

Lancaster County Council Regular Meeting Agenda

Monday, January 8, 2018

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

1. **Call to Order Regular Meeting – Chairman Steve Harper** 6:00 p.m.
2. **Welcome and Recognition – Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation – Council Member Charlene McGriff**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special Presentations**
 - a. Recognition of Parks and Recreation 12 and under soccer team, State Champions – Presented by Hal Hiott
 - b. Report on White House visit – Robin Ghent, Veterans Affairs
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda** *[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]*
 - a. Minutes of the December 11, 2017 Council regular meeting – *pgs. 4-9*
 - b. Minutes of the December 14, 2017 Council special meeting – *pgs. 10-12*
 - c. **3rd Reading of Ordinance 2017-1485 regarding Amending the UDO so as to Address Private Driveways in Residential Developments**
Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1422 (Uniform Development Ordinance) By The Deletion Therefrom Of The Existing Wording Of Section 6.11.4G And The Addition Thereto Of Substituted Wording Noted Herein; By The Addition Of Section 6.18H And The Wording Thereof As Noted Herein. – *Planning Commission recommended approval by a vote of 6-0. Passed 7-0 at the November 13, 2017 County Council Meeting. Passed 6-0 at the December 11, 2017 County Council Meeting. - Penelope Karagounis – pgs. 13-15*

- d. **3rd Reading of Ordinance 2017-1486 regarding Extending the Fee Agreement for Founders Federal Credit Union**
 Ordinance Title: An Ordinance To Approve The Extension Of The Investment Period Under The Fee Agreement Dated September 14, 2009 By And Between Lancaster County And Founders Federal Credit Union; To Authorize And Approve An Investment Period Extension And Infrastructure Credit Agreement Providing For, Among Other Things, Special Source Revenue Credits In Connection With The Extension. – *(Favorable Recommendation – Administration Committee). Passed 7-0 at the November 27, 2017 County Council Meeting. Passed 6-0 at the December 11, 2017 County Council Meeting. - Jamie Gilbert – pgs. 16-34*
- e. **2nd Reading of Ordinance 2017-1487 regarding Rezoning Property Owned by Jackie Jordan**
 Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 10.5 Acres Located At 1501, 1503, 1505, And 1511 Great Falls Highway From MDR, Medium Density Residential District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the December 11, 2017 County Council Meeting. – Penelope Karagounis – pgs. 35-36*
- f. **2nd Reading of Ordinance 2017-1488 regarding Rezoning Property Owned by Branbro Investments LLC**
 Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 1.77 Acres Owned By Branbro Investments, LLC Located ± 750 Feet South Of The Intersection Of Collins Road And Charlotte Highway From INS, Institutional District To GB, General Business District. – *Planning Commission recommended approval by a vote of 7-0. Passed 5-0 at the December 11, 2017 County Council Meeting. – Penelope Karagounis – pgs. 37-38*

8. **Non-Consent Agenda**

- a. **Resolution 0985-R2018 regarding the Assessment Role for Walnut Creek Bond Area I**
 Resolution Title: A Resolution Approving The Updated 2017 Assessment Roll For Bond Area 1 Of The Walnut Creek Improvement District, Lancaster County, South Carolina. – *(A copy of the Assessment Roll can be found on the County website using the following link: http://www.mylancasteresc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Assessment_Roll_for_Walnut_Creek_Improvement_District_Bond_Area_1.pdf OR with the Clerk to Council). - Veronica Thompson – pgs. 39-41*
- b. **1st Reading of Ordinance 2018-1489 regarding Amendment to PDD-20**
 Ordinance Title: An Ordinance To Amend A Portion of Ordinance #798, Known Also As PDD-20 As Amended, Regarding The Maximum Sign Surface Permitted On A Building In A Commercial District. – *Planning Commission recommended approval by a vote of 7-0. – Penelope Karagounis – pgs. 42-75*
- c. **1st Reading of Ordinance 2018-1492 regarding Amendment to UDO regarding Signs**
 Ordinance Title: An Ordinance To Amend Sections Of The Unified Development Ordinance Relating To Real Estate Signs And Outdoor Storage Yards. – *Planning Commission recommended approval by a vote of 7-0. - Penelope Karagounis – pgs. 76-85*

9. Discussion and Action Items

- a. Nomination for appointment to the Health and Wellness Commission as an At Large representative – *pg. 86-89*
- Irini Guda from Rock Hill, SC, for a 4 year term ending on 6/30/2021
- b. Pending Projects Update – *Steve Willis/Nicholas Miller*
- Animal Shelter, including the site location search
 - Garage
 - Harrisburg Road recreation Center Demolition and Land Clearing
 - DSS renovations
 - Old Jail
 - Library
 - 521 EMS Headquarters
- c. Fire Study update – *Steve Willis*

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

11. Miscellaneous Reports and Correspondence

- a. Charter Communications – *pgs. 90-92*
- b. Airport Grant Pre-Application – *pgs. 93-116*

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

13. Executive Session

- a. *Personnel Matter – Administrator’s Evaluation*

14. Calendar of Events – *pg. 117*

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.mylancasterc.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

Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, December 11, 2017

Council Members present were Brian Carnes, Jack Estridge, Terry Graham, Steve Harper, Larry Honeycutt and Billy Mosteller. Charlene McGriff was absent. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Penelope Karagounis, Veronica Thompson, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

Call to Order regular meeting

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

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Steve Harper welcomed everyone to the meeting. Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the agenda

Brian Carnes moved to approve the agenda. Seconded by Terry Graham.

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Steve Willis asked that an item be added to the agenda: a briefing on the Historic Jail. Steve Harper noted that if the agenda is amended as stated, the added item will become Item 11b under the Miscellaneous Reports and Correspondence portion of the agenda.

Council approved the amended agenda by unanimous vote of 6-0.

Special Presentations

Grant Davis, CPA, of Mauldin & Jenkins, LLC, presented the results of the audit for the fiscal year ended June 30, 2017. He noted that this past year was the eighteenth (18th) year that the County has received the Certificate of Achievement for Excellence in Financial Reporting. He stated that this audit reported no findings. He stated that the staff is doing a wonderful job. Council thanked the Finance staff for a job well done. Veronica Thompson thanked the Finance staff for their work throughout the year. *(A complete copy of the audit is available in the Clerk to Council's office for review or can be found online on our website by using the following link: http://www.mylancaster-sc.org/vertical/sites/%7BA02FC01E-6C41-44F4-BE02-9B73FC0206C5%7D/uploads/Fiscal_Year_2017_CAFR.pdf).*

Chairman Steve Harper presented Amy Bowers, Zoning Department, with a Thumbs Up Award for her outstanding work as a Lancaster County employee.

Citizens Comments

There were no citizens that came forward for comments.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item a, Item b and Item c below. Seconded by Larry Honeycutt. No further discussion. Council approved Consent Agenda Items a, b and c below by unanimous vote of 6-0.

- a. Minutes of the November 27, 2017 regular meeting
- b. **3rd Reading of Ordinance 2017-1482 regarding Rezoning the Property Located at 2115 Pinta Drive**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 2115 Pinta Drive From MDR, Medium Density Residential District To MH, Manufactured Home District.
- c. **3rd Reading of Ordinance 2017-1483 regarding Rezoning the Property Located at 1059 Rocky River Road**
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone Property Located At 1059 Rocky River Road From RR, Rural Residential District To RUB, Rural Business District.

Non-Consent Agenda

Resolution 0984-R2017 regarding Amending the Master Multi-County Park Agreement with Chesterfield County to Add Property of Stanley Black & Decker Inc.

Resolution Title: A Resolution To Amend The Master Multi-County Park Agreement Between Chesterfield County And Lancaster County, Dated As Of December 9, 2013, And Amended And Restated As Of November 9, 2015, So As To Add To The Agreement Property Of Stanley Black & Decker, Inc., A Company Previously Identified As Project Tape, Acting For Itself, One Or More Affiliates And/Or Other Project Sponsors Located In Chesterfield County.

Terry Graham moved to approve Resolution 0984-R2017. Seconded by Billy Mosteller. Council voted to approve Resolution 0984-R2017 by unanimous vote of 6-0.

2nd Reading of Ordinance 2017-1485 regarding Amending the UDO so as to Address Private Driveways in Residential Developments

Ordinance Title: An Ordinance To Amend Ordinance No. 2016-1422 (Uniform Development Ordinance) By The Deletion Therefrom Of The Existing Wording Of Section 6.11.4G And The Addition Thereto Of Substituted Wording Noted Herein; By The Addition Of Section 6.18H And The Wording Thereof As Noted Herein.

Brian Carnes moved to approve the 2nd Reading of Ordinance 2017-1485. Seconded by Billy Mosteller.

John Weaver stated that an amendment is needed for the Ordinance. He noted that he re-wrote the Ordinance and clarified the language to include two text amendments instead of just one. He explained that the Planning Commission recommended both text amendments. He explained that there are some additions and deletions from the 1st Reading of the Ordinance, but that the wording of Ordinance 2017-1485 on pages 21, 22 and 23 of the agenda packet is now correct.

Larry Honeycutt moved to amend Ordinance 2017-1485 pursuant to the language found in the December 11, 2017 agenda packet on pages 21 thru 23, and as attached as Schedule A. Seconded by Billy Mosteller. The motion passed by unanimous vote of 6-0.

Council voted to approve the 2nd Reading of Ordinance 2017-1485 as amended by unanimous vote of 6-0.

Public Hearing and 2nd Reading of Ordinance 2017-1486 regarding Extending the Fee Agreement for Founders Federal Credit Union

Ordinance Title: An Ordinance To Approve The Extension Of The Investment Period Under The Fee Agreement Dated September 14, 2009 By And Between Lancaster County And Founders Federal Credit Union; To Authorize And Approve An Investment Period Extension And Infrastructure Credit Agreement Providing For, Among Other Things, Special Source Revenue Credits In Connection With The Extension.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2017-1486. Seconded by Terry Graham.

Chairman Steve Harper opened the floor for the public hearing on Ordinance 2017-1486. There were 11 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 2017-1486. The following citizen came forward to speak:

Waylon Wilson, 15117 Legend Oaks Court, Fort Mill, SC, spoke regarding the extension to the Fee Agreement for Founders Federal Credit Union. He stated that Founders is asking the County to go back and include the 2 year time period that their Fee Agreement was expired and include those years in the five year extension to their Fee Agreement. He stated that the County does not benefit from this extension.

As no other citizens came forward to speak, Chairman Harper closed the public hearing for Ordinance 2017-1486.

Jamie Gilbert provided a benefit cost analysis of the Fee Agreement with Founders Federal Credit Union. Jack Estridge asked if the County extends Fee Agreements for all companies. Jamie Gilbert stated that if the Company is a good steward of the community and performs according to their original agreement, then the County usually does extend the Fee Agreement. Terry Graham stated that extensions to Fee Agreements should be done on a case by case basis, so the County is not setting a precedent by extending this Fee Agreement.

Council voted to approve the 2nd Reading of Ordinance 2017-1486 by unanimous vote of 6-0.

Larry Honeycutt excused himself from the remainder of the Council meeting due to a previous commitment. He left the meeting at approximately 6:49 p.m. He left after the vote on Ordinance 2017-1486 and before the discussion began on Ordinance 2017-1487.

1st Reading of Ordinance 2017-1487 regarding Rezoning Property Owned by Jackie Jordan
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 10.5 Acres Located At 1501, 1503, 1505, And 1511 Great Falls Highway From MDR, Medium Density Residential District To GB, General Business District.

Brian Carnes moved to approve the 1st Reading of Ordinance 2017-1487. Seconded by Billy Mosteller. Council voted to approve the 1st Reading of Ordinance 2017-1487 by a vote of 5-0.

1st Reading of Ordinance 2017-1488 regarding Rezoning Property Owned by Branbro Investments LLC

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County So As To Rezone ± 1.77 Acres Owned By Branbro Investments, LLC Located ± 750 Feet South Of The Intersection Of Collins Road And Charlotte Highway From INS, Institutional District To GB, General Business District.

Brian Carnes moved to approve the 1st Reading of Ordinance 2017-1488. Seconded by Terry Graham. Council voted to approve the 1st Reading of Ordinance 2017-1488 by a vote of 5-0.

Discussion and Action Items

Nomination for appointment to the Fire Code Appeals Board as the Utilities Representative.

Billy Mosteller moved to approve the appointment of Ken Broughton to the Fire Code Appeals Board for a four (4) year term that will end on 6/30/2021. Seconded by Jack Estridge. The motion to approve the appointment passed by a vote of 5-0.

Nomination for appointment to the Tax Advisory Committee.

Brian Carnes moved to approve the appointment of Alkesh Patel to replace Johannes Tromp on the Tax Advisory Committee. Seconded by Terry Graham. The motion to approve the appointment passed by a vote of 5-0.

Proposal to change the bylaws for the Health and Wellness Commission.

Terry Graham moved to approve the amendment to the Bylaws for the Health and Wellness Commission that would state that "A quorum shall consist of the presence of thirty percent (30%) of members of the commission." Seconded by Brian Carnes. Council voted to approve the amendment to the Bylaws by a vote of 5-0.

