provides for incentives for solar farm projects. The motion was seconded by Charlene McGriff. Council approved the motion by a vote of 6-1. Brian Carnes, Jack Estridge, Larry Honeycutt, Steve Harper, Charlene McGriff and Terry Graham voted in favor of the motion and Billy Mosteller opposed.

Update on American Financial Credit Services (AFCS) Collections of Business/Personal Property Taxes.

Lee Weeks stated that the Delinquent Tax office turned over approximately four thousand (4,000) accounts to American Financial Credit Services (AFCS). They have cleaned up approximately three hundred thousand dollars (\$300,000.00) in billing and collected approximately sixty-nine thousand dollars (\$69,000.00) in six (6) months. He explained that there is no cost to the County for the program. He noted the program has been successful with a few minor complaints.

Pending Projects Update.

Steve Willis noted that the pending projects have been updated and are in the agenda packet on pages 65-67. He provided a handout in regards to the Fire Study update, which is attached as Schedule A.

Steve Willis stated that the County will begin to rezone the property for the Glorious Resurrection Of Life Praise And Worship Ministries church as institutional. He provided a handout, which is attached as Schedule B.

Steve Willis stated that the Lancaster County Airport is applying for a Supplemental Appropriation from the Federal Aviation Administration (FAA) for construction for rehabilitating the primary general aviation apron. He provided a handout, which is attached as Schedule C. Charlene McGriff moved to authorize the submittal of the Supplemental Appropriation grant to the FAA. The motion was seconded by Billy Mosteller. The motion passed by unanimous vote of 7-0.

Executive Session

Brian Carnes moved to go into Executive Session to discuss two (2) contractual matters pursuant to SC Code Section 30-4-70(a)(2). The motion was seconded by Charlene McGriff. The motion to go into Executive Session passed by unanimous vote of 7-0. Council went into Executive Session at approximately 7:18 p.m.

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Brian Carnes moved to come out of Executive Session. The motion was seconded by Jack Estridge. The motion to come out of Executive Session passed by unanimous vote of 7-0. Council came out of Executive Session at approximately 8:00 p.m.

Upon returning to open session, Attorney John Weaver noted that Council received two (2) briefings on contractual matters during Executive Session. He stated that during the course of these briefings, no votes were taken and no decisions were made and so, consequently, no motions are necessary at this time.

Adjournment

Larry Honeycutt moved to adjourn the meeting. The motion was seconded by Charlene McGriff. The motion to adjourn passed by unanimous vote of 7-0. There being no further business, the Council meeting adjourned at approximately 8:02 p.m.

Respectfully Submitted:

Approved by Council, October 22, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1507

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

Tax Map No. 0058-00-010.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

ORDINANCE NO.: 2018-1539

AN ORDINANCE

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

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

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

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

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

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

Section 1. Title.

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

DEFINITIONS OF PARTIES INVOLVED

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

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

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

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

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

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

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

P-CARD PROGRAM OVERVIEW

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

ETHICAL CONDUCT

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

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

CONFLICT OF INTEREST

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

GRATUITIES

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

ISSUANCE OF P-CARD

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

SPEND CONTROL LIMITS

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

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

FIRST PURCHASING OPTION / COMPETITION

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

BONA FIDE VENDORS

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

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

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

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

P-CARD PURCHASES

Permitted Purchases:

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

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

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

Prohibited Purchases:

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

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

Additional Prohibited Uses:

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

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

Travel Expenses – Overnight Stay:

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

Travel Expense(s) – Not Overnight Stay:

- Mileage – when personal vehicles are used, reimbursement will be based on IRS rate;
- Meals – not reimbursed;
- Conference Fees – County will pay base registration cost.

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

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

PROGRAM DOCUMENTATION

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

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

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

SIGN-OFFS

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

MISSING RECEIPT AFFIDAVIT

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

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

CARDHOLDER LIABILITY

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

FRAUD; P-CARD MISUSE / ABUSE

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

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

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

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

CREDITS

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

P-CARD TERMINATION

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

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

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

LOST, MISPLACED, OR STOLEN P-CARDS

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

CARDHOLDER RESPONSIBILITIES

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

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

I, the Cardholder, must:

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

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

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

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

Cardholder Name:

Account Number: xxxx xxxx xxxx

Transaction Limit: \$2,500

Monthly Credit Limit:

Cardholder Signature: _____ Date: _____

Program Administrator Signature: _____ Date: _____

Section 2. Severability.

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

Section 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

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

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1540

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. **Conflicting Provisions.**

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

Section 5. **Effective Date.**

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Agenda Item Summary

Ordinance / Resolution: – 1026 -R2018

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Agenda: October 22, 2018

Issue for Consideration: Whether or not it is appropriate for County Council to move forward with further consideration of financial incentives for solar farm projects?

Points to Consider: Council is aware that a presentation has been made to Council on October 8 regarding a request that County Council consider providing financial incentives for a pending solar farm project. The decision was put on hold while additional information was gathered and provided to Council for its consideration.

The purpose of the Resolution is to express the will of Council as to whether there will or will not be action taken by staff and Council on this request.

1. A NO vote by Council on the Resolution will indicate the policy decision that incentives will not be considered for both this project and any future solar farm projects.
2. A YES vote by Council on the Resolution will indicate the policy decision that financial incentives are of benefit and in the best interest of Lancaster County. Accordingly, the Administrator and Council will move forward with the preparation of an ordinance that adopts financial incentives for solar farm projects for further consideration by Council and its committees.

Funding and Liability Factors: N/A

Recommendation: N/A

A RESOLUTION

TO VOICE COUNTY COUNCIL'S INTEREST IN CONSIDERING ECONOMIC DEVELOPMENT INCENTIVES FOR SOLAR FARM PROJECTS LOCATED WITHIN THE COUNTY AND TO AUTHORIZE THE ADMINISTRATOR AND HIS SELECTED STAFF TO PREPARE FOR COUNCIL'S SUBSEQUENT CONSIDERATION AN ORDINANCE THAT PROVIDES FINANCIAL INCENTIVE STANDARDIZATION FOR SOLAR FARM PROJECTS.

WHEREAS, through the adoption of the County's Unified Development Ordinance, Lancaster County has set forth with specificity the terms and conditions that must be met by a solar farm applicant prior to Lancaster County Council's consideration of a Conditional Use Permit; and

WHEREAS, several solar farm permits have been approved by County Council in the recent past; and

WHEREAS, the issue now before Council is whether or not it is appropriate to consider the adoption of a policy that would permit approved solar farms to be considered for economic development incentives based upon the individual facts and circumstances presented by the requesting party; and

WHEREAS, Council has received a multitude of information from, not only staff, but also solar farm representatives as to the overall benefits and other related issues surrounding this topic, all being sufficient for Council to make an informed decision as to what it believes to be in the best interest of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED that Lancaster County Council has determined and so decides that economic development incentives for solar farm projects located in Lancaster County is a subject that merits Council's conditional support and approval. The Administrator is hereby authorized to take steps necessary to have prepared a standardized ordinance that can be utilized by the Council for its subsequent consideration of approved solar farm applicants that seek economic development incentives from the county. By the passage of this Resolution, it is to be understood clearly that requests for incentives in not a certainty or a guarantee by Lancaster County to any approved applicant and that each request will be considered on a case by case basis.

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

Resolution #1027-R2018

Contact Person: Penelope G. Karagounis, Planning Director and John Weaver, County Attorney

Date Requested to be on Agenda: October 22, 2018

Issue for Consideration:

Application of Lennar Carolinas, LLC to amend the future land use map contained in the *Lancaster County, South Carolina Comprehensive Plan 2014-2024*. The amendment is to change the future land use designation on the future land use map for the area covered by Lennar Carolinas, LLC. The parcels that are included for this amendment is the following: Portion of Tax Map 44, Parcels 22 and 24; Tax Map 44, Parcels 1, 16, 18, 21, and 25; Tax Map 48, Parcel 43.01; Tax Map 45, Parcel 5; Tax Map 45L, Block B, Parcels 19 and 20. This amendment is to change the land use designation from Rural Living to Transitional.

Points to Consider:

The Land Use Element of the Comprehensive Plan has two primary components that work in tandem to create a complete illustration of land-based factors impacting growth and development over the next decade: the current land use analysis and the future land use map. The Future Land Use Map takes into consideration community assets and public infrastructure (existing and proposed) that was identified in preceding elements of the Comprehensive Plan to provide a context for policy-makers to use when updating ordinances and policies that affect future public and private development activities. It also locates in general terms where future growth may occur and specifically where it may occur in relation to the municipalities. The parcels associated with this amendment is classified Rural Living but is immediately adjacent to the Transitional future land use category. The Transitional future land use category supports suburban single family and multifamily residential development and suburban commercial. According to the applicant and discussions with various County infrastructure agencies, certain infrastructures will be updated to support the future proposed development of this suburban commercial and residential project. The future land use map amendment request is being requested to coincide with the impending introduction of significant water and sewer improvements to the general overall area of Lancaster County both within the subject properties and several of which adjoin US Highway 521. The adopted Future Land Use Map contained in the Land Use Element of the Lancaster County, South Carolina Comprehensive Plan 2014-2024 shows the area where Lennar Carolinas, LLC is to be built as Rural Living. Therefore, the proposed rezoning to Medium Density and Regional Business is not consistent with the Future Land Use Map and this is why the applicant has requested an amendment to the Future Land Use Map of the Lancaster County, South Carolina Comprehensive Plan 2014-2024. The amendment to the Comp. Plan will need to be adopted by a resolution by County Council.

Funding and Liability Factors: N/A

Council Options: To approve or deny the amendment of the future land use map in the *Lancaster County, South Carolina Comprehensive Plan 2014-2024*.

Recommendation: At the Lancaster County Planning Commission meeting on September 18, 2018, the Planning Commission recommended to approve the amendment of the future land use map for Lennar Carolinas, LLC by a vote of (6-1).

Section 2. Identification of Parcels.

- A. A Portion of Tax Map Number 44, Parcels 22 and 24;
- B. Tax Map Number 44, Parcels 1, 16, 18, 21, and 25;
- C. Tax Map Number 48, Parcel 43.01;
- D. Tax Map Number 45, Parcel 5;
- E. Tax Map Number 45L, Block B, Parcels 19 and 20.

Section 3. Change In Future Land Use Map.

THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina that the parcels identified in Section 2 are amended on the Lancaster County Future Land Use Map from Rural Living category to a Transitional category.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

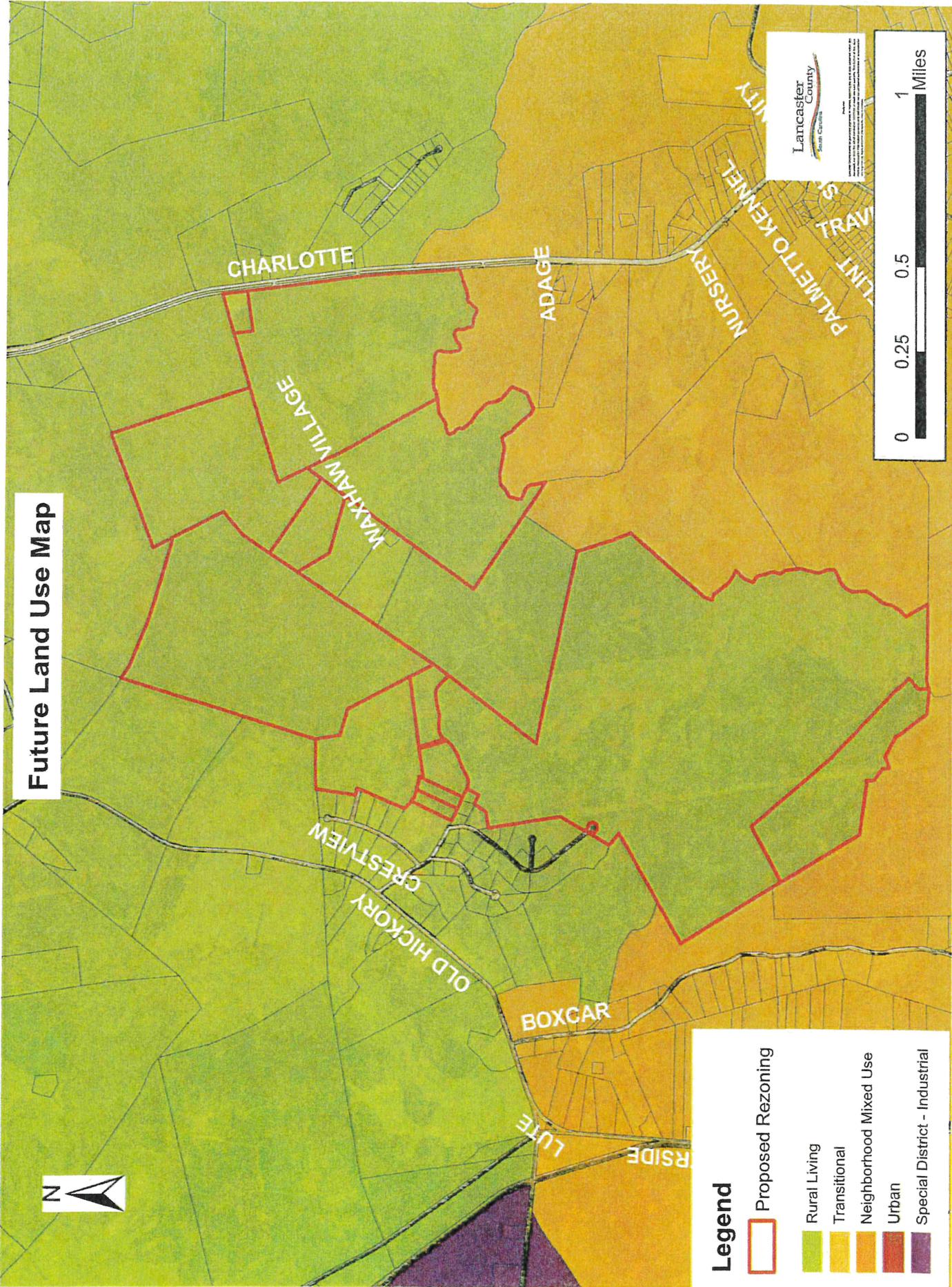
Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Future Land Use Map



Legend

- Proposed Rezoning
- Rural Living
- Transitional
- Neighborhood Mixed Use
- Urban
- Special District - Industrial



TO: Lancaster County Planning Commission

FROM: Penelope G. Karagounis, Planning Director

SUBJECT: Amendment by Lennar Carolinas, LLC for the Future Land Use Map contained in the *Lancaster County, South Carolina Comprehensive Plan 2014-2024*.

DATE: September 10, 2018

Lennar Carolinas, LLC submitted a letter requesting to amend the Future Land Use map contained in the *Lancaster County, South Carolina Comprehensive Plan 2014-2024*. The amendment is to change the future land use designation on this map for the area covered by Lennar Homes. The parcels that are included for this amendment is the following: Portion of Tax Map 44, Parcels 22 and 24; Tax Map 44, Parcels 1, 16, 18, 21, and 25; Tax Map 48, Parcel 43.01; Tax Map 45, Parcel 5; Tax Map 45L, Block B, Parcels 19 and 20. This amendment is to change the land use designation from Rural Living to Transitional.

The Land Use Element of the Comprehensive Plan has two primary components that work in tandem to create a complete illustration of land-based factors impacting growth and development over the next decade: the current land use analysis and the future land use map. The Future Land Use Map takes into consideration community assets and public infrastructure (existing and proposed) that was identified in preceding elements of the Comprehensive Plan to provide a context for policy-makers to use when updating ordinances and policies that affect future public and private development activities. It also locates in general terms where future growth may occur and specifically where it may occur in relation to the municipalities.

An important concept introduced during the *Connect Our Future*, the regional planning process was designating areas based on “community types.” Community types are physical descriptions of different kinds of built or natural environments such as rural living, walkable neighborhood, industrial center, suburban commercial, etc.

The parcels associated with this amendment is classified Rural Living but is immediately adjacent to the Transitional future land use category. The Transitional future land use category supports suburban single family and multifamily residential development and

suburban commercial. According to the applicant and discussions with various County infrastructure agencies, certain infrastructures will be updated to support the future proposed development of this suburban commercial and residential project. The future land use map amendment request is being requested to coincide with the impending introduction of significant water and sewer improvements to the general overall area of Lancaster County both within the subject properties and several of which adjoin US Highway 521.

The adopted Future Land Use Map contained in the Land Use Element of the *Lancaster County, South Carolina Comprehensive Plan 2014-2024* shows the area where Lennar Carolinas, LLC is to be built as Rural Living. Therefore, the proposed rezoning to Medium Density and Regional Business is not consistent with the Future Land Use Map and this is why the applicant has requested an amendment to the Future Land Use Map of the *Lancaster County, South Carolina Comprehensive Plan 2014-2024*. The amendment to the Comp. Plan will need to be adopted by a resolution by County Council.



Ordinance#: 2018-1541
Contact Person / Sponsor: Jamie Gilbert
Department: Economic Development
Date Requested to be on County Council Agenda: October 22, 2018

Issue for Consideration:

Project Pepper is a manufacturing operation considering the establishment of a new 100,000 square foot facility at the Lancaster Business Park. The highly competitive project is expected to result in an investment of \$20,000,000 and create 200 new jobs over five years. The project has looked at several locations in South Carolina and North Carolina. LCDED is working with the company's site location consultant and South Carolina Department of Commerce (SCDOC) to secure the project in Lancaster County.

LCDED and SCDOC have prepared a comprehensive incentive package for Project Pepper to locate at the Lancaster Business Park which has been presented to the company. Project Pepper has developed a final list of locations for the project and requested that Lancaster County approve an inducement resolution in order to show the county's commitment to the incentives recommended for the project.

LCDED is recommending the following incentives be awarded for Project Pepper:

- 1) A 30 Year Fee-In-Lieu-of-Taxes (FILOT) agreement that provides a property tax assessment rate reduction from 10.5% to 6% with a locked in millage rate at lowest rate available and a five year investment period.
- 2) A 15 Year Special Source Revenue Credit (SSRC) of 70% for years 1-6, 65% for years 7-11 and 60% for years 12-15 each investment made during the investment period.
- 3) The SSRC will require 130 new qualified jobs with a wage rate of at least \$15/hour to be created over a five year period. The 130 qualified jobs will have to be maintained annually from year five until the SSRC is no longer applied in order to receive the full SSRC. Wage rates for the qualified jobs will be adjusted every five years to reflect 72.5% of the county average wage rate at the time.

Project Pepper has been presented to the Lancaster County Council and on September 24, 2018 the council approved an inducement resolution for Project Pepper which reflected the aforementioned incentives.

Points to Consider

- Lancaster County Council approved an inducement resolution for Project Pepper on September 24, 2018.
- The Lancaster County Council's Administration Committee Council took up the issue at its October 23 meeting. A decision on the matter was not available at the time of this summary but in September approved the inducement resolution for the project.

- Project Pepper is evaluating several locations for the project and the incentives are critically important in their selection of a location for the project.
- The project will result in a large number of new jobs and substantial investment coming to Lancaster County.
- The company is well respected and a leader in their industry sector.
- SCDOC is recommending Job Development Credits be awarded for the project for all jobs that pay at least \$15/hour.

Funding and Liability Factors

There is no direct funding required or liability factor.

Council Options

Approve Ordinance # 2018-1541 for Project Pepper in order to secure the project in Lancaster County.

Recommendation

Approve Ordinance # 2018-1541

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2018-1541

AN ORDINANCE

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

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

Section 1. Findings.

The Lancaster County Council finds that:

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

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

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

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

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

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

Section 2. Approval of Fee Agreement.

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

Section 3. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 4. Approval and Execution of Fee Agreement.

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

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

Section 5. Economic Development Fund.

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

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

Section 6. Authority to Act.

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

Section 7. Severability.

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

Section 8. Controlling Provisions.

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

Section 9. Effective Date.

This ordinance is effective upon Third Reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	October 22, 2018	
Second Reading:	November 12, 2018	(Tentative)
Public Hearing:	November 26, 2018	(Tentative)
Third Reading:	November 26, 2018	(Tentative)

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Exhibit A to Ordinance No. 2018-1541

Fee Agreement

See attached.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

FEE AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT PEPPER

Dated as of _____, 2018

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FEE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*Project Commitment*” shall mean the Jobs Commitment.

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

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

“*Special Source Revenue Credits*” shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

“*Sponsor*” shall have the meaning set forth in the first sentence of this Agreement.

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

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

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

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

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

ARTICLE IV

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

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

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

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

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

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

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

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

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

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

Section 4.02. Reporting and Filing.

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

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

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

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

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

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

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

Section 4.03 Modification of Project.

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

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

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

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

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

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

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

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

(e) The FILOT Payments are to be recalculated:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

PAYMENTS BY COMPANIES

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

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

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

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

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

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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

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

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

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

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

ARTICLE X

TERM; TERMINATION

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

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

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

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

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

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

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

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

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

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

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

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

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

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

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

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

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

(a) As to the County:

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

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

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

(b) As to the Sponsor:

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

PROJECT PEPPER

By: _____

Its: _____

EXHIBIT A

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Agenda Item Summary

Ordinance # 2018-1542 / RZ-018-034
Contact Person: Joey Adams-Raczkowski
Department: Planning
Date Requested to be on Agenda: October 22nd, 2018

Issue for Consideration:

This is the rezoning application of Lennar Carolinas, LLC to rezone eleven (11) properties that total \pm 1,336.75 acres. The applicant is requesting a zoning change from RN, Rural Neighborhood District, and LDR, Low Density Residential District, to MDR, Medium Density Residential District. The subject properties are located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road, just south of the Indian Land section of Lancaster County, SC (TMS # 0048-00-043.01, 0044-00-018.00, 0045L-0B-019.00, 0045L-0B-020.00, 0045-00-005.00, 0044-00-016.00, 0044-00-025.00, 0044-00-001.00, 0044-0-021.00, & a portion of 0044-00-022.00 & 0044-00-024.00).

Points to Consider:

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District and LDR, Low Density Residential District on the Lancaster County Zoning Map. HI, Heavy Industrial District, is located with a two mile proximity of the subject property. One of the largest southernmost properties is located within the Carolina Thread Trail Overlay District.

The Future Land Use Map (FLUM) identifies this property as Rural Living. However, a significant portion of the eastern and southern perimeter border of the area subject to this rezoning request directly abuts the Transitional FLUM designation which supports development of suburban single-family neighborhoods. Therefore, if the Comprehensive Plan Amendment 2018-001 is approved, this rezoning request would be compatible with the Transitional designation of the FLUM.