Briefing on Historic Jail.

Steve Willis explained the costs regarding the preservation efforts for the Historic Jail. He stated that he will handle the decisions regarding these preservation efforts administratively unless Council has objections.

Executive Session

Terry Graham moved to go into Executive Session to discuss two (2) economic development matters, Project Tea and Project Campus, pursuant to SC Code 30-4-70(a)(5). Seconded by Billy Mosteller. The motion to go into Executive Session passed by a vote of 5-0. Council went into Executive Session at approximately 6:55 p.m.

Brian Carnes moved to come out of Executive Session. Seconded by Billy Mosteller. The motion to come out of Executive Session passed by a vote of 5-0. Council came out of Executive Session at approximately 7:31 p.m.

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Upon returning to open session, Attorney John Weaver noted that Council considered two (2) economic development briefings during Executive Session. He stated that during the course of Executive Session, no votes were taken and no decisions were made.

Adjournment

Billy Mosteller moved to adjourn the meeting. Seconded by Terry Graham. The motion to adjourn passed by a vote of 5-0. The Council meeting adjourned at approximately 7:32 p.m.

Respectfully Submitted:

Approved by Council, January 8, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary



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

Minutes of the Lancaster County Council Special Meeting

101 N. Main Street, Lancaster, SC 29720

Thursday, December 14, 2017

Council Members present were Brian Carnes, Terry Graham, Larry Honeycutt, Charlene McGriff and Billy Mosteller. Jack Estridge and Steve Harper were absent. Also present were John Weaver, Steve Willis, Sherrie Simpson, Chelsea Gardner, Kim Hill and Jamie Gilbert. 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 special meeting

Vice-Chairwoman Charlene McGriff called the special meeting of Council to order at approximately 5:45 p.m.

Welcome and Recognition

Vice-Chairwoman Charlene McGriff welcomed everyone to the meeting.

Approval of the agenda

Brian Carnes moved to approve the agenda. Seconded by Billy Mosteller. Council approved the agenda by unanimous vote of 5-0.

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Citizens Comments

There were no citizens that came forward for comments.

Non-Consent Agenda

Public Hearing and 3rd Reading of Ordinance 2017-1481 regarding Adding Property of Golden Spike, LLC to the Multi-County Park Agreement Between Chesterfield County and Lancaster County

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through February 13, 2017, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Golden Spike, LLC).

Terry Graham moved to approve the 3rd Reading of Ordinance 2017-1481. Seconded by Larry Honeycutt.

Vice-Chairwoman Charlene McGriff opened the floor for the public hearing on Ordinance 2017-1481. There were no citizens in attendance during the Public Hearing portion of the meeting. She asked if any citizens would like to come forward and speak regarding Ordinance 2017-1481. No citizens came forward to comment. Vice-Chairwoman McGriff closed the public hearing.

Council voted to approve the 3rd Reading of Ordinance 2017-1481 by unanimous vote of 5-0.

Public Hearing and 3rd Reading of Ordinance 2017-1484 regarding Authorization of a Fee Agreement Between Lancaster County and Fab Fours, Inc.

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Fab Fours, Inc. Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Brian Carnes moved to approve the 3rd Reading of Ordinance 2017-1484. Seconded by Billy Mosteller.

Vice-Chairwoman Charlene McGriff opened the floor for the public hearing on Ordinance 2017-1484. There were no citizens in attendance during the Public Hearing portion of the meeting. She asked if any citizens would like to come forward and speak regarding Ordinance 2017-1484. No citizens came forward to comment. Vice-Chairwoman McGriff closed the public hearing.

Council voted to approve the 3rd Reading of Ordinance 2017-1484 by unanimous vote of 5-0.

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Discussion and Action Items

Grant match request for an Economic Development Project.

Jamie Gilbert explained that Lancaster County has a lack of buildings to help persuade businesses to come to the County. Therefore, Economic Development has applied for several grants to help make a site “shovel ready” and to make it more attractive to potential businesses. The grants will help clear and grade the site. The County would have to pay a match for the various grants.

Kim Hill suggested taking the money out of the budget under the Grant match account, so that no budget amendment would be required. Charlene McGriff asked how that account was looking for the year. Kim Hill indicated that the account was fine.

Larry Honeycutt moved to accept the grants and fund the County match portion as recommended by the finance staff. Seconded by Billy Mosteller. Council approved the motion by unanimous vote of 5-0.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Brian Carnes. The motion to adjourn passed by a vote of 5-0. The Council special meeting adjourned at approximately 5:55 p.m.

Respectfully Submitted:

Approved by Council, January 8, 2018

Sherrie Simpson
Clerk to Council

Larry Honeycutt, Secretary

Section 3. Chapter 6, Subdivision and Infrastructure Standards, Section 6.18 Utilities, shall be amended by the addition of the following wording:

6.18H. PRIVATE DRIVES

For private drives accessing more than two lots or more than two single-family residences, the road shall meet the private drive standards as follows:

1. No more than five lots may be assessed by a newly created private drive.
2. Each lot must have a minimum of 25 feet ingress/egress easement to be maintained by the property owner. The travel way must be at least 20 feet wide with gravel four inches deep. In addition, the first 25 feet of the drive must be 20 feet wide and paved when the private drive adjoins a paved drive.
3. Vehicle turnarounds must be provided at the end of all dead end private drives or other alternative approved by the Fire Marshal.
4. The sub divider is responsible for obtaining a permit to access a state maintained road.
5. The unpaved private drive must be shown on a Final Plat and must meet all the criteria for a Final Plat.
6. Commercial private drive must comply with private road standards.

Section 4. 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 5. Conflicting Provisions.

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

Section 6. 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:	November 13, 2017	Passed 7-0
Second Reading:	December 11, 2017	Passed 6-0
Third Reading:	January 8, 2018	

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **ORDINANCE NO. 2017-1486**

AN ORDINANCE

TO APPROVE THE EXTENSION OF THE INVESTMENT PERIOD UNDER THE FEE AGREEMENT DATED SEPTEMBER 14, 2009 BY AND BETWEEN LANCASTER COUNTY AND FOUNDERS FEDERAL CREDIT UNION; TO AUTHORIZE AND APPROVE AN INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT PROVIDING FOR, AMONG OTHER THINGS, SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH THE EXTENSION.

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

Section 1. Findings and Determinations.

The Lancaster County Council finds and determines that:

a. Lancaster County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution and the Code of Laws of South Carolina 1976, as amended, and the case law of the Courts of the State of South Carolina (the “State”) to offer and provide certain privileges, benefits, and incentives to certain industries and other commercial enterprises as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into agreements with any industry to provide a fee in lieu of taxes payment pursuant to the Act for certain qualifying projects and to provide special source revenue credits against those fee in lieu of taxes payments;

b. the County, acting by and through the Council, is authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the “MCP Act”), to create multicounty parks and to provide special source revenue credits to projects that are located in the multi-county park in order to enhance the economic development of the County;

c. in the exercise of the foregoing powers, the County and Founders Federal Credit Union (the “Company”), have heretofore entered into a Fee Agreement dated September 14, 2009 (the “Fee Agreement”), providing for certain incentives, including without limitation, payment of a fee-in-lieu of taxes (“FILOT”) with respect to the Company’s Project (as defined in the Fee Agreement);

d. the Fee Agreement provides for an Investment Period (as defined in the Fee Agreement) of five (5) years (the “Investment Period”);

e. the Company has requested that the County extend the Investment Period, as permitted by Section 12-44-30(13) of the Act, by five (5) years so that the Investment Period will end on December 31, 2020;

f. the Company and the County acknowledge that due to the uncertainty surrounding the timing of the application of the extension request by the Company and the actual expiration date of the Investment Period, the parties desire to implement the extension through an Investment Period Extension and Infrastructure Credit Agreement providing for, among other things, special source revenue credit agreements, in the form attached hereto as Exhibit A (the “Extension Agreement”); and

g. the Company has made additional investments in the County and anticipates making additional investments in the County in the future and the County would like to provide an incentive to the Company to continue to operate and maintain employment at the Project and to continue to invest in the Project, and hereby finds that substantial public benefit will be derived from the Company continuing the operation of the Project and continuing the investments in the County.

Section 2. Statutory Findings.

Council makes the following additional findings and determinations:

a. The Project will constitute a “project” as the term is referred to and defined in the Act, and the County’s actions to extend the Investment Period and provide special source revenue credits, as set forth in the Extension Agreement, 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 in the Fee Agreement and the Extension Agreement are beneficial to the County, and the County has evaluated the Project, the Fee Agreement and the Extension Agreement based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made;

c. The Project has and 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, the Fee Agreement and the Extension Agreement 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, the Fee Agreement and the Extension Agreement, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

f. The benefits of the Project, the Fee Agreement and the Extension Agreement to the public will be greater than the costs to the public; and

g. The extension of the Investment Period would directly and substantially benefit the general public welfare of the County by supporting and encouraging the Company to maintain the Project and the employment related thereto and to make additional investments in the County.

Section 3. Approval of Extension of Investment Period and Extension Agreement.

A. Pursuant to Section 12-44-30(13) of the Act, the County approves an extension of the Investment Period under the Fee Agreement, so that the total Investment Period under the Fee Agreement is ten (10) years. The first reading of this ordinance shall constitute approval of the extension of the Investment Period to the maximum extent permitted by law.

B. The form, terms, and provisions of the Extension 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 Extension 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 Extension Agreement in the name of and on behalf of the County, and thereupon to cause the Extension Agreement to be delivered to the Company. The Extension 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 Extension Agreement attached to this ordinance.

C. The purpose of the Extension Agreement is to provide, as authorized pursuant to the MCP Act, for a special source revenue credit equal to the savings that would be realized by the Company in case the extension of the Investment Period by five (5) years, as approved in subsection A of this Section 3, is considered or found to be invalid.

Section 4. Further Actions.

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 approval of the extension of the Investment Period, the execution and delivery of the Extension Agreement and the performance of all obligations of the County under and pursuant to the Extension Agreement.

Section 5. Severability.

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

Section 6. 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 7. Effective Date.

This ordinance is effective upon Third Reading, except that the provisions of Section 3.A., relating to the extension of the Investment Period, is effective November 27, 2017.

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:	November 27, 2017	Passed 7-0
Second reading:	December 11, 2017	Passed 6-0
Public hearing:	December 11, 2017	
Third reading:	January 8, 2018	

Exhibit A to Ordinance No. 2017-1486

Investment Period Extension and Infrastructure Credit Agreement

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

among

LANCASTER COUNTY, SOUTH CAROLINA;

and

FOUNDERS FEDERAL CREDIT UNION,
a federal credit union

Dated as of ____, 2018

INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT

This INVESTMENT PERIOD EXTENSION AND INFRASTRUCTURE CREDIT AGREEMENT, dated as of _____, 2018 (the "Agreement"), is between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (the "County"); and FOUNDERS FEDERAL CREDIT UNION, a federal credit union (the "Company").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "County Council"), is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to enter into fee 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 workforce, 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; and

WHEREAS, the Company and the County entered into a Fee Agreement dated September 14, 2009 pursuant to the FILOT Act (the "Fee Agreement") in connection with the Company's investment in the establishment of a new corporate headquarters facility which constituted a project within the meaning of the Act, the cost of which exceeded \$30,000,000 (the "Project"), all as more fully set forth in the Fee Agreement; and

WHEREAS, the Company wishes to extend the Investment Period (as defined in the Fee Agreement) by an additional five (5) years in order to continue to invest in the Project and the County desires to extend the Investment Period in order to encourage the Company to continue to make investments in the County and to create additional jobs; and

WHEREAS, there is uncertainty about the efficacy of the authorization of the extension of the Investment Period under Section 12-44-30(13) of the FILOT Act as a result of the timing of the extension request and the County and the Company wish to ensure the Company receives the benefits of a five (5) year extension of the Investment Period; and

WHEREAS, the County, acting by and through the County Council, as authorized by Sections 4-1-170, -172 & -175 of the Code of Laws of South Carolina 1976, as amended, Sections 4-29-68 and 12-44-70 of the Code of Laws of South Carolina 1976, as amended, and Article VIII, Section 13(D) of the South Carolina Constitution (collectively, the "MCBP Act"), has previously created a multicounty business park encompassing the site upon which the Project is located in order to enhance the economic development of Lancaster County (the "Park"); and

WHEREAS, the County desires to authorize the extension of the Investment Period and, to the extent required should such authorization not be valid or recognized, to provide a special source revenue credit (the "SSRC") against the payments due by the Company as a result of the

location of the Project in the Park in order to provide the savings that the Company would have realized in the case of an extension of the Investment Period by five (5) years, which SSRC will reimburse the Company for the costs of acquiring and constructing certain infrastructure, real estate and improvements with respect to the Project (the “Infrastructure”); and

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

ARTICLE I

DEFINITIONS

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

“Agreement” shall mean this Investment Period Extension and Infrastructure Credit Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

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

“Company” shall mean, collectively, Founders Federal Credit Union, a federal credit union.

“Cost” or “Cost of the Infrastructure” shall mean the cost of acquiring, by construction and purchase, the Infrastructure and shall be deemed to include, whether incurred prior to or after the date of this Agreement: (a) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Infrastructure; (b) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Infrastructure, which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Infrastructure; and (d) all other costs which shall be required under the terms of any contract for the acquisition, construction, and installation of the Infrastructure.

“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.

“Event of Default” shall mean, with reference to this Agreement, any of the occurrences described in Section 6.01 hereof.

“Fee Agreement” means the Fee Agreement by and between Lancaster County, South Carolina and Founders Federal Credit Union, a federal credit union, dated as of September 14, 2009.

“FILOT Act” shall mean Title 12, Chapter 44, of the Code.

“Infrastructure” shall mean the Project’s infrastructure, real estate and all improvements thereon, as are permitted under the MCBP Act.

“Investment Period” shall have the meaning assigned to it in the Fee Agreement.

“Lancaster Fee Payments” shall mean payments in lieu of taxes made to the County by the Company with respect to the Project.

“MCBP Act” shall mean, collectively, Sections 4-1-170, -172 & -175 of the Code, Sections 4-29-68 and 12-44-70 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

“Ordinance” shall mean Ordinance No. 2017-____ enacted by the County Council on _____, 2018, authorizing the execution and delivery of this Agreement.

“Park Agreement” shall mean the Agreement for the Development of a Joint Industrial and Business Park, dated December 1, 2008, between the County and Chester County, South Carolina, as amended or supplemented, or any other park agreement providing for the establishment of a park in which the Project is to be included.

“Park” shall mean the Joint County Industrial and Business Park established pursuant to the terms of the Park Agreement.

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

“Special Source Revenue Credits” or “SSRCs” shall mean the credits to the Company’s fee in lieu of tax payments to reimburse the Company for the Cost of the Infrastructure in the amounts set forth in Section 3.02 hereof.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(b) The County agrees it will take all reasonable actions and use its best efforts to ensure that the Project remains located in the Park. If it becomes necessary to move the land on which the Project is located from the Park to another park 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 MCBP 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.

SECTION 2.02 Representations by the Company. The Company represents and warrants that it: (i) is validly existing and in good standing under the laws of the State; (ii) is authorized to transact business in the State; (iii) has the power to enter into this Agreement; (iv) has by proper action approved this Agreement; and (v) has authorized its officials to execute and deliver this Agreement.

SECTION 2.03 Covenants of County and Company.

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

ARTICLE III

APPROVAL OF EXTENSION OF INVESTMENT PERIOD AND AUTHORIZATION OF
SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01 Approval of Investment Period Extension. The County hereby agrees to the extension of the Investment Period under the Fee Agreement by five (5) years.

SECTION 3.02 Payment of Costs of Infrastructure. (a) The Company has paid and, to the extent not yet paid, agrees to pay, or cause to be paid, all Cost of the Infrastructure as and when due. The Company agrees to complete the acquisition and construction of the Infrastructure pursuant to the plans and specifications approved by the Company to the extent such are not yet complete. The plans and specifications for the Infrastructure may be modified from time to time as deemed necessary by the Company.

(b) The Company agrees that, as of any date during the term of this Agreement, the cumulative dollar amount expended by the Company on the Costs of Infrastructure shall equal or exceed the cumulative dollar amount of all the Special Source Revenue Credits received by the

Company pursuant to Section 3.03 of this Agreement. For purposes of determining the amount expended on the Costs of Infrastructure and for determining whether the Company has met or exceeded the investment requirement in Section 3.03(a), the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form) of the South Carolina Department of Revenue as equivalent to the cumulative dollar amount expended by the Company on the Costs of Infrastructure and the amount invested in the Project.

SECTION 3.03 Special Source Revenue Credits.

(a) If the extension of the Investment Period approved in Section 3.01 of this Agreement is determined to be invalid or ineffective, then the County agrees to provide Special Source Revenue Credits as follows: the Company shall receive a Special Source Revenue Credit but only to the extent and in the amount needed to lower the Company's annual Lancaster Fee Payment to an amount equal to the amount that would be due under the Fee Agreement if the Company had received a five (5) year extension of the Investment Period.

(b) The SSRC shall be applied as a set-off against the Lancaster Fee Payment for the year in question.

(c) This Agreement and the SSRCs in this Agreement are limited obligations of the County provided by the County solely from the Lancaster Fee Payments derived from the Company pursuant to the Park Agreement and Fee Agreement, and do not and shall never constitute an indebtedness of the County within the meaning of any constitutional or statutory provision and do not and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. The full faith, credit, and taxing power of the County are not pledged for the special source revenue credits.

(d) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing is limited solely and exclusively to the provision of Special Source Revenue Credits against the Company's Lancaster Fee Payments. The County is not be required to execute or perform any of its duties, obligations, powers, or covenants in this Agreement except to the extent of the Lancaster Fee Payments received from the Company.

SECTION 3.04 Cessation of Operations. Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the SSRC ends if the Company closes the Project or otherwise ceases operations at the Project. The Company agrees that if the Agreement is terminated pursuant to this Section 3.04, that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE IV

CONDITIONS TO DELIVERY OF AGREEMENT;
TITLE TO INFRASTRUCTURE

SECTION 4.01 Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance certified by the Clerk to Council to have been duly enacted by the County Council and to be in full force and effect on the date of such certification; and

(b) Such additional certificates relating to the proceedings for the adoption of the Ordinance as the Company may reasonably request.

SECTION 4.02 Transfers of Project. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, to others. No sale, lease, conveyance, or grant shall relieve the County from the County's obligations to provide Special Source Revenue Credits to the Company or its assignee, *provided, however, that* the assignee has agreed to be bound by the Company's obligations under this Agreement.

SECTION 4.03 Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Special Source Revenue Credits hereunder to any other Person.

ARTICLE V

THIS ARTICLE IS INTENTIONALLY LEFT BLANK.

ARTICLE VI

EVENTS OF DEFAULT; LEGAL PROCEEDINGS; REMEDIES; NONWAIVER

SECTION 6.01 Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make any payments within the times specified in this Agreement, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however, that* the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period

of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

SECTION 6.02 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (1) terminate this Agreement; or
- (2) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County under this Agreement or otherwise for monetary damages resulting from the Company's failure to meet any investment, wage and job requirements.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (1) bring an action for specific enforcement;
- (2) terminate this Agreement;
- (3) unless otherwise provided by law, withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (4) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action to the extent allowed by law.

SECTION 6.03 Reimbursement of Legal Fees and Expenses and Other Expense.

Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party

shall be entitled, within 30 days of demand therefore, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

SECTION 6.04 Nonwaiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy in this Agreement. No waiver of any provision in this Agreement shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.02 Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 7.03 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Special Source Revenue Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.04 No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally on the Special Source Revenue Credits or the Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.05 Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile or other commonly-used electronic transmission and confirmed by United States first-class registered mail, postage prepaid

or (iii) reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) if 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) if to the Company:

Founders Federal Credit Union
Attn: Larry Higgins
737 Plantation Road
Lancaster, SC 29720

with a copy to:

Nelson Mullins Riley & Scarborough, LLP
Attn: Edward G. Kluiters
1320 Main Street, 17th Floor
Columbia, South Carolina 29201

The County and the Company may, by notice given under this Section 7.05, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.06 Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.07 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.08 Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.09 Administrative Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this Section 7.09(a), "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) this Agreement, (ii) the fulfillment of its obligations under this Agreement; and (iii) the implementation and administration of the terms and provisions of the documents after the date of execution thereof but only in case such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of this Agreement.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual fee payments and the Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this Section 7.09(b) is capped at Five Hundred and No/100 dollars (\$500.00).

SECTION 7.10 Confidentiality/Limitation on Access to Project.

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

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep

confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

SECTION 7.11 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 the Fee Agreement or in certificates delivered in connection with the execution and delivery of this Agreement. To the extent that this Agreement contains provisions that conflict or are inconsistent with provisions contained in the Fee Agreement, the provisions of this Agreement supersede the other provisions and this Agreement is controlling.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Agreement to be executed by the Chair and Secretary of its County Council and its corporate seal to be hereunto affixed and attested by the Clerk to Council, and Founders Federal Credit Union has caused this Agreement to be executed by its authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

FOUNDERS FEDERAL CREDIT UNION

Signature: _____

Name: _____

Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All that certain piece, parcel or tract of land, lying, being and situate in the City of Lancaster, Lancaster County, South Carolina, on the south side of Plantation Road and on the West side of Gillsbrook Road, containing twenty-six and eight hundred eighty-three thousandths (26.883) acres, more or less, and being shown, described and designated as "AREA = 26.883 AC" on plat of survey made by J.C. Crumpler, SCRLS, dated October 23, 2007, revised March 4, 2008, entitled "Plat of Property of Founders Federal Credit Union" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2008, page 204. Reference to said plat is made for a more minute description.

DERIVATION: Being property conveyed to Springland Associates, LLC by deed of Springland, Inc., dated December 28, 1995, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book S-13, page 51.

Tax Map No. 0067F-0D-001.00

~#4828-4625-8770 v.1~

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1487

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 10.5 ACRES LOCATED AT 1501, 1503, 1505, AND 1511 GREAT FALLS HIGHWAY FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jackie Jordan applied to rezone property located at 1501, 1503, 1505, and 1511 Great Falls Highway from MDR, Medium Density Residential District, to GB, General Business District.

(b) On November 16, 2017, 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 MDR, Medium Density Residential District to GB, General Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0081P-0A-001.01

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:	December 11, 2017	Passed 5-0
Second Reading:	January 8, 2018	
Third Reading:	January 22, 2018	(Tentative)

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2017-1488

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 1.77 ACRES OWNED BY BRANBRO INVESTMENTS, LLC LOCATED ± 750 FEET SOUTH OF THE INTERSECTION OF COLLINS ROAD AND CHARLOTTE HIGHWAY FROM INS, INSTITUTIONAL DISTRICT TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property with the permission of Branbro Investments, LLC located ± 750 feet south of the intersection of Collins Road and Charlotte Highway from INS, Institutional District, to GB, General Business District.

(b) On November 16, 2017, 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 INS, Institutional District to GB, General Business District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0013-00-048.04

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	December 11, 2017	Passed 5-0
Second Reading:	January 8, 2018	
Third Reading:	January 22, 2018	(Tentative)

Agenda Item Summary

Resolution #: 0985 - R2018

Contact Person: Veronica Thompson

Department: Administration Division Director

Date Requested to be on Council Agenda: January 8, 2018

Committee: None

Issue for Consideration: Whether or not it is appropriate for Council to consider the attached Resolution that updates the 2017 Assessment Roll for Bond Area 1 of the Walnut Creek Improvement District?

Points to Consider: On September 25, 2017, Council approved through the passage of Resolution No. 0975 – R2017, the Assessment Roll for Bond Area 1 of Walnut Creek. Subsequently, an administrative error was discovered wherein a section of property containing 24 individual lots was assessed as a single parcel rather than being assessed correctly as 24 individual parcels. This Resolution as presented corrects that error so as to properly assess Bond Area 1. The full amount due for 2017 has not changed, only the assessment for lots themselves.

Funding and Liability Factors: N/A

Council Options: Approve or Reject the Resolution.

Recommendation: The Administrator, the Administration Division Director and the county's bond counsel recommend passage.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO. 0985-R2018**

A RESOLUTION

APPROVING THE UPDATED 2017 ASSESSMENT ROLL FOR BOND AREA 1 OF THE WALNUT CREEK IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, on September 25, 2017 through the passage of Lancaster County Resolution No. 0975-R2017, County Council approved the 2017 Assessment Roll for Bond Area 1 of the Walnut Creek Improvement District; and

WHEREAS, it has come to the attention of Council that because of an administrative oversight an allocation error occurred in the prior calculations, thereby making necessary a recalculation of the assessment roll; and

WHEREAS, the County Council (the “County Council”) of Lancaster County, South Carolina (the “County”) by Ordinance No. 713 enacted on January 30, 2006, as amended by Ordinance No. 2015-1367 enacted on December 14, 2015 (as so amended, the “Improvement District Ordinance”), authorized the creation of the Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the “District”) and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the “Original Rates and Methods of Apportionment”) including the Assessment Rolls for the District; and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the “Series 2006A Bonds”) and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the “Series 2006B Bonds”); provided that the Series 2006B Bonds have been redeemed in full and are no longer outstanding; and

WHEREAS, pursuant to the Improvement District Ordinance, the District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a “Bond Area”), and the County Council approved a Rate and Method of Apportionment of Assessment A, including the Assessment Roll A for each Bond Area of the District (hereinafter referenced as “Rate and Method of Apportionment for Bond Area 1”, “Rate and Method of Apportionment for Bond Area 2” and “Rate and Method of Apportionment for Bond Area 3” and, together, the “Rates and Method of Apportionments”); and

WHEREAS, pursuant to the authorization of Ordinance No. 2015-1368 enacted on December 14, 2015 (the “Bond Ordinance”), the County issued (1) \$8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds (the “Series 2016A-1 Bonds”), (2) \$9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an

equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-2 Bonds"), and \$4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"); and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A; and

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2017 and Collection in 2018 for Bond Area 1 dated December 13, 2017 (the "Revised 2017 Assessment Roll").