This site is located approximately 2 miles north of the current corporate limits of the City of Lancaster. This rezoning request also supports the long range vision of furthering economic development opportunities that bolster growth and development efforts along the Highway 521 corridor and in close proximity to the City of Lancaster. This rezoning request, and subsequent development, has the potential to direct growth toward the City of Lancaster where infrastructure systems and schools have the capacity to handle additional growth. Additionally, this development has the potential to aid in facilitating transportation improvements that may include a collector road connecting the Highway 521 corridor westward to Old Hickory Road.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the planning staff that the rezoning request for the eleven (11) properties located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road be

APPROVED.

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVE** the rezoning application of Lennar Carolinas, LLC by a vote of **(6-1)**. At the above referenced meeting, three citizens spoke on this case. One citizen spoke against the rezoning and two citizens did not specify if they were for or against, but had several questions and concerns. The Planning Department received a total of 11 inquiries on this case: two citizens were in favor of the rezoning, three were against, and nine wanted more information.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2018-1542

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: October 22, 2018
Second Reading: November 12, 2018 (Tentative)
Third Reading: November 26, 2018 (Tentative)

Date of 1st Reading: October 22nd, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 12th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: November 26th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-034

Staff Report to Planning Commission

Meeting Date: September 18th, 2018

Proposal: Rezoning application of Lennar Carolinas, LLC to rezone eleven (11) properties that total ± 1,336.75 acres. The applicant is requesting a zoning change from RN, Rural Neighborhood District, and LDR, Low Density Residential District, to MDR, Medium Density Residential District.

Property Location: Along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road. All eleven (11) properties are located just south of the Indian Land section of Lancaster County, SC (TMS # 0048-00-043.01, 0044-00-018.00, 0045L-0B-019.00, 0045L-0B-020.00, 0045-00-005.00, 0044-00-016.00, 0044-00-025.00, 0044-00-001.00, 0044-0-021.00, & a portion of 0044-00-022.00 & 0044-00-024.00).

Zoning District Classification: RN, Rural Neighborhood District and LDR, Low Density Residential Districts; the Carolina Thread Trail Overlay District is present on the largest of the southern parcels.

Voting District: District 1, Terry Graham & District 4, Larry Honeycutt

Site Information

Site Description: The property is undeveloped at the present time.

Vicinity Data

Surrounding Conditions: Adjacent properties to the north are zoned RN, Rural Neighborhood District. Adjacent parcels to the east are zoned RN, Rural Neighborhood District, LDR, Low Density Residential District, and one parcel is zoned GB, General Business District. Adjacent properties to the south are zoned LDR, Low Density Residential District. Adjacent properties to the west are zoned LDR, Low Density Residential District, and RN, Rural Neighborhood District.

Exhibits

1. **Location Map**
2. **Zoning Map**
3. **Future Land Use Map**
4. **Letters from Citizens**

Findings and Conclusions

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District and LDR, Low Density Residential District on the Lancaster County Zoning Map. HI, Heavy Industrial District, is located with a two mile proximity of the subject

property. One of the largest southernmost properties is located within the Carolina Thread Trail Overlay District.

The Future Land Use Map (FLUM) identifies this property as Rural Living. However, a significant portion of the eastern and southern perimeter border of the area subject to this rezoning request directly abuts the Transitional FLUM designation which supports development of suburban single-family neighborhoods. Therefore, if the Comprehensive Plan Amendment 2018-001 is approved, this rezoning request would be compatible with the Transitional designation of the FLUM.

This site is located approximately 2 miles north of the current corporate limits of the City of Lancaster. This rezoning request also supports the long range vision of furthering economic development opportunities that bolster growth and development efforts along the Highway 521 corridor and in close proximity to the City of Lancaster. This rezoning request, and subsequent development, has the potential to direct growth toward the City of Lancaster where infrastructure systems and schools have the capacity to handle additional growth. Additionally, this development has the potential to aid in facilitating transportation improvements that may include a collector road connecting the Highway 521 corridor westward to Old Hickory Road.

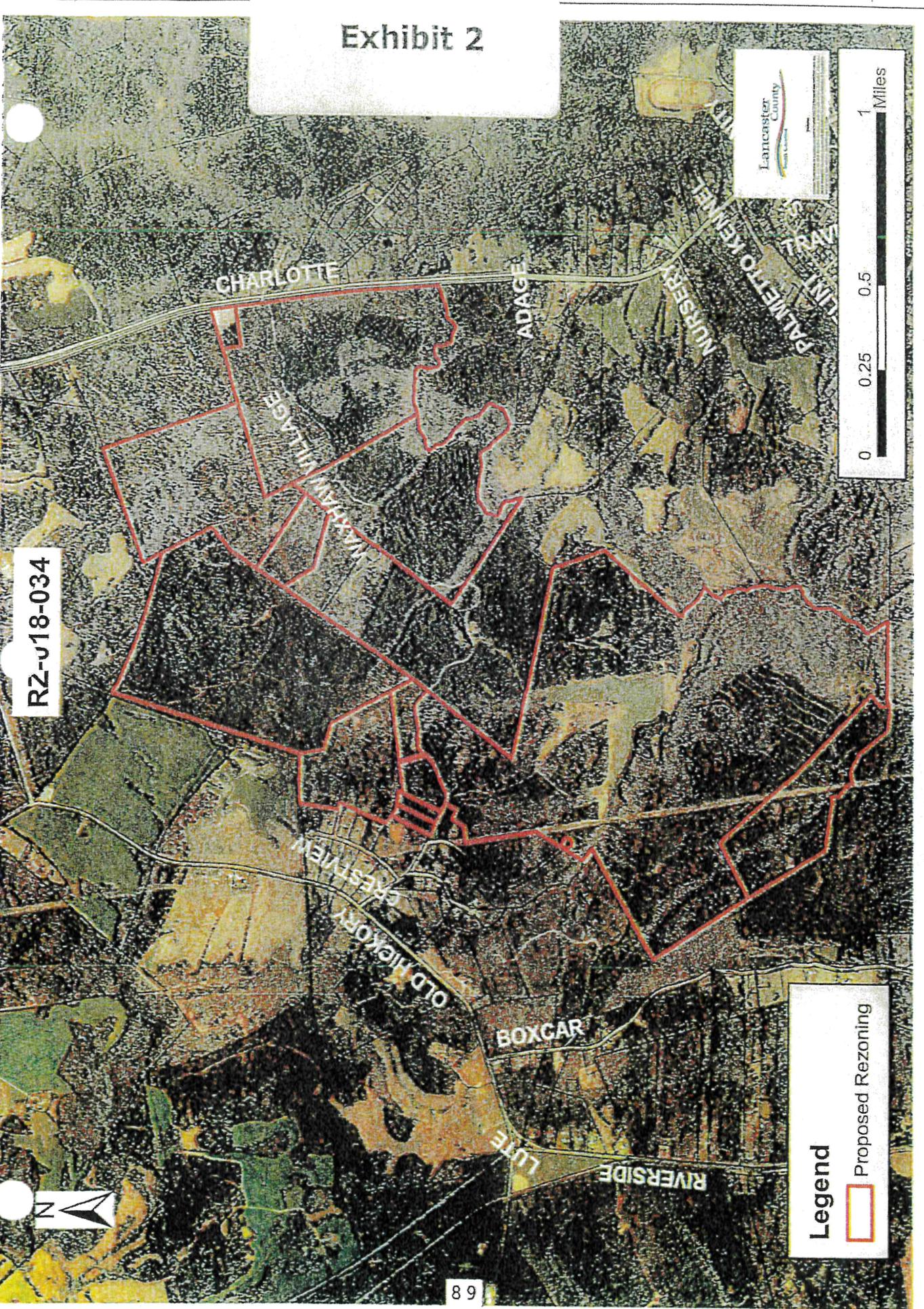
Planning Staff Recommendation

It is therefore the recommendation of the planning staff that the rezoning request for the eleven (11) properties located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road be **APPROVED**.

Planning Commission Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVE** the rezoning application of Lennar Carolinas, LLC by a vote of **(6-1)**. At the above referenced meeting, three citizens spoke on this case. One citizen spoke against the rezoning and two citizens did not specify if they were for or against, but had several questions and concerns. The Planning Department received a total of 11 inquiries on this case: two citizens were in favor of the rezoning, three were against, and nine wanted more information.

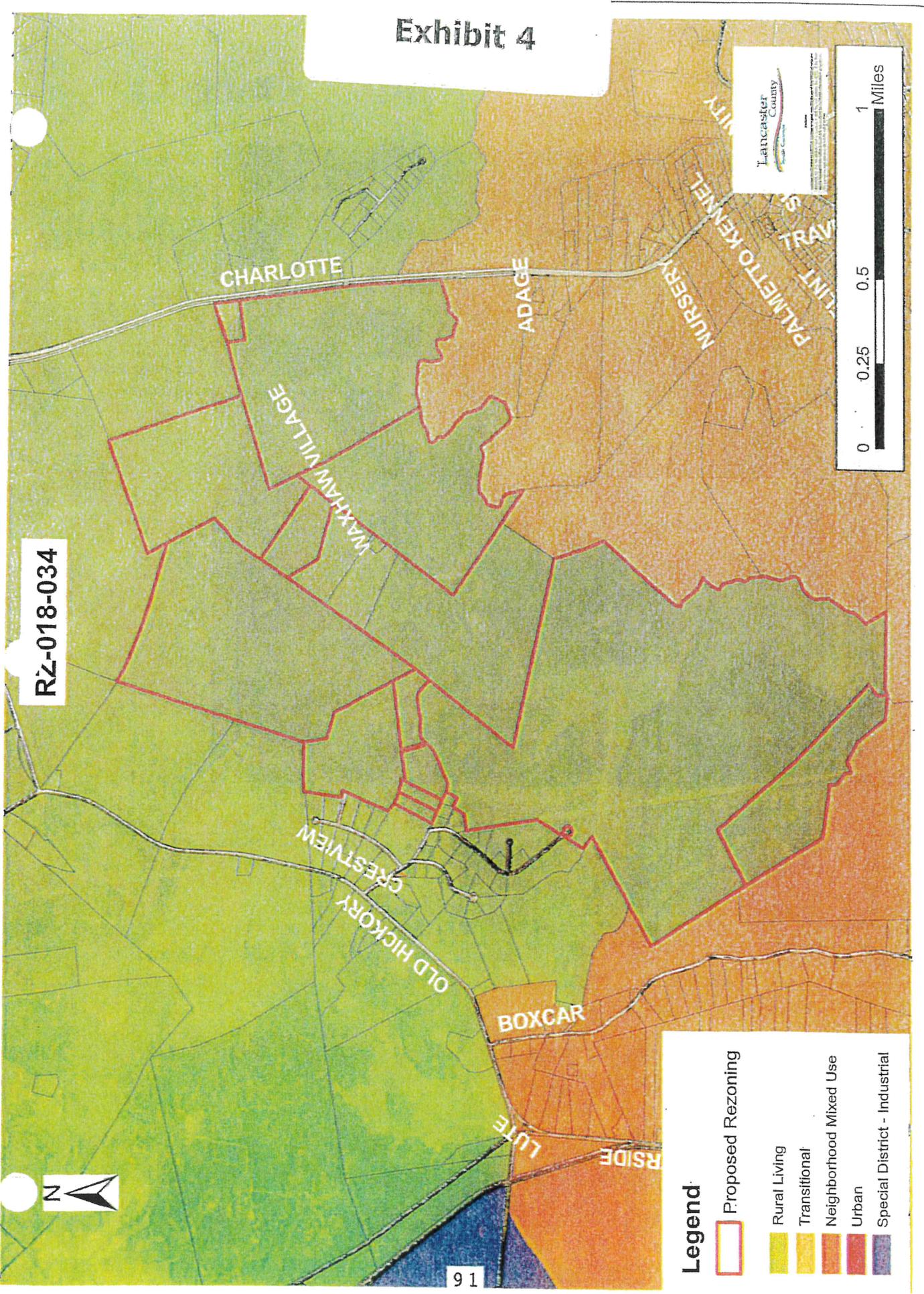
Exhibit 2



RZ-018-034

Legend
[Red Outline] Proposed Rezoning

Exhibit 4



RZ-018-034

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9-20-18

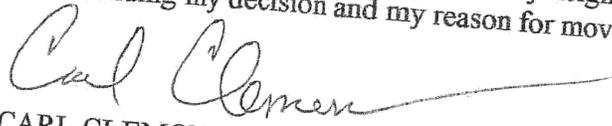
Carl & Latonya Clemons
2734 Sandy Branch Lane
Lancaster, SC 29720