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

1. The County Council hereby approves, confirms and adopts the updated 2017 Assessment Roll for Bond Area 1 of the District as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

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 M. Simpson, Clerk to Council

Agenda Item Summary

Ordinance # 2018-1489

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

Date Requested to be on Agenda: January 8, 2018 County Council Meeting

Issue for Consideration:

The original Ordinance No. 798 stated that the maximum sign surface area (excluding freestanding sign surface area) permitted on any building in a commercial district shall be one square foot of sign surface area for each linear foot of frontage for each designated lease area located within in the proposed commercial component.. The applicant is requesting a new calculation based on the linear feet for the retail wall sign surface area for their tenant space.

Location: This site is located on the north side of Jim Wilson Road and Highway 521 in Indian Land, South Carolina. The proposed site will be called the Promenade at Carolina Reserve and developed for a retail center.

Site Area: Tract A-1 on Master Plan is 98.2 acres

The purpose of this amendment is to amend the wall signage provisions only for PDD-20 Parcel A1 and the portion of Parcel A1A North of Jim Wilson Road (Tax Map Numbers are 13, Parcels 113, 113.01, 114, 115, 115.01, 116, 117, and 118 and Tax Map Number 16, Parcels 20, 22, and 23).

Owner/Applicant: Hutton Indian Land, LLC, Jonathon Renfroe - (423) 362-5023
Hutton Development Group 736 Cherry Street, Chattanooga, TN 37402

Points to Consider: This is the first regional shopping center for Lancaster County in the Indian Land community. The terrain of this property is on a slope. This proposed amendment to PDD-20 only affects the wall sign surface area of a building.

Funding and Liability Factors: N/A

Council Options: To approve, deny, or modify the text amendment.

Planning Commission Recommendation:

The Lancaster County Planning Commission met on Thursday, November 16, 2017 and held a public hearing in regards to the amendment of Ordinance No. 798 of PDD-20 Wallace Tract. The Commission made a recommendation to approve the text with an amendment by a vote of (7-0). The amendment was to amend the multiplier for a 120' or more of frontage (Tier 1) to change the multiplier two times instead of the multiplier being 2.5 with a maximum aggregate of 350 square feet. To amend the multiplier of the 100'-119' feet of frontage (Tier 2) by changing the multiplier to 1.75 with a maximum aggregate of 150 square feet. Tier 3 would be amended to a multiplier of 1.5 times with a maximum aggregate of 115 square feet.



On December 8, 2017, the Planning Department received an amendment to the recommendation amendment that the Planning Commission voted on November 16, 2017 at the scheduled public hearing meeting. After a more detailed review of their modification and further conversations with the tenants, Hutton is respectfully submitted a revised request for County Council to consider. Therefore, this is a unique case that the applicant is asking for a revision to the amendment. The following is a summary of the changes that Hutton is proposing:

Tier 1:

- Multiplier modified from "2" to "2.25" (the original request was 2.5)
- Length range modified from "120' of linear frontage and above" to "110' of linear frontage and above"
- **Maximum aggregate of all wall signs and the maximum single sign size remains the same and as modified by the Planning Commission (350 square feet and 250 square feet respectively)**

Tier 2:

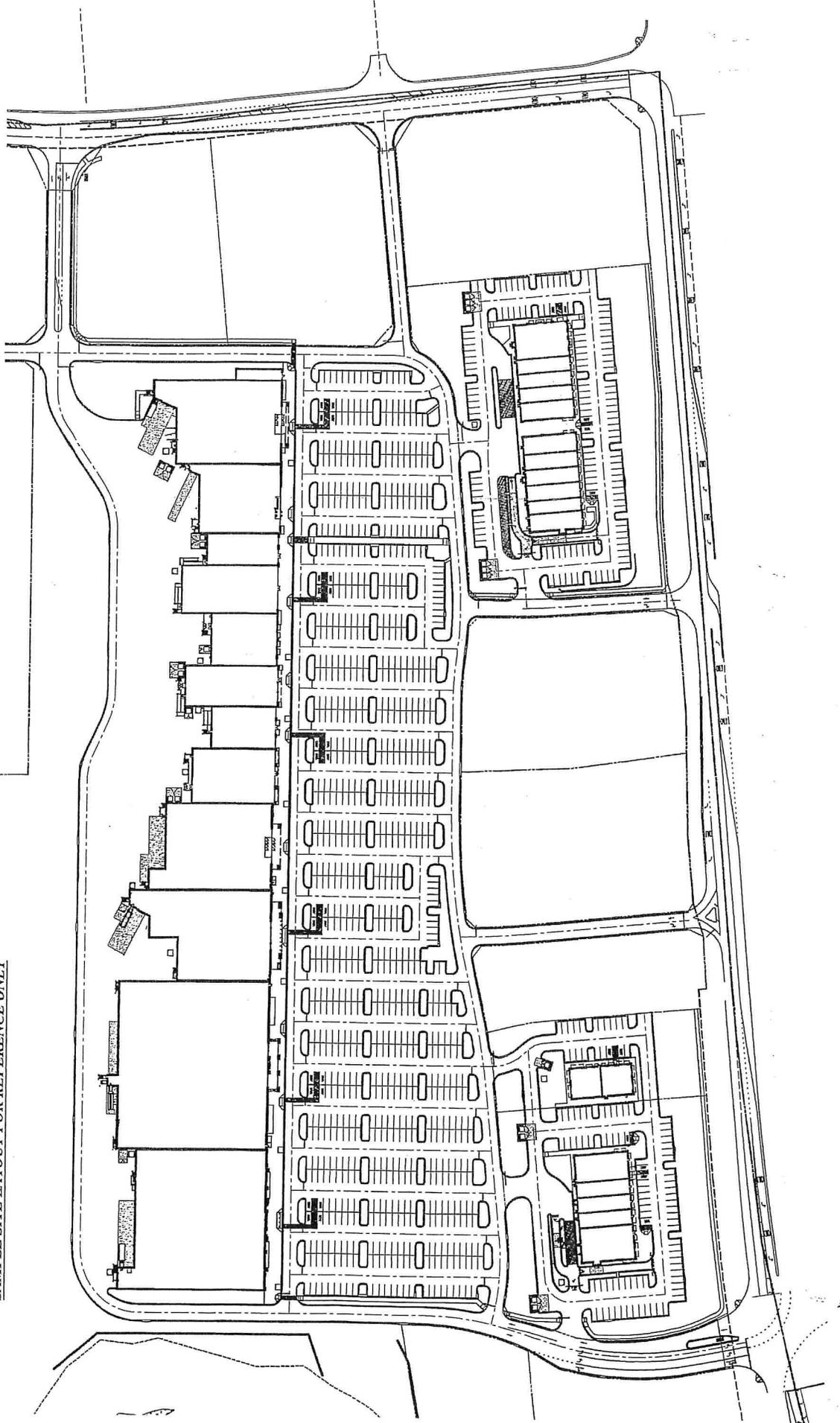
- Multiplier modified from "1.75" to "2" (the original request was 2.25)
- Length range modified from "100' – 119' of linear frontage" to "100 – 109' of linear frontage"
- **Maximum single sign size remains the same and as modified by the Planning Commission (150 square feet)**
- Maximum aggregate of all wall signs amended to 175 square fee to provide a maximum aggregate higher than the largest single sign size (150 square feet) proposed by the Planning Commission

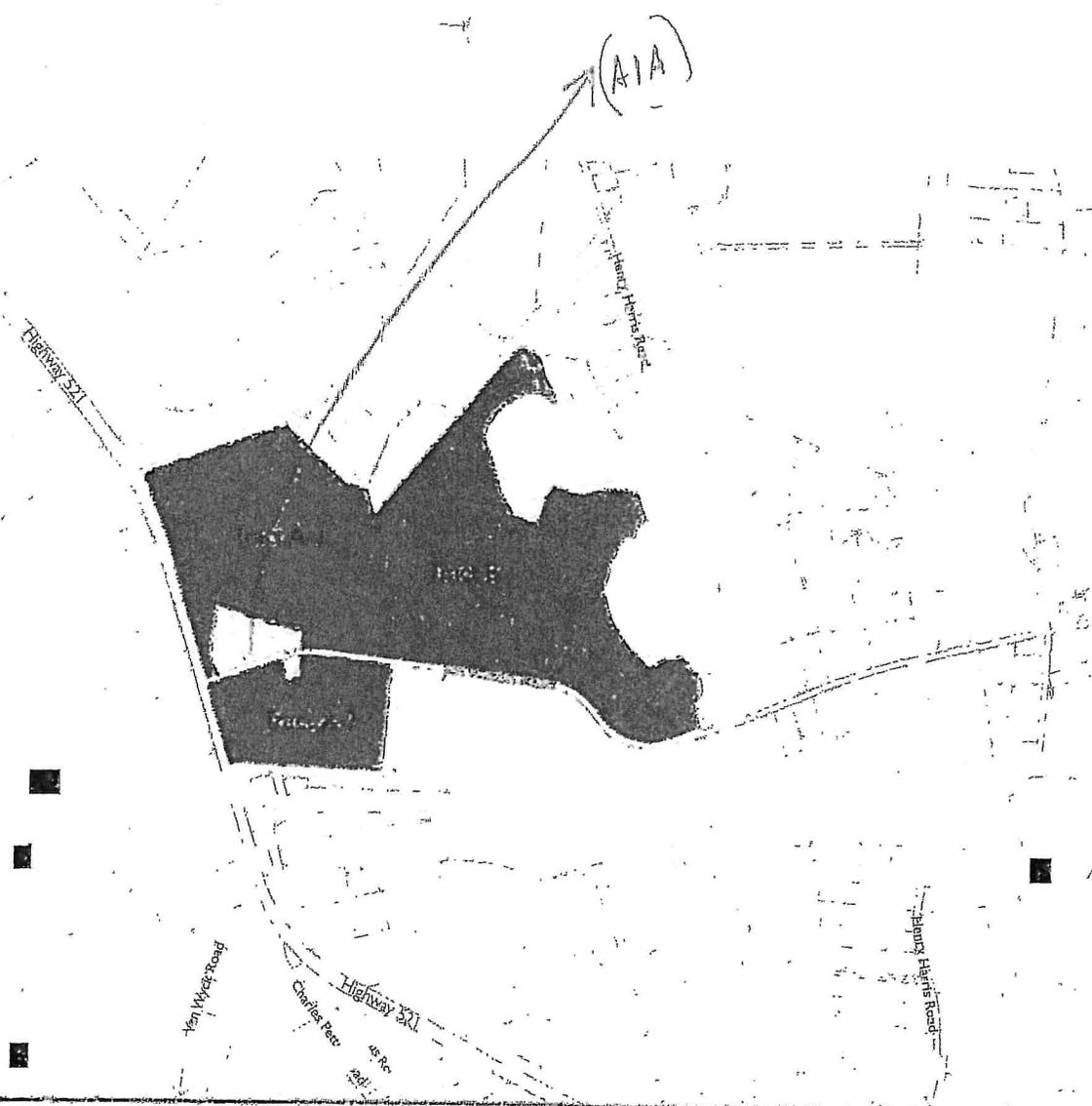
Tier 3 and 4:

- Multiplier modified from "1.5" to 1.75" (the original request was 2)
- **Maximum aggregate of all wall signs and the maximum single sign size remains the same and as modified by the Planning Commission (115 square feet and 110 square feet respectively)**

The bold word references that no changes were made based on the recommendation from the Planning Commission. The other changes that are not in bold are changes that the applicant is asking Council to approve with those amendments.

SAMPLE SITE LAYOUT FOR REFERENCE ONLY





PDD - 20 as amended - Rezoning Petition
Lancaster, South Carolina
Exhibit A

10.17.06 LDI#1006009



11.7 Signage

Signage for Parcel A-1 and A-1-A

Signage may include one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

~~Attached signage shall be in conformance with the relevant provisions of the Unified Development Ordinance.~~

 Proposed Change Below

The following provisions shall apply to all attached signage. This includes, without limitation, all signage on walls, parapets, awnings or canopies, project identification, marquee, display, directional or address information greater than five square feet.

(i) **Tenants within a multi-tenant building with a linear frontage of 110' or greater.** The maximum aggregate signage area for tenants with a linear frontage 110' or greater for all types of wall signs shall not exceed square footage equal to two and a quarter (2.25) X (times) the linear foot length of the tenant's frontage per building side. **For tenants with a linear frontage 110' or greater, no one sign shall exceed 250 square feet and the aggregate sign area for each tenant shall not exceed 350 square feet regardless of linear frontage (e.g. if a building has frontage of 125 linear feet then the maximum aggregate square footage for this tenant shall be 281 square feet for all wall signs).**

(ii) **Tenants within a multi-tenant building with a linear frontage of 100' - 109' linear feet.** The maximum aggregate signage area for tenants with a linear frontage of 100' - 109' linear feet for all types of wall signs shall not exceed square footage equal to two (2) X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 150 square feet and the aggregate sign area for each tenant shall not exceed 175 square feet regardless of linear frontage (e.g. if a building has frontage of 100 linear feet then the maximum aggregate square footage for this tenant shall not exceed 175 square feet for all wall signs).**

(iii) **Tenants within a multi-tenant building with a linear frontage less than 100' linear feet.** The maximum aggregate signage area for tenants with a linear frontage less

The following provisions shall apply to all attached signage. This includes, without limitation, all signage on walls, parapets, awnings or canopies, project identification, marquee, display, directional or address information greater than five square feet.

(i) **Tenants within a multi-tenant building with a linear frontage of 110' or greater.** The maximum aggregate signage area for tenants with a linear frontage 110' or greater for all types of wall signs shall not exceed square footage equal to two and a quarter **2.25** X (times) the linear foot length of the tenant's frontage per building side. **For tenants with a linear frontage 110' or greater, no one sign shall exceed 250 square feet and the aggregate sign area for each tenant shall not exceed 350 square feet regardless of linear frontage** (e.g. if a building has frontage of 125 linear feet then the maximum aggregate square footage for this tenant shall be 281 square feet for all wall signs).

(ii) **Tenants within a multi-tenant building with a linear frontage of 100' - 109' linear feet.** The maximum aggregate signage area for tenants with a linear frontage of 100' - 109' linear feet for all types of wall signs shall not exceed square footage equal to two **2** X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 150 square feet and the aggregate sign area for each tenant shall not exceed 175 square feet regardless of linear frontage** (e.g. if a building has frontage of 100 linear feet then the maximum aggregate square footage for this tenant shall not exceed 175 square feet for all wall signs).

(iii) **Tenants within a multi-tenant building with a linear frontage less than 100' linear feet.** The maximum aggregate signage area for tenants with a linear frontage less than 100' linear feet for all types of wall signs shall not exceed square footage equal to one and three quarters **1.75** X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 110 square feet and the aggregate sign area for each tenant shall not exceed 115 square feet** (e.g. if a building has frontage of 50 linear feet then the maximum aggregate square footage for this tenant shall be 88 square feet for all wall signs).

(iv) **Outparcel multi-tenant or single tenant buildings.** The maximum aggregate signage area for outparcel multi-tenant or single tenant buildings for all types of wall signs shall not exceed square footage equal to one and three quarters **1.75** X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 110 square feet and the aggregate sign area for each tenant shall not exceed 115 square feet** (e.g. if a building has frontage of 50 linear feet then the maximum aggregate square footage for this tenant shall be 88 square feet for all wall signs).

Individual sign area shall be measured by enclosing the extreme limits of each line of writing, representation, emblem, or other display that comprise the sign within a single contiguous perimeter. The area within the perimeter may be composed of multiple squares and/or rectangles added together to calculate the total individual sign area. If the writing, representation, emblem, or other display are encompassed within a frame and/or bounding color area that is an integral part of the sign design, the sign area shall be measured by the frame or bounding color area excluding the wall color to which the sign is applied. *This measurement approach is intended to exclude white space that may result from multiple lines of text or graphics with varied lengths and/or similar.*

TIER 1 - Tenants with 110' or more of frontage

$$\text{MAX AGG} = \text{LF} \times 2.25$$

250 SF max for one sign

350 SF max agg for all signs to allow for secondary signs

Tenant 1	200 LF of Frontage	
	350 Max Agg	<i>not to exceed 350</i>
	250 SF of Primary Sign requested	
	SF of Medallion	
	250 Total Agg SF of Signage Used	

Tenant 2	240 LF of Frontage	
	350 Max Agg	<i>not to exceed 350</i>
	250 SF of Primary Sign requested	
	100 SF of Secondary signs requested	seasonal/art/etc
	350 Total SF of Signage requested	<i>not to exceed 350</i>

Tenant 3	130 LF of Frontage	
	292.5 Max Agg	
	144 SF of Primary Sign requested	<i>main logo</i>
	147 SF of Secondary signs requested	<i>optional tag line</i>
	291 Total SF of Signage requested	

Tenant 4	125 LF of Frontage	
	281.25 Max Agg	
	175 SF of Primary Sign requested	
	100 SF of Secondary signs	
	275 Total SF of Signage Used	

TIER 2 Tenants with 100'-109' feet of frontage

$$\text{MAX AGG} = \text{LF} \times 2$$

150 SF max for one sign

175 SF max agg for all signs to allow for secondary signs

Tenant 5	100 LF of Frontage	
	150 Max Agg	<i>Not to Exceed 150</i>
	150 SF of Primary Sign requested	<i>Not to Exceed 150</i>
	25 SF of Secondary signs requested	
	175 Total SF of Signage Used	

Tenant 6	105 LF of Frontage	
	150 Max Agg	<i>Not to Exceed 150</i>
	150 SF of Primary Sign requested	<i>Not to Exceed 150</i>
	SF of Secondary signs requested	
	150 SF of Secondary signs requested	

TIER 3 and TIER 4 Multi-tenant building frontages less than 100' and Outparcels

$$\text{MAX AGG} = \text{LF} \times 1.75$$

110 SF max for one sign

115 SF max agg for all signs to allow for secondary signs

Tenant 7	80 LF of Frontage
	115 Max Agg <i>Not to Exceed 115</i>
	110 SF of Primary Sign requested
	SF of Secondary signs
	110 Total SF of Signage Used

Tenant 8	61 LF of Frontage
	106.75 Max Agg
	60 SF of Primary Sign requested
	SF of Secondary signs
	60 Total SF of Signage Used

Tenant 9	59 LF of Frontage
	103.25 Max Agg
	85 SF of Primary Sign requested
	SF of Secondary signs
	85 Total SF of Signage

Tenant 10	70 LF of Frontage
	115 Max Agg <i>Not to Exceed 115</i>
	110 SF of Primary Sign requested
	SF of Secondary signs
	110 SF of Secondary signs requested

Tenant 11	46 LF of Frontage
	80.5 Max Agg
	69 SF of Primary Sign requested
	SF of Secondary signs
	69 Total SF of Signage

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2018-1489

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND A PORTION OF ORDINANCE #798, KNOWN ALSO AS PDD-20 AS AMENDED, REGARDING THE MAXIMUM SIGN SURFACE PERMITTED ON A BUILDING IN A COMMERCIAL DISTRICT.

WHEREAS, on March 5, 2007, through the passage of Ordinance #798, County Council did approve the Planned Development District, PDD-20, as amended; and

WHEREAS, a portion of PDD-20 located to the north of Jim Wilson Road and to the east of Highway 521 is being developed as a commercial retail center known as the Promenade of Carolina Reserve; and

WHEREAS, contained within the PDD-20 development document are the requirements for signage within the various parcels that together makeup the total acreage; and

WHEREAS, the developer of the Promenade of Carolina Reserve has made application to amend the PDD-20 signage requirements as to wall signage for parcels A1 and that portion of parcel A1A located north of Jim Wilson Road, particularly from tax map number 13, those parcels identified as numbers 113., 113.01, 114, 115, 115.01, 116, 117 and 118 and, further, from tax map number 16, those parcels identified as numbers 20, 22 and 23; and

WHEREAS, the purpose of the amendment is to allow for reasonably sized signage for the commercial tenants that will be, not only suitable aesthetically, but also proportional with the size of the various commercial spaces within the center; and

WHEREAS, the Planning Commission has considered the purpose of the proposed amendments and has recommended unanimously that legislative action by Council be taken to approve the text amendments to Section 11.7 of PDD-20, all as cited with particularity hereinafter; and

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

Section 1. Section 11.7. of PDD-20 as amended, is further amended in the following particulars:

11.7 Signage

Signage for Parcel A-1 and A-1-A

Signage may include one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

The following provisions shall apply to all attached signage. This includes, without limitation, all signage on walls, parapets, awnings or canopies, project identification, marquee, display, directional or address information greater than five square feet.

(i) **Tenants within a multi-tenant building with a linear frontage of 110' or greater.** The maximum aggregate signage area for tenants with a linear frontage 110' or greater for all types of wall signs shall not exceed square footage equal to two and a quarter (2.25) X (times) the linear foot length of the tenant's frontage per building side. **For tenants with a linear frontage 110' or greater, no one sign shall exceed 250 square feet and the aggregate sign area for each tenant shall not exceed 350 square feet regardless of linear frontage** (e.g. if a building has frontage of 125 linear feet then the maximum aggregate square footage for this tenant shall be 281 square feet for all wall signs).

(ii) **Tenants within a multi-tenant building with a linear frontage of 100' - 109' linear feet.** The maximum aggregate signage area for tenants with a linear frontage of 100' - 109' linear feet for all types of wall signs shall not exceed square footage equal to two (2) X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 150 square feet and the aggregate sign area for each tenant shall not exceed 175 square feet regardless of linear frontage** (e.g. if a building has frontage of 100 linear feet then the maximum aggregate square footage for this tenant shall not exceed 175 square feet for all wall signs).

(iii) **Tenants within a multi-tenant building with a linear frontage less than 100' linear feet.** The maximum aggregate signage area for tenants with a linear frontage less than 100' linear feet for all types of wall signs shall not exceed square footage equal to one and three quarters (1.75) X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 110 square feet and the aggregate sign area for each tenant shall not exceed 115 square feet** (e.g. if a building has frontage of 50 linear feet then the maximum aggregate square footage for this tenant shall be 88 square feet for all wall signs).

(iv) **Outparcel multi-tenant or single tenant buildings.** The maximum aggregate signage area for outparcel multi-tenant or single tenant buildings for all types of wall signs shall not exceed square footage equal to one and three quarters (1.75) X (times) the linear foot length of the tenant's frontage per building side. **No one sign shall exceed 110 square feet and the aggregate sign area for each tenant shall not exceed 115 square feet** (e.g. if a building has frontage of 50 linear feet then the maximum aggregate square footage for this tenant shall be 88 square feet for all wall signs).

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Section 2. Severability

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

Section 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 supersedes all other provisions and this ordinance is controlling.

Section 4. Effective Date.

This ordinance is effective upon passage of Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: January 8, 2018
Second Reading: January 22, 2018 (Tentative)
Third Reading: February 12, 2018 (Tentative)

FILED
OFFICE OF CLERK
OF COURT

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

2011 JUN 27 PM 12:30
ORDINANCE #798

CLERK OF COURT
LANCASTER, SC

AN ORDINANCE AMENDING THE LANCASTER COUNTY ZONING MAP
BY REZONING PROPERTY LOCATED
EAST OF U.S. HIGHWAY 521 AND ALONG BOTH SIDES OF JIM WILSON ROAD
FROM B-3, R-15P AND PDD-20 TO PDD-20 AS AMENDED

Rezoning Parcels: 0013-00-112-00, 0013-00-114-00, 0013-00-115-00, 0013-00-115-01, 0013-00-117-00 (portion of), 0013-00-118-00, 0016-00-020-00, 0016-00-021-00 and as shown on the attached Exhibit A

PDD-20 Amendment Parcels: 0016-00-025-00, and 0015-00-001-00 (portion of) and as shown on the attached Exhibit A

Originally Approved PDD-20 Parcel: 0015-00-001-00 (portion of)

WHEREAS, approximately 283 acres of primarily vacant land located east of U.S Highway 521 and north of Six Mile Creek Road was previously rezoned from R-15 to PDD-20 for the purpose of developing a mixed use community with single family detached homes, townhomes and condominiums for sale and an approximately 42.15 acre commercial component including retail, restaurant and/or support services for the residents of the community; and

WHEREAS, Merrifield Partners, Crosland and Wallace Land Ventures II request to add approximately 98.92 acres of primarily vacant land located east of U.S. Highway 521 and along the north side of Jim Wilson Road to the previously approved PDD-20 with the intent of allowing for an expanded commercial component of the development; and

WHEREAS, Merrifield Partners, Crosland and Wallace Land Ventures II request to amend certain provisions of the previously approved PDD-20 for the approximately 42.15 acre commercial area located on the southeasterly corner of the intersection of Highway 521 and Jim Wilson Road and for the approximately 152.26 acre residential area located on the north side of Jim Wilson Road along Six Mile Creek.

WHEREAS, the Joint Planning Commission recommended approval of the rezoning request by a vote of 5-0.

NOW, THEREFORE, BE IT ORDAINED by the Lancaster County Council that approximately 98.92 acres of primarily vacant land located east of U.S. Highway 521 and along the north side of Jim Wilson Road shall be rezoned from B-3 and R-15P to PDD-20 (as amended) and the previously approved PDD-20 shall be amended for the approximately 42.15 acre commercial area located on the southeasterly corner of the intersection of Highway 521 and Jim Wilson Road and for the approximately 152.26 acre residential area located on the north side

of Jim Wilson Road along Six Mile Creek. The provisions of the previously approved PDD-20 remain unchanged for the residential area located south of Jim Wilson Road;

AND BE IT FURTHER ORDAINED that Planned Development District, PDD-20 as amended, shall hereby be created as per the attached Development Regulations.

AND IT IS SO ORDAINED this 5th day of March, 2007.