September 17, 2018

SUBJECT: Rezoning Application RZ-018-034

TO: Planning Department
P.O. Box 1809
Lancaster, SC 29721

We are against the rezoning. We lived in Fort Mill, SC for many years, and we saw the impact it had on the town of Fort Mill, SC. We have witness first hand of what a rezoning will do to a quiet town. We do not want our neighborhood or area to become like Indian Land or Fort Mill, SC. We love the quietness here in the area. By rezoning and selling out to these rich companies, so they can make millions of dollars does not benefit me or my family in no way. It will only bring discord to this area, which I consider a safe haven for my Family and my neighbors as of now! I thank you for understanding my decision and my reason for moving to this area.



CARL CLEMONS
2734 Sandy Branch Lane
Lancaster, SC 29720

FILE COPY

Via Electronic Delivery

September 18, 2018

Lancaster County Planning Department
P.O. Box 1809
Lancaster, SC 29721-1809

RE: Support for Rezoning Application RZ-018-034

Dear Members of the Planning Commission:

I write to express my support of Lennar Carolinas, LLC's rezoning application RZ-018-034. I received notice of the rezoning application by virtue of being the owner of property that is adjacent to the parcels for which Lennar is seeking increased density.

I'm familiar with the projects that Lennar has developed and constructed further north in Lancaster and York counties, and am aware of their presence as one of the largest home builders in the US. I support their investment in our county, and believe that the infrastructure they will deliver, as well as the property tax revenues their proposed community will generate, merit the increased density for which they have applied.

I will not be able to attend the Planning Commission meeting on September 18, but have asked my attorney, Dac Cannon, to attend the meeting and deliver this letter of support on my behalf.

Thank you for your time and service to Lancaster County.

Very truly yours,



Sam Paul
Williamson Farm Lane, LLC

cc: DAC

Tina Young

From: The Craigs <thecraigs3@comcast.net>
Sent: Tuesday, September 18, 2018 10:33 AM
To: Tina Young
Subject: [EXTERNAL] Rezoning hearing RZ-018-034

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net

September 2018

18

MS T. Young,

As you have requested from our telephone conversation this morning and since I will not be able to attend the meeting, I am including my concerns related to this rezoning hearing. I own a seventy (70) acer track along Box Car Road which will be the back boundary for the new track if this new zoning is approved. My concern is that this new classification will affect the present zoning classification for my land. I will **strongly object** to this new rezoning classification if it will create a situation that causes the board to rezone what I have been working with since acquiring this parcel on Box Car Rd.

If you need additional information, please contact me. Thank you.

Thomas L. Craig III

1276 S. Barksdale Rd.

Mt. Pleasant, SC 29464

843.884.4608 - Home

843.906.1069 - Cell

Agenda Item Summary

Ordinance # 2018-1543 (RZ-018-035)
Contact Person / Sponsor: Joseph Adams-Raczkowski
Department: Planning
Date Requested to be on Agenda: 10/22/18

Issue for Consideration:

This is the rezoning application of Lennar Carolinas, LLC to rezone 4 properties for a total of ± 140 acres from RN, Rural Neighborhood District to RB, Regional Business District in order to accommodate a future commercial development. All four properties are located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road, just south of the Indian Land section of Lancaster County

Points to Consider:

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. LDR, Low Density Residential District and HI, Heavy Industrial District, are located with a two mile proximity of the subject property. The Carolina Thread Trail Overlay District is present within the companion rezoning request to the south of this property, RZ-018-034.

The Future Land Use Map (FLUM) identifies this property as Rural Living. However, a significant portion of the eastern and southern perimeter border of the area subject to this rezoning request directly abuts the Transitional FLUM designation which supports development of suburban single-family neighborhoods. The Transitional FLUM designation also states that suburban single-family neighborhood are often found in close proximity to suburban commercial, office, and industrial centers, and help provide needed support to these centers. Therefore, if the Comprehensive Plan Amendment 2018-001 is approved, this rezoning request would be compatible with the Transitional designation of the FLUM.

This site is located approximately 2 miles north of the current corporate limits of the City of Lancaster. This rezoning request also supports the long range vision of furthering economic development opportunities that bolster growth and development efforts along the Highway 521 corridor and in close proximity to the City of Lancaster. This rezoning request, and subsequent commercial development, has the potential to direct growth toward the City of Lancaster where infrastructure systems have the capacity to handle additional growth. Additionally, this development, as well as the companion zoning request RZ-018-034, have the potential to aid in facilitating transportation improvements that may include a collector road connecting the Highway 521 corridor westward to Old Hickory Road.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is therefore the recommendation of the Planning Staff that the rezoning request by Lennar Carolinas, LLC for the ± 125 acres of property located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road be **APPROVED**.

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVE** the rezoning application of Lennar Carolinas, LLC by a vote of (6-1). One citizen signed up to speak on this rezoning case but decided to pass on commenting at this time. The Planning Department received five informational inquires on this project.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1543

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: October 22, 2018
Second Reading: November 12, 2018 (Tentative)
Third Reading: November 26, 2018 (Tentative)

Date of 1st Reading: October 22, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 12th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: November 26th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-035
Staff Report to Planning Commission
Meeting Date: September 18th, 2018

Proposal: This is the rezoning application of Lennar Carolinas, LLC to rezone 4 properties for a total of ± 125 acres from RN, Rural Neighborhood District to RB, Regional Business District in order to accommodate a future commercial development.

Property Location: All four properties are located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road, just south of the Indian Land section of Lancaster County (TMS # 0044-00-002.00, 0044-00-023.00, and a portion of 0044-00-022.00 and 0044-00-024.00).

Zoning District Classification: Rural Neighborhood District. The Carolina Thread Trail Overlay District is present within the companion rezoning request to the south of this property, RZ-018-034.

Voting District: District 1, Terry Graham

Site Information

Site Description: All four properties are wooded and vacant.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are zoned RN, Rural Neighborhood District.

Exhibits

1. **Rezoning Application**
2. **Location & Zoning Map**
3. **Future Land Use Map**
4. **Tax Inquiry Sheets**

Findings and Conclusions

The facts and findings of this report show that the property is designated as RN, Rural Neighborhood District on the Lancaster County Zoning Map. LDR, Low Density Residential District and HI, Heavy Industrial District, are located with a two mile proximity of the subject property. The Carolina Thread Trail Overlay District is present within the companion rezoning request to the south of this property, RZ-018-034.

The Future Land Use Map (FLUM) identifies this property as Rural Living. However, a significant portion of the eastern and southern perimeter border of the area subject to this rezoning request directly abuts the Transitional FLUM designation which supports development of suburban single-family neighborhoods. The Transitional FLUM designation also states that

Date of 1st Reading: October 22, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 12th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: November 26th, 2018
__ Approved __ Denied __ No Action

suburban single-family neighborhood are often found in close proximity to suburban commercial, office, and industrial centers, and help provide needed support to these centers. Therefore, if the Comprehensive Plan Amendment 2018-001 is approved, this rezoning request would be compatible with the Transitional designation of the FLUM.

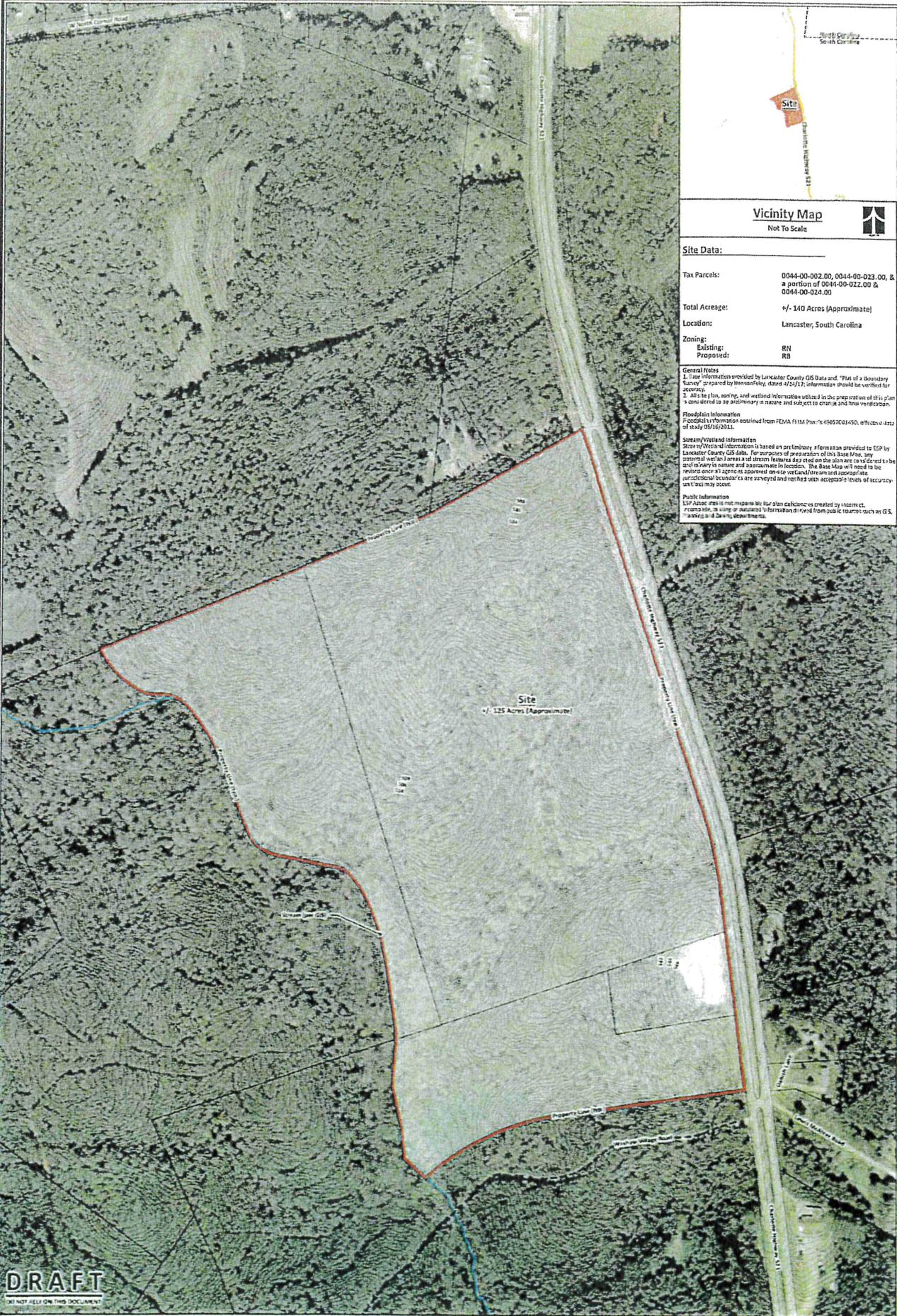
This site is located approximately 2 miles north of the current corporate limits of the City of Lancaster. This rezoning request also supports the long range vision of furthering economic development opportunities that bolster growth and development efforts along the Highway 521 corridor and in close proximity to the City of Lancaster. This rezoning request, and subsequent commercial development, has the potential to direct growth toward the City of Lancaster where infrastructure systems have the capacity to handle additional growth. Additionally, this development, as well as the companion zoning request RZ-018-034, have the potential to aid in facilitating transportation improvements that may include a collector road connecting the Highway 521 corridor westward to Old Hickory Road.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Lennar Carolinas, LLC for the ± 125 acres of property located along the western side of Highway 521, between the intersections of W. North Corner Road and Shiloh Unity Road be **APPROVED**.