LANCASTER COUNTY COUNCIL

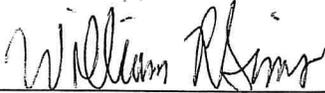


Rudy L. Carter, Chairman



Wesley Grier, Secretary

Approved as to form and content:



William R. Sims, County Attorney

Attest:



Irene Plyler, Clerk to Council

1st reading: 01-08-2007
2nd reading: 01-29-2007
3rd reading: 03-05-2007

STATE OF SOUTH CAROLINA)
)
) **Planned Development District, PDD-20**
) **AS AMENDED**
COUNTY OF LANCASTER) **Ordinance # 798**

1. PURPOSE, AUTHORITY & JURISDICTION

1.1 Purpose

The purpose of the PDD-20 Planned Development Ordinance (“Ordinance”) is to establish certain specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety, and general welfare of the future tenants and residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to ever changing market conditions and to permit the use of evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

1.2 Authority

Sections of the South Carolina Local Government Code (“Code”) and Lancaster County’s Ordinances provide the legal authority for the County and a property owner to enter into an agreement that (i) governs the creation, development, and existence of certain property, and (ii) establishes the rights and obligations of the property owner and the County with respect to the development of the property. Additionally, legal authority for such an agreement is derived from common law. The Code and the ordinances also provide the legal authority for the creation, adoption and enforcement of this Development Ordinance.

1.3 Jurisdiction

This Ordinance shall govern development of the PDD-20 property (“Property” or “Site”) identified on the PDD-20 Master Plan which consists of approximately 424.33 acres more or less. *The acreages noted for the PDD-20 Site and the separate Tracts within the Site are approximates only.* The PDD-20 may be expanded with additional properties.

NOTE: *This PDD-20 Ordinance relates to the PDD-20 expansion area (Tract A-1 on Master Plan) and the PDD-20 amendment area (Tract A-2 and Tract B on Master Plan). This amendment does not modify any of the PDD-20 provisions associated with the area noted as Tract C on the site plan and which is known as the Pulte Homes/Bel Air Development. The provisions outlined in the originally approved PDD-20 text for the Pulte Homes/Bel Air development are included in this Ordinance for ministerial purposes only and this Ordinance is not intended to modify any of the previously approved plans for the Pulte Homes/Bel Air development nor any of the previously approved conditions, variances or other matters outlined in the originally approved PDD-20 Ordinance for the Pulte Homes/Bel Air development.*

Changes to the PDD-20 Ordinance for Tract A-2 and Tract B are noted in bold, italicized print throughout the document for summary and explanatory purposes only. The other portions of this Ordinance should be referenced for the actual description of Ordinance matters including but not limited to waivers, variances, appeals, development standards and other provisions.

2. THE MASTER PLAN

The Master Plan proposes a mixed use, master planned community located on the east side of Highway 521 across from the entrance to the Sun City Carolina Lakes development and extending east along Jim Wilson Road north of Six Mile Creek Road.

The commercial area (Tract A-1 and A-2 on site plan) will include approximately 141.07 acres of retail, medical, office, civic, institutional, hotel, assisted living, restaurant, and/or commercial uses except as follows:

- Adult entertainment uses
- Industrial mining
- Mini-warehouses
- Manufactured homes
- Modular homes
- Pistol, rifle or skeet ranges
- Turkey shoots
- Motorized race and testing track
- Automobile wrecking and/or junk or salvage yards
- Livestock auction house
- Rooming or boarding house

Tract A-1 is located north of Jim Wilson Road and Tract A-2 is located south of Jim Wilson Road. The ultimate amount of floor area within Tract A-1 shall be no less than 200,000 square feet and no more than 1,000,000 square feet at its ultimate, final stage of development. The ultimate amount of floor area within Tract A-2 shall be no less than 100,000 square feet and no more than 400,000 square feet at its ultimate, final stage of development.

Tract A-1 and Tract A-2 may also include a combined total of up to 450 residential units. All or any portion of the 450 units may be located on Tract A-1 but in no event will more than 225 of the 450 units be placed on Tract A-2. These units may be multi family units, townhomes or condominiums for sale and/or single family detached homes. The residential units may also be located within mixed use structures.

Note: This amended PDD-20 modifies the previously approved land use and square footage provisions for Tract A-2 of the PDD-20 site. The originally approved PDD-20 provided for a minimum of 200,000 square feet and a maximum of 400,000 square feet of commercial, retail, office, civic and/or institutional development within the original commercial portion of the PDD-20 site (Tract A-2). This amended PDD-20 expands the commercial portion of the PDD-20 site by approximately 98.92 acres (Tract A-1)

and allows between 300,000 and 1,400,000 square feet of non-residential uses on the expanded commercial area of the Site. The amended PDD-20 also allows up to 450 residential units within the commercial area.

The residential portion of the community (Tract B and Tract C on site plan) includes approximately 283.26 acres and may be developed for residential purposes with an overall maximum gross density of up to 3.25 dwelling units per gross residential acre. The residential component may include single family detached and/or attached homes with a maximum of 300 townhomes or condominiums for sale.

Note: The previously approved PDD-20 established a minimum of 150 and a maximum of 300 townhomes or condominiums for sale within the community. This amended PDD-20 allows development of those townhomes or condominiums to be optional rather than mandatory.

The single family residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall maximum gross density is maintained. A minimum of 20 % of Tract B and Tract C shall be common open space.

Two acres located adjacent and to the west of Tract C on Six Mile Creek Road is to be dedicated to Lancaster County for use as an EMS station or other use deemed appropriate by the Office of Emergency Preparedness.

The Master Plan shall serve as the official map, showing the location of PDD-20 as amended, the location of all land use designations and the boundaries of such areas. The Master Plan is incorporated herein by reference. All development shall comply with the Master Plan as well as the provisions of this Ordinance as established and as they may be amended under Section 7.

The PDD may be expanded with additional acreage.

3. REGULATIONS

3.1 Applicable Regulations

Except for the following described and specific exclusions, and except to the extent an express waiver or variance is set out in this Ordinance or subsequent amendments to the Ordinance, all development shall comply with the Unified Development Ordinance, as it existed at the date of the adoption of the originally approved PDD-20 Ordinance. The provisions of the Unified Development Ordinance applicable to the Property under this Section shall be referred to in this Ordinance as the Applicable Regulations. If there is a conflict between the express provisions of this Ordinance and the Applicable Regulations, the provisions of this Ordinance are intended to be controlling and shall supersede the inconsistent Applicable Regulations.

Buildings constructed within the Property shall be constructed in accordance with uniform building codes adopted by the County and their respective local amendments, as

those uniform building codes may exist and be uniformly enforced Countywide at the time plans for buildings are submitted to the County for review.

With the exception of the International Building Code (IBC), including IRC, all federally mandated floodplain regulations, the International Fire Code, the Uniform Building Code or any other State delegated programs, ordinances or authorizations that the County has agreed to enforce on behalf of the State of South Carolina, the Property shall not be subject to any future planned development ordinances adopted by the County. Furthermore, no other ordinance, code provision, regulation, or rule adopted and enforced by the County, relating to development and zoning shall be applicable to the development of all or any part of the Property unless expressly made applicable by this Ordinance, as specified herein or by written consent of the Property Owner(s) with jurisdiction over an area of the Property affected by the ordinance, code provision, regulation, or rule.

3.2 Amendments to the Applicable Regulations

One or more amendments to the Applicable Regulations may be appropriate to facilitate planned developments of large acreage tracts such as the Property. If such a determination is made by the County, the County shall adopt such an ordinance considering input from the Property Owner(s) as to the appropriate characteristics of such an ordinance. The Property Owner(s) may elect, at their sole and exclusive option, by written notice to County to subject some or all of the Property to all, or any one or more, future amendments or revisions to, or restatements or substitutions of, the Applicable Regulations.

3.3 Permits

Permits and approvals required from governmental agencies for any development permitted by this Ordinance shall be obtained.

3.4 Fees

Any fees due to the County under the Applicable Regulations in connection with any application required by or requested in accordance with this Ordinance shall be paid to the County. The fees shall be the fees generally charged by the County for similar applications filed with the County, as adopted by ordinance of uniform application throughout the County. Fees shall be paid upon submission of a signed application or notice of appeal.

3.5 Permitted Uses

The uses permitted, shall be those identified in Section 9 of this Ordinance.

4. ADMINISTRATIVE BODIES

4.1 Building and Zoning Department of Lancaster County

The Building and Zoning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to zoning under the provisions of Section 7.1.1 of the Unified Development Ordinance and as applicable, Chapters 7 and 9 of the Code of Ordinances.

4.2 Joint Planning Department of Lancaster County

The Joint Planning Department shall have the authority to administer and enforce all of the provisions of this Ordinance pertaining to land development and subdivisions of land under the provisions of Section 7.1.2 of the Unified Development Ordinance.

5. DEVELOPMENT APPROVAL

All requests and procedures for development approval shall be in conformance with Chapter 20 of the Unified Development Ordinance unless otherwise specified herein. The permit issuing authority may require more information or accept as sufficient less information according to the circumstances of the particular case. In regards to Section 20.1.2.b, only detailed plans that vary materially from the standards set forth in this Ordinance shall require approval of the Joint Planning Commission/ it being the intent of this section that any detailed plans that are reasonably consistent with the details in this Ordinance be approved by staff without necessity of approval by the Joint Planning Commission.

6. WAIVERS, VARIANCES AND APPEALS

Waivers & Variances from Applicable Regulations

Lancaster County Ordinances and State of South Carolina Statutes provide that the County may modify any requirement imposed by the County's Unified Development Ordinance or any other ordinance.

6.1 The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County for **TRACT A-1 AND TRACT A-2** of the Site:

(a) Driveways - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to allow the unrestricted location of driveways provided that they satisfy SCDOT permitting criteria. However, in no event will there be more than three (3) access points from Tract A-1 of the Site to Highway 521 and no more than one (1) access point from Tract A-2 of the Site to Highway 521. In addition, the following provisions shall govern vehicular access from Tract A-1 and Tract A-2 to Highway 521:

- One of the three access points from Tract A-1 to Highway 521 aligns with Carolina Lakes Boulevard. This intersection is signalized and it is anticipated that the intersection of Highway 521 and Jim Wilson Road will ultimately be signalized. For this reason, this Ordinance does not request

additional traffic signal control along the Site's frontage on Highway 521 beyond these traffic signals.

- Only one of the remaining two access points from Tract A-1 to Highway 521 will be full movement. The other of the remaining two access points shall be limited to right turns in and out only.
- The access point from Tract A-2 to Highway 521 shall be limited to right turns in and out only.

- (b) Buffers, Lake Edges and Street Yards - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to eliminate buffers between various land uses within the Site. A landscape buffer of at least 45 feet in width shall be provided along a portion of the perimeter of Tract A-1 and Tract A-2 abutting residential zoning as noted on the Master Plan. A variance is granted to eliminate the buffer abutting several parcels located on the north side of Jim Wilson Road near Highway 521 as noted on the Master Plan. The landscape buffer shall remain undisturbed to the extent practical. In the event any portion of the landscape buffer is disturbed during the site development or construction processes, new plantings shall be installed within the affected area such that the plantings within the affected buffer area meet the minimum requirements of a Type #2 Planting Yard as outlined in Table 12-2 of the County's Unified Development Ordinance. In the event additional tracts of land are incorporated into the development, the landscape buffer shall be relocated to the newly created project edge.

Building setbacks of at least 75 feet shall be provided along the Site's frontage on Highway 521 and setbacks of at least 20 feet shall be provided along Jim Wilson Road. Parking shall not be located within the first 53 feet of the 75-foot street yard along Highway 521. The treatment of the Highway 521 and Jim Wilson Road street yards and setbacks shall conform to the applicable cross-sections outlined on the Master Plan. In areas with existing trees, the street yard/setback treatment may include the existing trees or newly installed trees. Signage may be located within any portion of the street yards/setbacks. Berms as depicted on the Master Plan may be altered or deleted.

- (c) Project Identification Signs - A variance is granted to allow one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the Site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

Attached signage shall be in conformance with the relevant provisions of the Unified Development Ordinance.

- (d) Drainage and Storm Water - A variance is granted to accommodate an alternative drainage and storm water management system specifically tailored to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC) and the mutual agreement of DHEC and the Petitioners.
- (e) Utilities - A variance is granted to allow the design of the utility system to employ alternative standards specifically suited to the Site subject to the review and approval of the appropriate utility provider and the mutual agreement of the appropriate utility provider and the Petitioners.
- (f) Flood, Drainage, Storm Water, Sediment and Erosion Controls - A variance is granted to allow the design of the flood, drainage, storm water, sediment and erosion control system to employ alternative standards specifically suited to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC) and the mutual agreement of DHEC and the Petitioners.
- (g) Street Design and Construction - A variance is granted to allow for an alternative street design and construction standard specifically suited to the Site subject to review and approval by the appropriate agency(ies) which may include SCDOT, the Department of Public Works, etc and the mutual agreement of the appropriate agency(ies) and the Petitioners. The street signs throughout the street system may utilize special design features related to the development subject to the review and approval of the Department of Public Works and any other appropriate agency/department of the County or State. Road construction shall conform to the minimum standards of the IFC, Lancaster County and SCDOT.
- (h) Impervious Surface Area. A variance is granted to allow an overall average impervious cover among various land uses on the Site of up to 65 percent.