Recommendation From Planning Commission Meeting

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVED** the rezoning application of Lennar Carolinas, LLC by a vote of (6-1). One citizen signed up to speak on this rezoning case but decided to pass on commenting at this time. The Planning Department received five informational inquires on this project.



Vicinity Map
Not To Scale



Site Data:

Tax Parcels: 0044-00-002.00, 0044-00-023.00, & a portion of 0044-00-022.00 & 0044-00-024.00

Total Acreage: +/- 140 Acres (Approximate)

Location: Lancaster, South Carolina

Zoning:
Existing: RN
Proposed: RB

General Notes
1. All information provided by Lancaster County GIS Data and "Part of a Boundary Survey" prepared by Hinson/Key, dated 4/24/17, information should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and their verification.

Floodplain Information
Floodplain information obtained from FEMA's FIRM's (1607004450), effective date of study 05/16/2011.

Stream/Wetland Information
Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS Data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Base Map will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy. Uncertainties may occur.

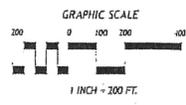
Public Information
ESP Assoc does not make any warranty for plan documents created by its staff. It is the user's responsibility to use or acquire information derived from public sources such as GIS, zoning and planning departments.

DRAFT
DO NOT RELY ON THIS DOCUMENT

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
803.802.2440
www.espassociates.com



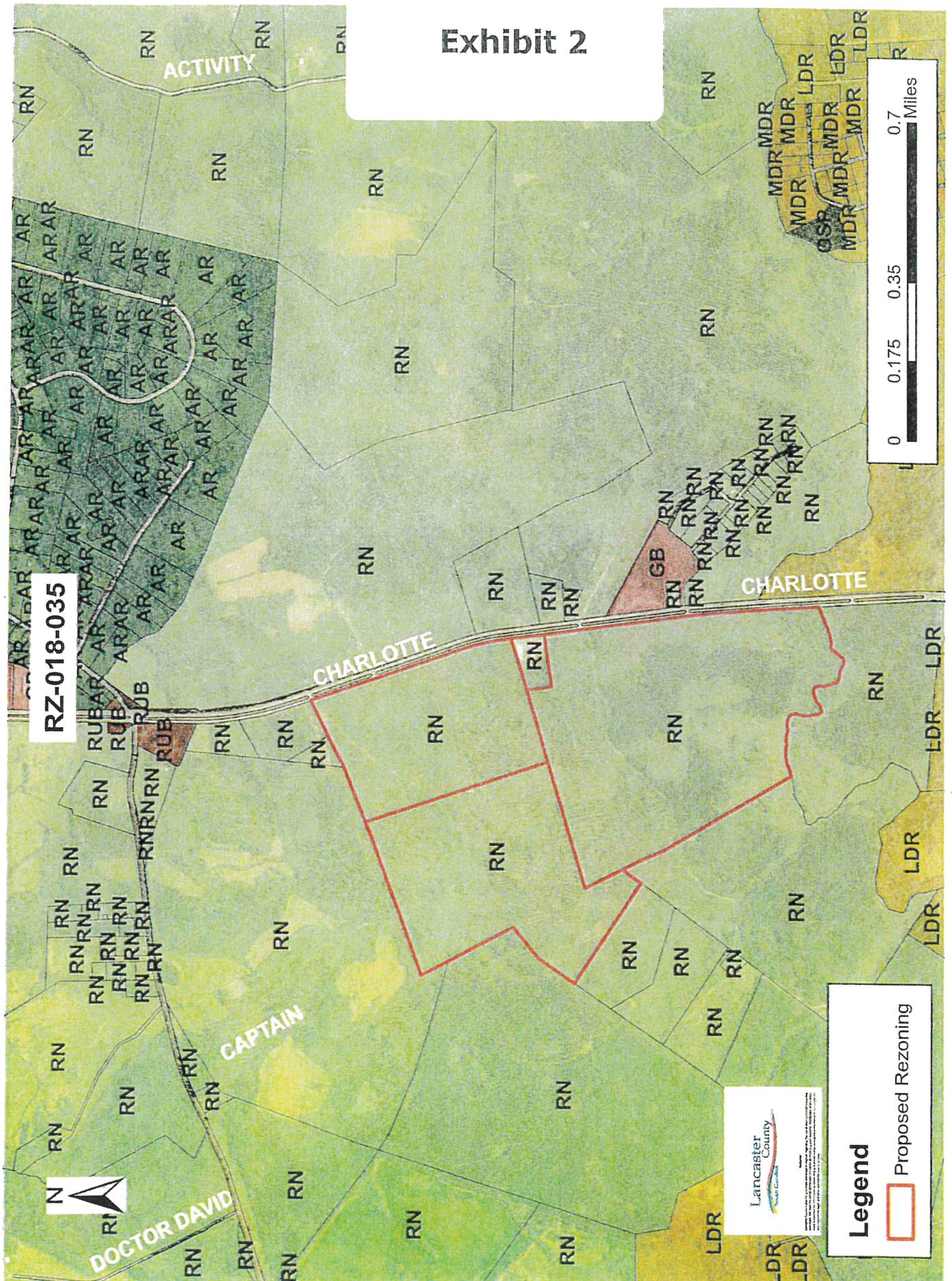
**Norman Commercial Property
Rezoning Exhibit**



LENNAR
1713 Capital Lane, #412
Charlotte, NC 28221

Exhibit 2

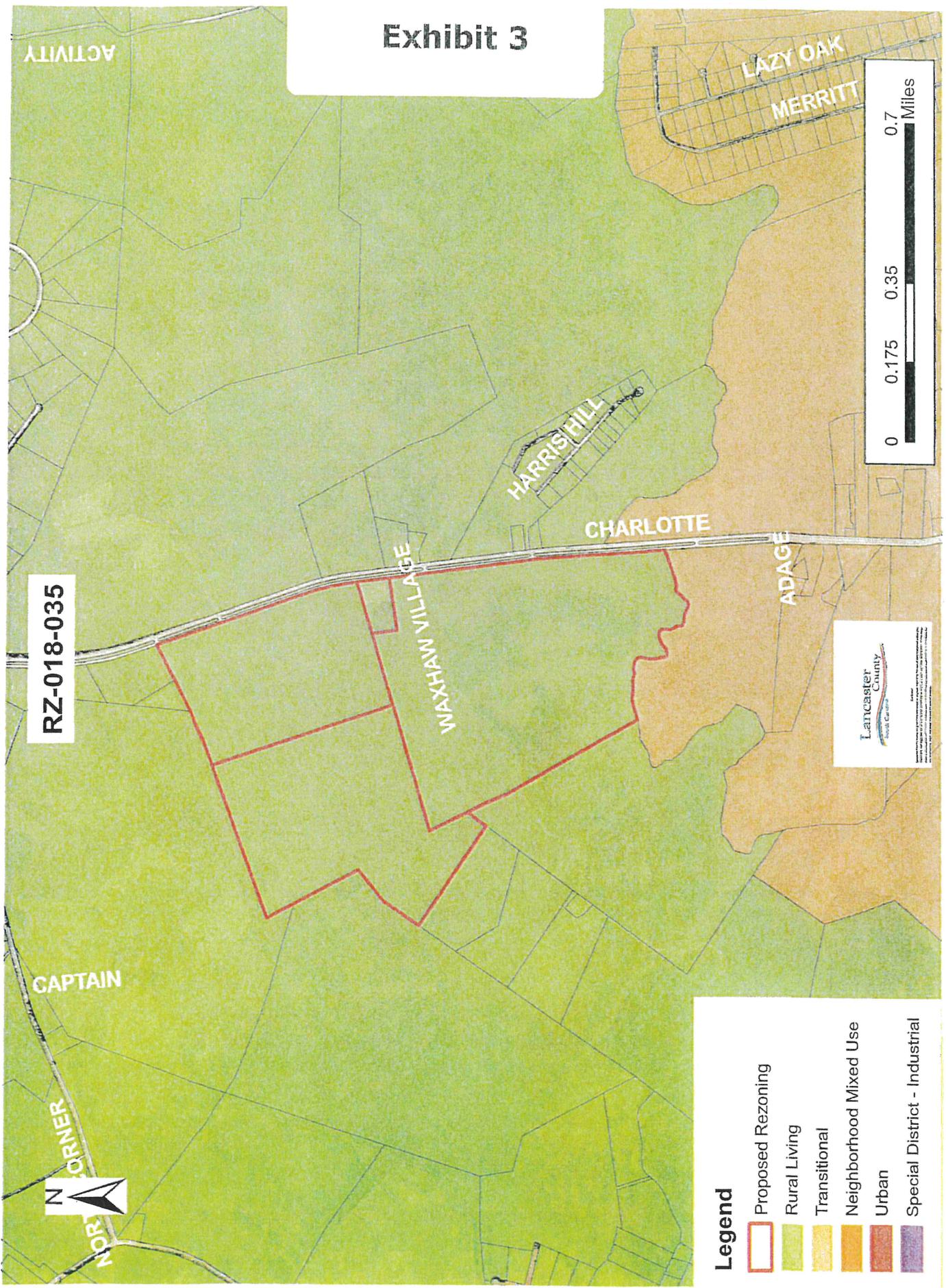
RZ-018-035



Legend

Proposed Rezoning

Exhibit 3



- Legend**
- Proposed Rezoning
 - Rural Living
 - Transitional
 - Neighborhood Mixed Use
 - Urban
 - Special District - Industrial

Agenda Item Summary

Ordinance # 2018-1544/ RZ-018-033
Contact Person: Joey Adams-Raczkowski
Department: Planning
Date Requested to be on Agenda: October 22nd, 2018

Issue for Consideration:

This is the rezoning application of Lennar Carolinas, LLC to rezone 5 properties, totaling ±311.48 acres, from RN, Rural Neighborhood District and LDR, Low Density Residential District to MDR, Medium Density Residential District in order to accommodate future residential development. All five properties are located along Henry Harris Road, north of the intersection of Jim Wilson Road and Henry Harris Road in the Indian Land section of Lancaster County, SC (TMS # 0014-00-005.00, 0014-00-025.01, 0014-00-034.04, 0014-00-025.00, 0014-00-032.01). All five properties are wooded and vacant. Immediately adjacent properties are zoned MDR, Medium Density Residential District, LDR, Low Density Residential District, and RN, Rural Neighborhood District.

Points to Consider:

The facts and findings of this report show that the properties are designated as both RN, Rural Neighborhood, and LDR, Low Density Residential districts on the Lancaster County Zoning Map. These properties are also within the Carolina Thread Trail and Carolina Heelsplitter Overlay Districts. The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*.

This area has developed over time with higher density residential development. There are several existing subdivision developments and legacy Planned Developments within the vicinity of the rezoning request that were approved in the late 1990's and early 2000's. The most recent subdivision, Bent Creek, was approved in 2014 and includes a Development Agreement.

However, the countywide rezoning that occurred in late 2016, along with the adoption of the Unified Development Ordinance, determined that the subject properties and surrounding area could only support future residential development at lower densities. This is due largely to the potentially negative impacts that additional residential development could have on schools, water and sewer infrastructure, environmental systems, and transportation networks in this specific area. Therefore, the LDR, Low Density Residential District, and RN, Rural Neighborhood District, continue to be the most appropriate zoning designations that ultimately support the low-density residential development vision for this area.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

It is the recommendation of the Planning Staff that the rezoning request by Lennar Carolinas, LLC for the ± 311.48 acres of property located north of the intersection of Jim Wilson Road and Henry Harris Road be **DENIED**.

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVE** the rezoning application of Lennar Carolinas, LLC by a vote of (7-0). At the above referenced meeting one person spoke in favor of the rezoning. The Planning Department has received a total of 23 inquiries, of which 18 citizens were against the rezoning. Those against cited safety concerns on Henry Harris Road, such as blind curves and increased traffic.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2018-1544

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

Section 2. Rezoning.

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

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: October 22, 2018
Second Reading: November 12, 2018 (Tentative)
Third Reading: November 26, 2018 (Tentative)

Date of 1st Reading: October 22nd, 2018
__ Approved __ Denied __ No Action

Date of 2nd Reading: November 12th, 2018
__ Approved __ Denied __ No Action

Date of 3rd Reading: November 26th, 2018
__ Approved __ Denied __ No Action



Case No. RZ-018-033
Staff Report to Planning Commission
Meeting Date: September 18th, 2018

Proposal: This is the rezoning application of Lennar Carolinas, LLC to rezone 5 properties, totaling ±311.48 acres, from RN, Rural Neighborhood District and LDR, Low Density Residential District to MDR, Medium Density Residential District in order to accommodate future residential development.

Property Location: All five properties are located along Henry Harris Road, north of the intersection of Jim Wilson Road and Henry Harris Road in the Indian Land section of Lancaster County, SC (TMS # 0014-00-005.00, 0014-00-025.01, 0014-00-034.04, 0014-00-025.00, 0014-00-032.01).

Zoning District Classification: Rural Neighborhood and Low Density Residential Districts; The Carolina Thread Trail is present along Henry Harris Road, and the subject properties are located within the Carolina Heelsplitter Overlay Districts

Voting District: District 1, Terry Graham & District 7, Brian Carnes

Site Information

Site Description: All five properties are wooded and vacant.

Vicinity Data

Surrounding Conditions: Immediately adjacent properties are zoned MDR, Medium Density Residential District, LDR, Low Density Residential District, and RN, Rural Neighborhood District.

Exhibits

- 1. Location & Zoning Map**
- 2. Future Land Use Map**
- 3. Letters from Citizens**

Findings and Conclusions

The facts and findings of this report show that the properties are designated as both RN, Rural Neighborhood, and LDR, Low Density Residential districts on the Lancaster County Zoning Map. These properties are also within the Carolina Thread Trail and Carolina Heelsplitter Overlay Districts. The Future Land Use Map identifies this property as Neighborhood Mixed-Use based on the *Lancaster County Comprehensive Plan 2014-2024*.

This area has developed over time with higher density residential development. There are several existing subdivision developments and legacy Planned Developments within the vicinity of the rezoning request that were approved in the late 1990's and early 2000's. The most recent subdivision, Bent Creek, was approved in 2014 and includes a Development Agreement.

Date of 1st Reading: October 22nd, 2018
 Approved Denied No Action

Date of 2nd Reading: November 12th, 2018
 Approved Denied No Action

Date of 3rd Reading: November 26th, 2018
 Approved Denied No Action

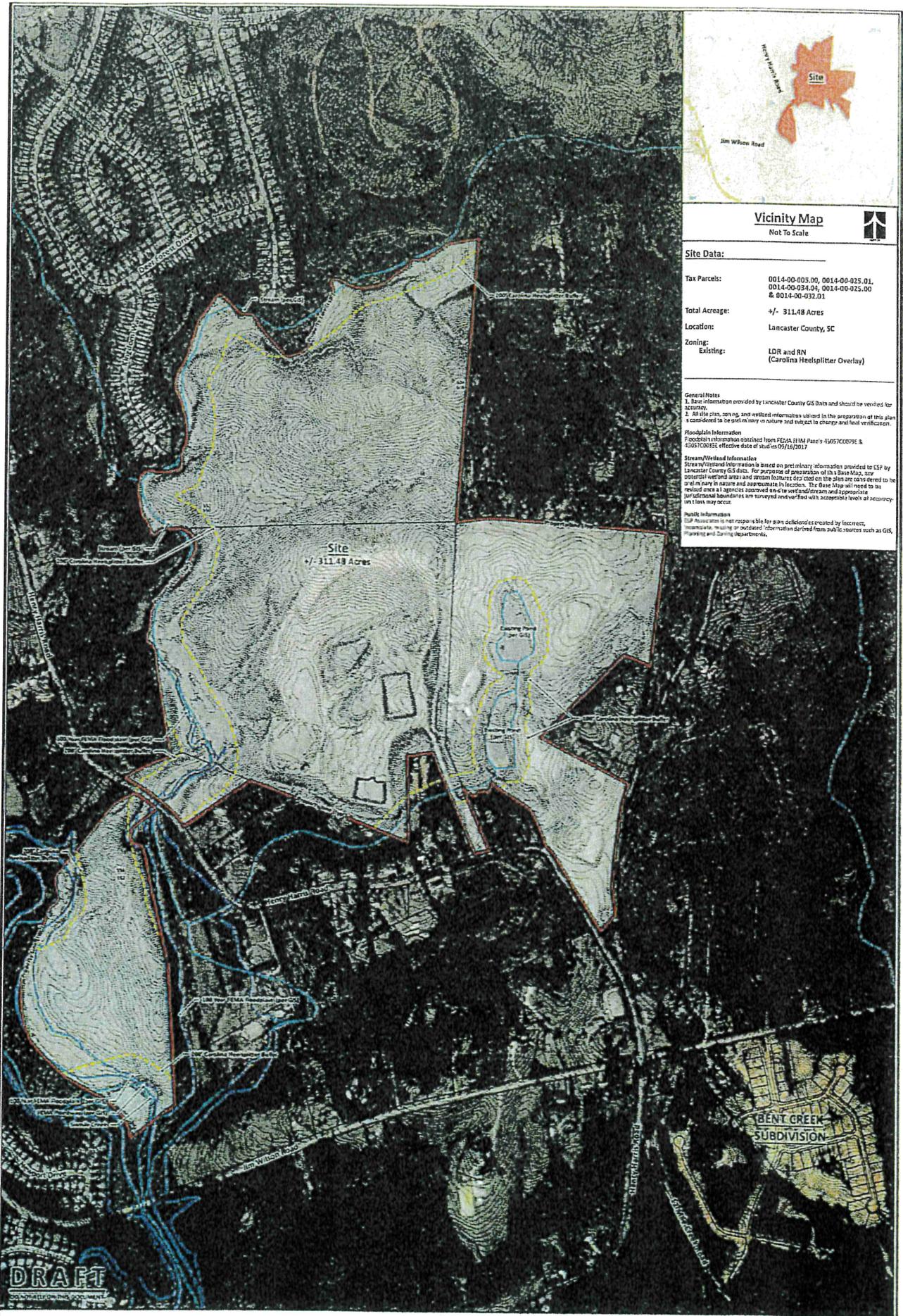
However, the countywide rezoning that occurred in late 2016, along with the adoption of the Unified Development Ordinance, determined that the subject properties and surrounding area could only support future residential development at lower densities. This is due largely to the potentially negative impacts that additional residential development could have on schools, water and sewer infrastructure, environmental systems, and transportation networks in this specific area. Therefore, the LDR, Low Density Residential District, and RN, Rural Neighborhood District, continue to be the most appropriate zoning designations that ultimately support the low-density residential development vision for this area.

Planning Staff Recommendation

It is therefore the recommendation of the Planning Staff that the rezoning request by Lennar Carolinas, LLC for the ± 311.48 acres of property located north of the intersection of Jim Wilson Road and Henry Harris Road be **DENIED**.

Planning Commission Recommendation

At the Lancaster County Planning Commission meeting on Tuesday, September 18th, 2018 the Commission voted to **APPROVE** the rezoning application of Lennar Carolinas, LLC by a vote of (7-0). At the above referenced meeting one person spoke in favor of the rezoning. The Planning Department has received a total of 23 inquiries, of which 18 citizens were against the rezoning. Those against cited safety concerns on Henry Harris Road, such as blind curves and increased traffic.



Vicinity Map
Not To Scale

Site Data:

Tax Parcels:	0014-00-005.00, 0014-00-025.01, 0014-00-034.04, 0014-00-025.00 & 0014-00-032.01
Total Acreage:	+/- 311.48 Acres
Location:	Lancaster County, SC
Zoning:	LDR and RN (Carolina Heelsplitter Overlay)

General Notes
 1. Base information provided by Lancaster County GIS Data and should be verified for accuracy.
 2. All site plan, zoning, and wetland information shown in the preparation of this plan is considered to be advisory in nature and subject to change and final verification.

Floodable Information
 Floodable information obtained from FEMA Flood Panel's 45057C0079E & 45057C0079E, effective date of study is 02/16/2017.

Stream/Wetland Information
 Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS Data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on this map are considered to be preliminary in nature and approximate in location. The Base Map will need to be reviewed and a site-specific approved map of wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy in this map series.

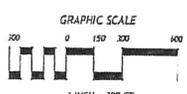
Public Information
 ESP Associates is not responsible for any deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.