6.2 The following waivers and variances from the County's Unified Development Ordinance and /or Subdivision Ordinance are approved and granted by the County for **TRACT B AND TRACT C** of the Site:

- (a) Lots Lines, Access to Lots and Flag Lots- For the purposes of the development of this Property, a variance is granted from the County's Unified Development

Ordinance to allow variation in the configuration of the lots and the width of each lot's minimum street frontage due to the Site's topography and water features.

- (b) Water bodies and Watercourses- The water bodies within the Site shall be owned and maintained by the Developer and/or the Homeowners Association rather than the owners of the adjacent lots. The petitioner retains the right to deed ownership and maintenance of all, or some, of the water bodies to the Katawba Valley Land Trust or any other appropriate conservation group of the developer's selection.
- (c) Block and Roadway Configuration - A variance is granted from the County's Unified Development Ordinance to permit cul-de-sac roads as well as varying block lengths and widths, without any further approval from the County. A variance shall be granted from the minimum and maximum cul-de-sac length standards to allow cul-de-sacs of at least a minimum of 50 feet up to a maximum of 2000 feet provided that adequate fire protection criteria is maintained (e.g. required fire hydrant spacing).
- (d) One Access Subdivisions and Continuation of Adjoining Road System- Because the proposed development is a large master planned community, a variation is granted to allow more than 150 dwelling units per point of access and to waive any requirement to extend existing roads on abutting tracts into the Site, provided that adequate fire protection and emergency response criteria is maintained.
- (e) Sidewalks and Public Crosswalks - Connectivity will be provided through the use of sidewalks to link the various areas of the Site. A variance shall be granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to permit deletion of sidewalks on cul-de-sac streets only within the radial bulb area portion of the cul-de-sac. Sidewalks of at least four feet in width will be provided on both sides of all collector and through streets and on one side of minor streets.
- (f) Driveways - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to allow the unrestricted location of driveways provided that they satisfy SCDOT permitting criteria.
- (g) Buffers, Lake Edges and Street Yards - A variance is granted from the County's Unified Development Ordinance and/or Subdivision Ordinance to eliminate buffers between various land uses that abut one another within the Site's development tracts and to allow lots to face onto collector streets. A landscape buffer of at least 45 feet in width shall be provided along the Site's perimeter abutting residential zoning as noted on the Master Plan. The landscape buffer shall remain undisturbed to the extent practical. In the event any portion of the landscape buffer is disturbed during the site development or construction processes, new plantings shall be installed within the affected area such that the plantings within the affected buffer area meet the minimum requirements of a Type #2 Planting Yard as outlined in Table 12-2 of the County's Unified

Development Ordinance. In the event additional tracts of land are incorporated into the development, the landscape buffer shall be relocated to the newly created project edge.

Mass grading activity and construction of new structures shall be prohibited within 50 feet of the water's edge along Six Mile Creek abutting the Site and any lakes on the Site and treatment of any water edges shall conform to the relevant standards of the Department of Health and Environmental Control (DHEC).

Street yards of at least 20 feet shall be provided along the Site's frontage on Six Mile Creek Road and Jim Wilson Road. The treatment of the Six Mile Church Road and Jim Wilson Road street yards shall conform to the cross-sections outlined on Sheet 2. Berms as depicted on Sheet 2 may be altered or deleted to provide sight distance at driveways as required by South Carolina Department of Transportation (SCDOT) or any other jurisdictional agency. The street yards may employ a single cross-section treatment or a combination of these cross-section treatments along the various portions of the Site's frontage along Six Mile Church Road and Jim Wilson Road. Signage may be located within any portion of the street yards.

- (h) Project Identification Signs – A variance is granted to allow project identification sign copy area of up to 250 square feet. Such sign copy area shall be incorporated into an architectural feature such as a wall that will not exceed 12 feet in height. Up to two such signs per entry shall be permitted.
- (i) Drainage and Storm Water – A variance is granted to accommodate an innovative drainage and storm water management system specifically tailored to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC).
- (j) Utilities – A variance is granted to allow the design of the utility system to employ innovative standards specifically suited to the Site subject to the review and approval of the appropriate utility provider.
- (k) Flood, Drainage, Storm water, Sediment and Erosion Controls - A variance is granted to allow the design of the flood, drainage, storm water, sediment and erosion control system to employ innovative standards specifically suited to the Site subject to the review and approval of the Department of Health and Environmental Control (DHEC).
- (l) Street Design and Construction - A variance is granted to allow for an innovative street design and construction standard specifically suited to the Site subject to review and approval by the appropriate agency which may include SCDOT, the Department of Public Works, etc. The street signs throughout the street system may utilize special design features related to the development and shall be reviewed and approved by the Department of Public Works and any other

appropriate agency/department of the County or State. Road construction shall conform with the minimum standards of the IFC, Lancaster County and SCDOT.

6.3 Consideration of additional variances from the applicable regulations may be requested as the Property is developed. Consideration and action on any such variances may be procured under Section 7 of this Ordinance. For requests that cannot be administratively approved under Section 7, the County shall review variances of requirements or ordinances governing development without unreasonably delaying or withholding its decision.

6.4 Appeals

Appeals from decisions of the Planning Director, which are adverse to the Property Owner, may be appealed under Section 8.2 of the Unified Development Ordinance.

7. AMENDMENTS

7.1 Minor Amendments to the Master Plan

The Master Plan is a conceptual plan for the development of the Property. In response to changes in market conditions or other circumstances, amendments may be made to the Master Plan. The Property Owner shall determine the need for such changes. No minor change shall be considered a zoning change or a substantial change under the Unified Development Ordinance (UDO). Therefore, each of the changes shall be made by either the Administrator or the Planning Director in accordance with Section 7.3 below without review or approval by the County Council, Joint Planning Commission, or any other board or commission of the County. Such changes may be made at any time. Changes in land use from those depicted on Tract B and Tract C of the Master Plan may be made in accordance with the following and shall be deemed to be minor amendments:

- (a) A specific residential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any other type of residential use or to a civic or institutional land use.
- (b) A specific nonresidential land use designation shown for any Component or portion of a Component on the Master Plan may be changed to any type of residential use.

Note: The Developer shall be entitled to make necessary alterations to lot lines and dimensions, roadway alignments and other alterations needed to implement any changes in land use permitted in this Section 7.1.

7.2 Procedure for Administrative Approval of Amendments

Any amendment proposed or approved by the Property Owner(s) shall be submitted to the Planning Director in the form of a proposed site plan or a proposed text amendment to

this Ordinance or the Development Agreement. The information provided shall be sufficient to make minor technical corrections, revisions, or modifications.

The Planning Director shall not unreasonably withhold or delay the approval of any such proposed amendment, and each such proposed amendment shall be executed by the Property Owner(s) and by the Planning Director on behalf of the County. In determining whether to approve a proposed site plan or text amendment (other than those that comply with Section 7.2, which must be approved), the Planning Director shall consider sound land planning principles and market conditions, including the demand or desire of potential purchasers. The opinion of the Property Owner(s) as to market conditions for all purposes under this Ordinance shall be presumed correct absent manifest error. The Planning Director shall deliver specific, detailed written objections to the Petitioner within fourteen (14) days of receipt of a written request for amendment. If such objections are not received by Petitioner, Petitioner shall notify the Planning Director of the expiration of the 14-day period, at which time the Planning Director shall have an additional 7-days to deliver any objections to Petitioner. If such objections are not received at the end of the additional 7-day period, then consent of the Planning Director to Petitioner's request shall be deemed to be granted.

Upon execution, the terms and provisions of any such amendment shall be recorded in the Real Property Records of Lancaster County, South Carolina. Appeals from decisions of the Planning Director, which are adverse to the Property Owner, may be appealed pursuant to the provisions of Section 6.3.

8. ENFORCEMENT

The County Building and Zoning Department shall have and exercise all powers to enforce the provisions of this Ordinance as it applies to the Property as are otherwise available to enforce or remedy a violation of the County Unified Development Ordinance that occurs on territory within the County's boundary limits, including without limitation those civil and criminal enforcement powers described in the Unified Development Ordinance or the International Codes as it relates, to building safety.

9. DEFINITIONS

In this Ordinance, each of the following terms shall have the meaning assigned to it:

Applicable Regulations - the code provisions, ordinances, rules, and regulations of the County that apply to the Property as specified in Section 3.

Assisted Living Facility - a facility offering any combination of housing, personalized supportive services and healthcare designed to meet the needs of those who need help with activities of daily living. Such facilities include but are not limited to independent living or dependent living facilities.

Civic Use - police stations, libraries, daycare facilities, fire stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, or any other cultural, civic or social use.

Commercial Use - business and retail establishments providing consumer services and products.

County - Lancaster County,, South Carolina, a political subdivision of the State of South Carolina.

County Council - County Council of Lancaster, South Carolina or such other body that governs the County if the County Council ever ceases to exist.

County Council Chairman - the duly elected Chairman of the Lancaster County Council.

Gross Residential Acreage - the sites total gross acreage less the commercial acreage.

Institutional Use - schools, religious buildings, hospitals or other care facilities, YMCA's, YWCA's and other private or public facilities that support the community.

Internal Roadways - all roadways hereafter constructed within the Property.

Master Plan - the conceptual master plan for the development of the Property.

Mixed Use Structure - a structure that contains retail, commercial, medical, office, civic, and/or institutional uses along with residential units.

Multi family Units - dwelling units placed one on top of another or side by side and sharing common walls or common floors and ceilings.

Office Use - business, professional, service, or governmental occupations, and institutions and commercial activities not involved with the sale of merchandise.

Open Space/Common Open Space - any open space designated for use as Golf, Club, Park, Amenity Area such as Plazas, Courtyards and/or other Hardscape Areas, Floodway, Floodplain, River Protection Zone and/or Open Space on the Master Plan.

Joint Planning Commission - the Joint Planning Commission of the County or some other body as may succeed to the duties of the present Joint Planning Commission.

Planning Director - the Director of the Joint Planning Department of Lancaster County, South Carolina or such other individual as may succeed the duties of the present Planning Director.

Property Owner(s) - the Master Developer(s) of the Property or, as to a particular Component, any single sub-developer the Property Owner(s) designate in an Assignment of Property Owner Rights.

Restaurant - an establishment designed, in whole or in part, to accommodate the consumption of food and/or beverages including alcoholic beverages. Such establishments include sit-down restaurants and/or restaurants with drive through facilities.

Retail Use - any use associated with the sale of consumer goods, products or merchandise. Allowable accessory uses include but are not limited to outdoor sales.

Single Family Detached Residential Housing - a single dwelling unit not attached to any other dwelling unit, with an open yard on all sides of the structure.

Site - all of the land comprising PDD-20 as noted on the attached site plan.

NOTE: This amendment does not modify any of the PDD-20 provisions associated with Tract C located south of Jim Wilson Road and also known as the Pulte Homes/ Bel Air Development. The provisions outlined in the originally approved PDD-20 text for the Pulte Homes/Bel Air development are included in this Ordinance for ministerial purposes only and this Ordinance is not intended to modify any of the conditions, variances or other matters related to the Pulte Homes/Bel Air development.

Townhouse For Sale - a single family attached dwelling unit which is sold along with land. The term "townhouse for sale" shall also be deemed to include residential condominium units in which living units are owned by individuals and common parts of the property, such as the grounds and building structure, are owned jointly by the unit owners.

Unified Development Ordinance - the Unified Development Ordinance of Lancaster County and Zoning Map of the County, in effect at the time of the adoption of the originally approved PDD-20 Ordinance.

10. GENERAL PROVISIONS

- 10.1 The Petitioner proposes the development of a Planned Development District on approximately 424.33 acres of land, more or less, located to the east of Highway 521 and north of Six Mile Creek Road. The Master Plan proposes a mixed use development including retail, office, commercial and medical development located along Highway 521 and residential areas extending toward Six Mile Creek and Six Mile Creek Road.
- 10.2 The commercial area (Tracts A-1 and A-2) may include retail, medical, office, assisted living, hotel, civic, institutional, restaurant, and/or commercial uses with the exception of the disallowed uses noted in Section 2 above. The ultimate amount of floor area within Tract A-1 shall be no less than 200,000 square feet and no more than 1,000,000 square feet at its ultimate, final stage of development. The ultimate amount of floor area within Tract A-2 shall be no less than 100,000 square feet and no more than 400,000 square feet at its ultimate, final stage of development.

Tract A-1 and Tract A-2 may also include a combined total of up to 450 residential units. All or any portion of the 450 units may be located on Tract A-1 but in no event will more than 225 of the 450 units be placed on Tract A-2. These units may be multi family units, townhomes or condominiums for sale and/or single family detached homes. The residential units may also be located within mixed use structures.