DRAFT

ESP ESP Associates, Inc.
 P.O. Box 7919
 Charlotte, NC 28241
 803.592.2110
 www.espassoc.com



Henry Harris Road Site
Base Map



6701 Carmel Road
Charlotte, NC 28226

Exhibit 2

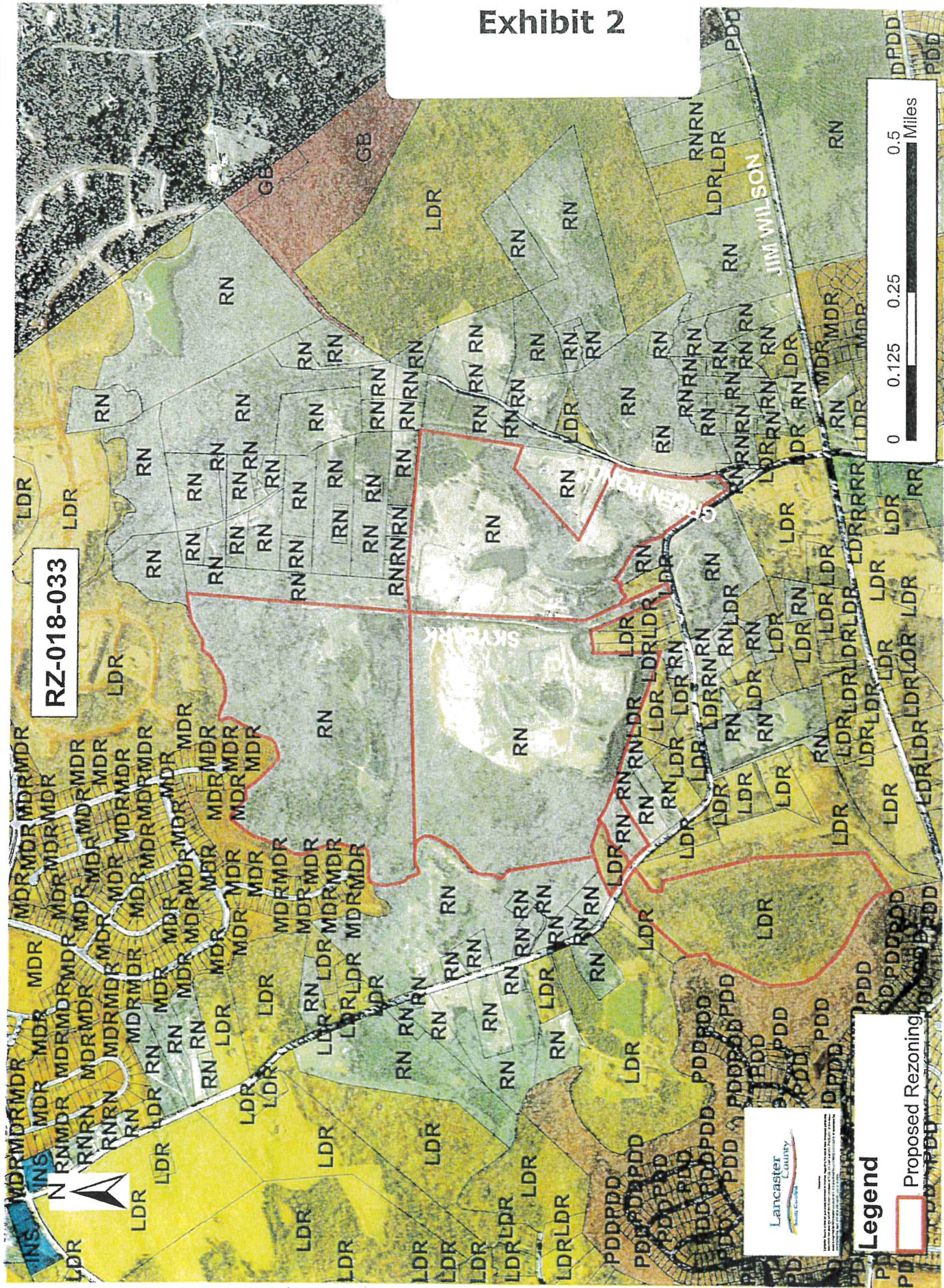
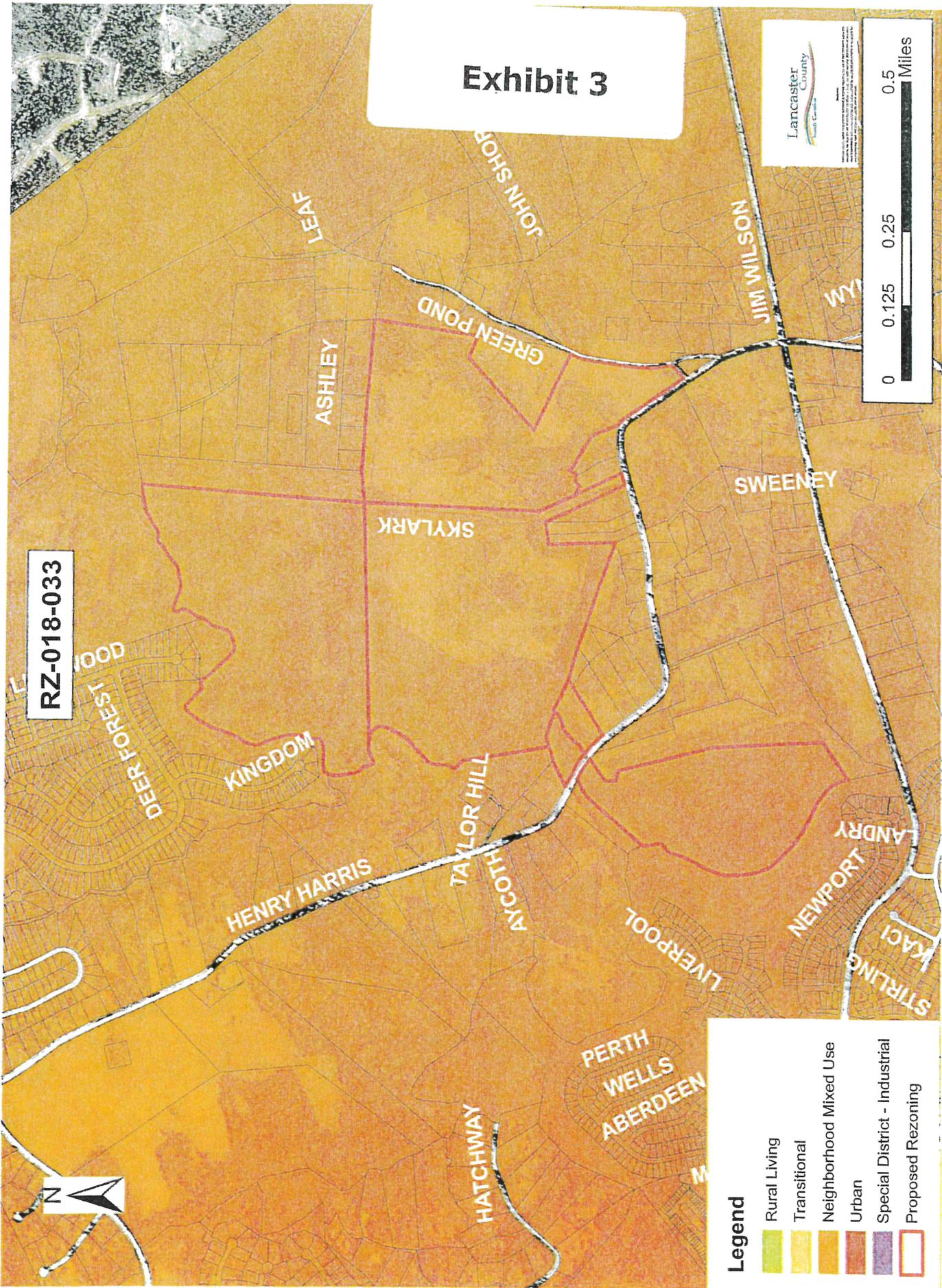


Exhibit 3



RZ-018-033



- Legend**
- Rural Living
 - Transitional
 - Neighborhood Mixed Use
 - Urban
 - Special District - Industrial
 - Proposed Rezoning

Tina Young

From: Planning Mailbox
Sent: Wednesday, September 26, 2018 10:42 AM
To: Penelope Karagounis; Joseph Adams-Raczkowski; Andy Rowe; Tina Young
Subject: FW: [EXTERNAL] rezoning of Henry Harris rd property

From: Bob Fultz [mailto:bfultz@myers-chapman.com]
Sent: Wednesday, September 26, 2018 10:21 AM
To: Planning Mailbox <Planning@lancastercountysc.net>
Cc: Brian Carnes <briancarnes@lancastercountysc.net>; Terry Graham <tgraham@lancastercountysc.net>
Subject: [EXTERNAL] rezoning of Henry Harris rd property

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net

Planning and zoning staff, county council members:

I was in attendance of the meeting on Sept 18th for the request to rezone 312 acres currently zoned LDR. As an adjacent property owner I have a lot of concern on this issue.

Having lived on this property for over 43 years we have witnessed the changes to the growth of our neighborhood. In the meeting I heard the planning staff recommend to deny this rezoning request. One of your points was the narrow, curvy, and hilly road was not suitable for the added traffic this rezoning might bring.

There have been so many wrecks at my driveway alone, and 1 was a fatality that this should be a major concern of the County Planners. I at one time had a fence along the road but it was torn down so many times that I removed it. My mailbox is torn down more than anyone else's on the entire length of Henry Harris rd that I am aware of and we travel in and out of our residence numerous times daily. The latest accident was on Friday Sept 14th, a car over turned. I can show the scars on several trees from the impact of being hit. Maybe you should check with other homeowners along this curvy road for their input on number of accidents also. Check with SCDOT on number of accidents, check with local fire dept on number of calls, and also the sheriff dept.

Just this morning while my wife was returning from grocery store at 7:00 am and while she was driving on the stretch of Henry Harris from Marvin rd to the Shelly Mullis Stop sign she passed by 117 cars. How long does it take to drive this stretch while moving the speed limit. How many cars would it be on an hour??? Plus we will have more cars from the new development under construction now.

On the stretch from Shelly Mullis to our house she passed 38 cars in this 1 ½ mile stretch. This takes what 3 minutes to travel this portion?

One of the main entrances to this proposed community will be maybe 75 yards from our property. And beyond that entrance maybe another 75 yards is an even sharper curve. This road was built as a farmer to farmer road and never has been updated except to be paved 1 time in 50 years. All the original curves to miss a farmers fields and houses are still there. Please take the time to visit this area and just look how close some homes are and the hilly curvy roads proximity to them. With the congestion on 521 this has become a major bypass already. Work should have been done years ago for just this issue. Now with even more homes the problem will just grow beyond your imaginations.

Please don't accept that just because Lennar Homes SAYS they will only build 377 homes on 312 acres when the proposed zoning change will allow 2 ½ homes per acre. Why rezone this property from LDR which will accommodate over 450 homes to MDR and allow nearly 800 homes.

We all hear about the congestion that growth in the entire Indian Land area has caused. There was even a major movement to become its own town to help curb the mass development, you can help this now by denying this request.

I am not total against the new community, not happy about it either, but to nearly double the allowable homes is a no-brainer. I am sure I am not alone in this.

Thanks you for your time, Bob Fultz 8027 Henry Harris Rd, Indian Land

Judy Barrineau

From: Christy Pray <christyleepray@gmail.com>
Sent: Tuesday, September 18, 2018 4:09 PM
To: Planning Mailbox
Subject: [EXTERNAL] Rezoning Henry Harris- Please keep it RN & LDR

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net

Dear Planning Department,

We have recieved your letter regarding the rezoning of the properties adjacent to our property at 7789 Henry Harris Road. We hope and pray that you consider keeping this lovely area Rural Neighborhood District and Low Density Residential District. We understood that development is inevitable. We are hoping to keep the area as nicely rural and family friendly as possible. We ourselves have been working super hard to clean up & beautify our own property for our family and everyone around for now and for the future. Traffic has recently increased greatly on our once quiet road. We love watching the cyclist, runners & occasional horses go by our property. We hope to keep it as quiet & safe as possible for all. Thank you so much for considering our request to keep the properties adjacent to our place RN & LDR.

Thank you,
Christy Pray
Winn Pray
7789 Henry Harris Road
Indian Land, SC 29707
704 302 7039

Rebecca Kosztyo
PO Box 495
Apalachin, NY 13732
September 18, 2018

tyoung@lancastrcountysc.net

Dear Sir or Madam:

I am writing about rezoning for the property along Henry Harris Rd, north of intersection of Jim Wilson Road and Henry Harris Road.

My family has owned this property and other property along Henry Harris Road for generations. Members of our family live on Henry Harris Road and in other areas of Indian Land. We have had reason to sell parcels in the past and have been trying to sell the current parcel for over 4 years since my mother passed. It is not reasonable for the multiple family members that inherited the property to keep it in our family. It needs to be sold, and we should be able to sell it at a value commiserate to other land sales in the area.

Due to the low density of our properties along Henry Harris Road, our family has suffered financial loss on multiple occasions throughout the years. In looking at the zoning map, there is no consistency in the zoning along Henry Harris Road. It has almost appeared that the property owned by the Harris Family has been singled out for low zoning.

The land that we are currently trying to sell is landlocked. With the current easement, we are further restricted on selling our property. Our land needs to be bundled with other properties for us to get a reasonable value for it. Even in the bundling, we have the lesser valued property because it is landlocked.

Lennar is a very well-known and prestigious developer in the Indian Land community. We are pleased that they have an interest in our property because we know that they will build a development that will enhance the community. While they are asking for a somewhat higher density, it is still quite low for an area so close to the metropolitan area of Charlotte.

Please accept our request to increase the density of our property on Henry Harris Road.

Sincerely,



Rebecca Kosztyo, Trustee for Margaret S. Harris Family Trust
Owner of Parcel Number 0014-00-005.00 (Account 1685)

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	October 22, 2018

Issue for Consideration:

Catawba Council of Governments – Economic Development Administration pending grants.

Points to Consider:

The following grants are in progress in Lancaster County. None are direct County projects but I do want to make sure that Council is aware of this activity through the COG.

1. Regional Wastewater Collection Rehabilitation – Lancaster County Water and Sewer District and City of Lancaster (co-applicants). Replace approximately 31,640 linear feet of sewer line. Total project cost of \$4,800,000 of which \$3,840,000 would be grant funding and \$960,000 would be cash match.
2. Infrastructure Improvements – Town of Kershaw. Replace 9,600 linear feet of sewer line and 500 linear feet of water line; replacement of a sewer pump station. Total project cost of \$2,657,531 of which \$2,126,025 would grant funding and \$531,506 would be cash match.

Funding and Liability Factors:

N/A

Council Options:

None – information only.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution#: Discussion/Information Item
Contact Person / Sponsor: Steve Willis
Department: Admin
Date Requested to be on Agenda: October 22, 2018

Issue for Consideration:

Palmetto Pride tree grant.

Points to Consider:

Parks and Recreation has obtained a tree grant through Palmetto Pride. There is no cash grant funding or cash match for this grant. The grant involves the donation of trees for use in public spaces.

The 147 trees (grant sheet attached) will be planted at the Buford Recreation Center.

The match requirement is a litter pickup day so the community profits from that as well.

Funding and Liability Factors:

N/A

Council Options:

None – information only as this is a 100% grant.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

PalmettoPride

PO Box 50217
Columbia, SC 29250
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
Fax 1.803.758.6032
www.palmettopride.org

September 28, 2018

Mike Barnes
Lancaster County Parks and Recreation
PO Box 243
Lancaster, SC 29721

Dear Mr. Barnes:

It gives me great pleasure to inform you that Lancaster County Parks and Recreation has been awarded the following trees through our 2019 Tree Grant:

All trees are 2 - 6 feet in height, 1 to 1-½ inch in diameter and in 5 gallon nursery pots.

SPECIES	AWARD
Bald Cypress	3
Crape Myrtle (Pink)	46
Crape Myrtle (Red)	16
Dogwood	11
Eastern Redbud	18
Eastern Red Cedar	
Green Giant Thuja	
Live Oak	39
Pin Oak	14
Red Maple	
TOTAL	147

Trees will be available for pick up on **Friday, October 26 between the hours of 10am – 1 pm** at the SC Department of Correctional Facility, located in Columbia at 4444 Broad River Road, Columbia, SC 29210.

Please find enclosed the PalmettoPride Grant Guidelines. It is your responsibility to ensure all guidelines of the grant and SC Department of Transportation encroachment and/or right of way permits pertaining to the planting of trees are strictly adhered. This is to ensure clear visibility and that safety is maintained on our roadways. **In order to receive your trees, please sign the guideline page and return it to our office via mail or fax (803) 758-6032. Maintain original in your files.**

Again, congratulations and thank you for helping make South Carolina a beautiful place to live.

Sincerely,



Sherryl Jenkins
Grants Coordinator



Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	October Public Safety Comm. Meeting/ October 22, 2018 Council Meeting

Issue for Consideration:

Acceptance of 100% grant.

Points to Consider:

This is a 100% federal grant so no Council action is needed. We do want to keep you posted on grants however.

This grant relates to the Opioid Response Network.

Funding and Liability Factors:

\$493,950 in federal funding.

Council Options:

N/A as this is a 100% grant.

Staff Recommendation:

N/A

Committee Recommendation:

N/A



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 14

I. RECIPIENT NAME AND ADDRESS (Including Zip Code) Lancaster County 1941 Pageland Highway P.O. Box 1809 Lancaster, SC 29721		4. AWARD NUMBER: 2018-AR-BX-K053	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
2a. GRANTEE IRS/VENDOR NO. 576000371		6. AWARD DATE 09/28/2018	7. ACTION Initial
2b. GRANTEE DUNS NO. 086866944		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Lancaster County Opioid Response Network		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 493,950	
		11. TOTAL AWARD \$ 493,950	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - CARA) 34 USC 10701, et seq.; Pub. L. No. 115-141, 132 Stat 348, 422			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.838 - Comprehensive Opioid Abuse Site-Based Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Steve Willis County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-8-18
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B AR 80 00 00 493950		21. TARUGT1754	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Agenda Item Summary

Ordinance # / Resolution#: Information Item
Contact Person / Sponsor: Barry Faile
Department: Sheriff
Date Requested to be on Agenda: October 8, 2018

Issue for Consideration:

Acceptance of DUI Enforcement Grant.

Points to Consider:

Council was previously made aware of the submittal of this grant application. The grant funds one deputy and equipment for the purpose of Impaired Driving Enforcement.

This is a 100% grant so no formal action is needed by County Council.

Funding and Liability Factors:

Grant funding in the amount of \$92,101 has been awarded. There is no local match.

Council Options:

N/A as this is a 100% grant.

Staff Recommendation:

N/A – no action is needed but we did want to make sure that Council was informed of this grant.

Committee Recommendation:

N/A as this is a 100% grant.

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

GRANT AWARD

Subgrantee: Lancaster County
Grant Title: Impaired Driving Enforcement
Grant Period: 10/1/2018 - 9/30/2019 Date of Award: October 1, 2018
Amount of Award: \$92,101 Grant No.: M4HVE-2019-HS-49-19

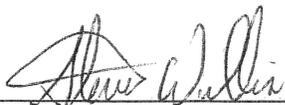
In accordance with the provisions of the Highway Safety Act of 1966, 72 Stat. 885, as amended, CFDA No. 20.616, and on the basis of the application for a grant award submitted to the Office of Highway Safety and Justice Programs, the S. C. Department of Public Safety hereby awards to the foregoing Subgrantee, a grant in the amount shown above for the projects specified in the application and within the purposes and categories authorized for the Highway Safety grants.

This grant is subject to conditions set forth within the application and must begin implementation within 90 days following the award date or be subject to automatic cancellation of the grant. Evidence of implementation must be detailed in the first progress report.

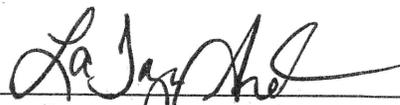
The grant shall become effective as of the date of the award, contingent upon the return of the original of this form to the Office of Highway Safety and Justice Programs, signed by the Subgrantee in the space provided below. This award must be accepted within 30 days, and such progress and other reports required by the S. C. Department of Public Safety must be submitted to the Office of Highway Safety and Justice Programs in accordance with regulations.

ACCEPTANCE FOR THE SUBGRANTEE

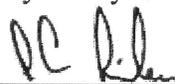
ACCEPTANCE FOR THE SFA



Signature of Official Authorized to Sign
Steve Willis



LaToya Grate, Highway Safety Program Administrator
Office of Highway Safety and Justice Programs



Phil Riley, Director
Office of Highway Safety and Justice Programs

GRANT AWARD DATA: THIS AWARD IS SUBJECT TO SPECIAL CONDITIONS ATTACHED AND
UPDATED TERMS AND CONDITIONS ATTACHED.

Agenda Item Summary

Ordinance # / Resolution#:	Information Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin.
Date Requested to be on Agenda:	October 22, 2018

Issue for Consideration:

Proceeding with Del Webb Library work.

Points to Consider:

Based on the discussion at the prior Council meeting I have authorized Nicholas to plan on proceeding with the Del Webb – Indian Land Library Branch once final data and plans are completed. We are not yet to that stage. Funding requirements for this component of the Capital Project Sales Tax will be approximately \$900,000 and will include existing building modifications as well as expansion of the meeting room.

Design work continues for the Lancaster Branch and we are holding to learn about the potential of relocating the Kershaw Branch.

Additionally we had an inquiry and the scope of work and price estimates are being prepared for needed abatement work at the Lancaster Branch.

Funding and Liability Factors:

Once final pricing data for the Del Webb Branch is available we will report back to Council.

Council Options:

N/A – just wanted to report on our plans based on prior Council discussions. Once we have a final price we will report back to full Council.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution#: Action Item
Contact Person / Sponsor: Barry Faile
Department: Sheriff
Date Requested to be on Agenda: October 22, 2018

Issue for Consideration:

Items for Sheriff's Office Crime Lab.

Points to Consider:

The Capital Project Sales Tax included \$238,000 for constructing and equipping a forensics crime laboratory facility at the County Sheriff's Department (section 3B of Ordinance 2014-1286).

Originally the Sheriff envisioned a staffed lab but staffing became a concern due to requirements for peer review of lab results. Sheriff Faile now envisions equipping a crime lab that can be used by existing staff.

Funding and Liability Factors:

Items to be purchased, and cost, include:

TruNarc Handheld Analyzer – 3 analyzers and solution kits @ \$80,297.55

PurAir Basic Ductless Fume Hood – includes filters and similar options @ \$4,592.00

High Security Storage Cases and related equipment – for drug and firearm evidence storage @ \$20,085.20

Plus shipping and taxes as applicable on all items.

Council Options:

Approve the expenditure or not.

If Council is amenable the following motion is respectfully requested:

MOTION: That the Chief Financial Officer and Sheriff work with the Procurement Director to acquire Crime Laboratory items as approved on October 22, 2018.

Staff Recommendation:

Approve the request to acquire the equipment.

Committee Recommendation:

Favorable from the Public Safety Committee. At the time this was prepared the Administration Committee had yet to meet. That recommendation will be reported at the Council meeting.

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, October 22, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Monday, November 12, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 13, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Chambers, Administration Building
Tuesday, November 13, 2018	5:00 p.m.	Public Safety Committee Meeting Council Conference Room, Administration Building
Thursday, November 15, 2018	6:00 p.m.	Administration Committee Meeting Council Conference Room, Administration Building
Monday, November 26, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

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