Tracts A-1 and A-2 shall include a minimum of 5% common open space. In the event the amount of common open space located within other areas of the PDD-20 site exceeds the required amount, those excess common open space areas may be applied to the common open space percentage requirement for Tracts A-1 and A-2. The percentage of common open space required within Tract A-1 and/or Tract A-2 does not increase if multi family or other attached residential uses are developed on Tract A-1 or Tract A-2. However, should single family residential uses be developed on Tract A-1 or Tract A-2, the portions of Tract A-1 and Tract A-2 devoted to single family residential uses will include a minimum of 20 % common open space.

- 10.3 Tract B and Tract C may include various residential housing types and lot sizes subject to the overall maximum density of 3.25 dwelling units per acre. Permitted land uses include single-family detached housing, townhouses for sale, civic, and institutional uses, open space, and pedestrian and vehicular linkages. The development depicted on the master plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified during the design, development and construction phases subject to the approval of the Planning Director and the regulations contained in this Ordinance.

The residential components may utilize a variety of lot sizes and configurations and varying densities within the separate development tracts as long as the overall maximum gross density is maintained. A maximum of 300 for-sale townhomes or condominiums may be incorporated into Tract B and/or Tract C of the community. Two acres are to be dedicated to Lancaster County for EMS use. One manufactured home is allowed on an approximately four and one-half acre tract located along Jim Wilson Road. The manufactured home and its driveway may occupy a one acre portion of this larger tract. In the event the owner of the manufactured home chooses to sell this tract, it shall become incorporated into the surrounding PDD zoned site and may no longer be used for a manufactured home. Civic, institutional, open space and open space amenity uses are also permitted throughout the Site.

A minimum of 20 percent of Tract B and Tract C shall be provided as common open space. In the event the amount of common open space located within other areas of the PDD-20 site exceeds the required amount, those excess common open space areas may be applied to the common open space percentage requirement for Tract B.

Although the maximum overall gross density within Tract B and Tract C shall not exceed 3.25 dwelling units per acre, the net densities within various sections of Tract B and Tract C may exceed this amount. Due to constraints associated with significant topographical conditions found throughout Tract B and Tract C, residential densities in those tracts may increase or decrease provided that the overall total gross residential density does not exceed the maximum of 3.25 dwelling units/acre. The Petitioner will provide a "running total " tabular summary of units and overall density calculations as it relates to subsequent project subdivision submittals, in order to assist staff in keeping track of this information.

- 10.4 The development depicted on the master plan is intended to reflect a generalized arrangement of proposed land uses on the site, but the exact configuration, placement or size of the individual site elements may be altered or modified during the design, development and construction phases subject to the approval of the Planning Director and the regulations contained in this Ordinance.
- 10.5 Amendments and/or modifications to the master plan and/or to the overall mixture, location and extent of any permitted land use listed herein may be made in response to changes in the marketplace or other circumstances affecting the project, provided such changes are made in accordance with the provisions outlined in Section 7, Amendments.
- 10.6 The project has been designed taking into account the difficult topographic conditions that are common to this site and this part of Lancaster County.

11. GENERAL DEVELOPMENT STANDARDS

11.1 Purpose of Development Standards

The General Development Standards establishes restrictions applicable to all development, and shall supercede any similar requirements in the Applicable Regulations.

11.2 Intensity of Development

Development intensity for a particular use shall not exceed the use densities set forth in this Section.

Land Use	Density	Total No. of Acres/ Units
Non-residential Uses in Tract A-1 and A-2	Between 300,000 and 1,400,000 s.f.	Approx. 141.07 acres
Assisted Living Uses	Up to 200 beds	Up to 30 acres of the above noted 141.07 acres
Maximum Number of Dwelling Units	3.25 du/ acre in Tract B and Tract C	Approximately 283.26 acres at 3.25 dwelling units per acre
	Maximum of 450 du in Tract A-1 and Tract A-2 combined but no more than 225 of the 450 du in Tract A-2	

Notes

- The assisted living beds noted above are separate and apart from the maximum number of dwelling units permitted on the Site.

11.3 Dimensional Requirements

Setbacks and Yards in Tract A-1 and A-2

Land Use	Min. Building Setback	Min. Side Yard	Min. Rear Yard
Single Family Detached Residential	20'	5'	20'
Townhomes and Condominiums	10'	5'	5'
Non-residential Uses/Multi family/Mixed Use	10'	0	0

Setbacks and Yards in Tract B and Tract C

Land Use	Min. Building Setback	Min. Side Yard	Min. Rear Yard
Single Family Detached Residential	20'	5'	20'
Townhomes and Condominiums	20'	5'	15'
Non-residential	15'	0	15

Notes

- Awnings and balconies may encroach up to 5' into the required setback area. However, within any residential areas located in Tracts A-1 and/or A-2, awnings and balconies will not encroach into the required setback or side yards.
- Decks may encroach 4' into required rear yards.
- HVAC equipment and concrete pads for garage service doors may encroach 3' into required side or rear yards.

- Buildings shall meet minimum separations required by building code. To address any fire protection requirements, alternative construction materials and/or techniques may be utilized to address minimum building separations, thereby mitigating this requirement.
- The minimum width for single family detached lots shall be 50 feet.
- Setbacks and yards noted for Tracts A-1 and A-2 are those required on the interior of the development. The setbacks and yards noted on the Master Plan for the exterior project edges are also applicable.

Building Height

Land Use	Maximum Building Height
Single Family Detached Residential	35' *see notes
Townhomes and Condominiums	45' *see notes
Non-residential Uses/Multi Family/Mixed Use	50' *see notes

Notes

- Building height shall be measured from finished floor to roof line of building and does not include unlivable spaces such as parapets, roof top screen walls, facade features or architectural features.
- Buildings with any useable spaces at heights of over 35 feet shall require the approval of the Building and Zoning Department and Emergency Preparedness.

Lot Size

Land Use	Minimum Lot Size¹
Single Family Detached Residential	5,000 sf (50w x 100d)
Townhomes	900 sf ²

Footnotes:

¹ Lot size calculation excludes road right-of-way, common open space, and floodplain area along with any other areas within a subdivision that typically are not owned by the lot owner.

² Lot Size - square footage specified for minimum lot size (900 square feet) for Townhome units designates "building footprint" area only. Non residential uses, multi family units, condominium units and units located within mixed use structures shall not be required to conform to this minimum lot size.

Multi family units, townhomes and/or single family detached homes may utilize on street and/or alley parking to meet the requirements of the Unified Development Ordinance. However, in the event on street parking is provided, such street shall be of sufficient width to accommodate the parking area plus a travelway of at least 20 feet.

Within any commercial or mixed use areas located in Tract A-1 or Tract A-2, a minimum of one (1) space per 250 square feet of gross floor area shall be provided.

Within any commercial areas located in Tract B or Tract C, a minimum of one (1) space per 400 square feet of gross floor area shall be provided.

Parking shall satisfy building code requirements for providing the minimum number of handicap accessible parking spaces based on IBC and or ADA criteria, whichever is more restrictive.

Note: This amended PDD-20 modifies the previously approved parking ratio for Tract A-2. The originally approved PDD-20 established a minimum of one parking space per 400 square feet of gross floor area. This revised PDD-20 requires a minimum of one parking space per 250 square feet of gross floor area.

11.5 Utilities

Utilities shall be underground and the design and construction of the utilities shall be completed in time to service the residents/occupants of the property as they move in.

11.6 Roadways & Traffic

The location and alignment of the internal roadways and any perimeter access points or entrances shown on the Master Plan may be modified or relocated. Placement and configuration of any project access or entrance points are subject to minor modifications to accommodate final site plan and architectural construction plans and adjustments required to implement the project. Project entrances may be relocated subject to SCDOT approval.

A roundabout may be installed on Jim Wilson Road subject to the review and approval of SCDOT.

11.7 Signage

Signage for Parcel A-1 and A-2

Signage may include one freestanding monument or ground mounted project identification sign at or near the entrance to the Site along Highway 521 that will align with Carolina Lakes Boulevard. The copy area on this sign shall not exceed 25 feet in height and 225 square feet in size.

Other project signage may include up to two freestanding monument or ground mounted project identification signs per each of the other entrances to the site along Highway 521 and Jim Wilson Road. The copy area on these freestanding monument or ground mounted type signs shall not exceed 12 feet in height and 250 square feet in size.

Individual development parcels may have one freestanding monument or ground mounted identification sign. The copy area on these freestanding monument or ground mounted type signs shall not exceed 8 feet in height and 75 square feet in size.

All signs may include copy on both sides of the sign.

Attached signage shall be in conformance with the relevant provisions of the Unified Development Ordinance.

Signage for Parcel B and Parcel C

A master signage and graphics system specific to the various Villages shall be adopted and shall conform to the standards of Chapter 10 of the Unified Development Ordinance. A master signage program shall be submitted to the Planning Director for review prior to issuance of a permit.

Entry signage may include project identification signs with sign copy area of up to 250 square feet incorporated into an architectural feature such as a wall that will not exceed 12 feet in height. Up to two such signs per entry to the community are permitted.

All street signs and identifying signs for each component or subdivision within the Property shall conform to uniform design criteria to facilitate a harmonious appearance.

Two freestanding monument or ground mounted type signs which are intended to identify one or more of the various uses, may be located along the internal street which abuts Tract A-2. These freestanding monument or ground mounted type signs shall not exceed 25 feet in height and 100 square feet in size.

Public information signs and graphics shall be easily understood.

11.8 Retail Sales

Buildings located within Tracts A-1 and A-2 shall have a reasonable level of architectural compatibility with each other.

11.9 Models, Sales Offices, and Welcoming Centers

Models, sales offices, and welcoming centers may be constructed and occupied prior to the completion of infrastructure within a Component and prior to the time a Component is ready for occupancy, provided all permits necessary to construct and occupy such structures have been obtained.

11.10 Floodways

Any necessary floodway permits shall be obtained by the appropriate governmental agencies. The developer shall contact the appropriate governmental agencies prior to development of the Site.

11.11 Wetlands Mitigation

If wetland mitigation is required by the Army Corps of Engineers or the State of South Carolina, off site land may be substituted in lieu of on-site mitigation of wetlands, subject to the approval of the Army Corps of Engineers.

11.12 Six Mile Creek Protection Zone

A Six Mile Creek Protection Zone measuring a total of 50 feet shall be established along the Site's frontage on Six Mile Creek and incorporated into the common open space system. The 50-foot Protection Zone shall be comprised of a woodland buffer along the water's edge within which only trees under 5 inches in caliper, vines and understory brush may be removed. Trees and shrubs preserved within the woodland buffer may be selectively hand-pruned. The Six Mile Creek Protection Zone may include items such as benches, trails and gazebos.

11.13 Environmental Measures for Tract A-1 and Tract A-2

The developer(s) of Tract A-1 and Tract A-2 will work in good faith with the U. S. Fish and Wildlife agency to develop Tract A-1 and Tract A-2 in a manner that provides protection for the Carolina Heelsplitter mussel.

Note: This amended PDD-20 establishes the above environmental protection standard for Tract A-2 whereas the originally approved PDD-20 did not include this provision.

11.14 Lighting

Lighting located within Tract A-1 and Tract A-2

Parking lot lighting shall not exceed 30 feet in height as measured from the top of the base of the lighting fixture to the top of the fixture. All free standing lighting fixtures (with the exception of street lighting) installed on the Site shall be designed such that direct illumination does not extend past any exterior boundary line of the Site.

The illumination of the parking lot lighting shall be limited to a maximum of 5 footcandles adjacent to a public street and to a maximum of 1/2 footcandle adjacent to residential areas.

Note: This amended PDD-20 establishes the above footcandle standard for Tract A-2 whereas the originally approved PDD-20 did not include this provision.

Lighting located within Tract B and Tract C

Agenda Item Summary

Ordinance # 2018-1492

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

Date Requested to be on Agenda: On January 8, 2018

Issue for Consideration:

This application is to amend the Lancaster County Unified Development Ordinance, for Chapter 7, Section 7.4.7 Signs Not Requiring a Permit, Subsection I. Real Estate Signs, 1. Individual Lots for Sale, in Subsection a. by adding language.

Also to amend Chapter 2, District Standards, Subsection 2.5.3 Use Table under H. Industry/Wholesale Storage Use, Subsection Storage-Outdoor Storage Yard to allow the use in the General Business District as Permitted with Review (PR) use and to add as a Permitted with Review (PR) use in the General Business District to Chapter 5, Use Regulations, Section 5.9.10 Storage-Outdoor Storage Yard.

Points to Consider:

The UDO Advisory Committee reviewed the following revisions and recommended approval and for Planning Staff to submit a report to the Planning Commission in November. The Planning staff worked with the Zoning Department on this text amendment and both departments recommended this text amendment.

For the Outdoor Storage Yard amendment to the General Business District, the Zoning Department has received inquiries this year to allow outdoor storage in the General Business District as a Permitted with Review (PR) use. This use does have some conditions that the applicant needs to abide by in the Chapter 5 regulations.

Funding and Liability Factors: N/A

Council Options: To approve the text amendment.

Recommendation: At the Lancaster County Planning Commission meeting on November 16, 2017, the Planning Commission recommended to approve the text amendment by a vote of (7-0).

AN ORDINANCE

TO AMEND SECTIONS OF THE UNIFIED DEVELOPMENT ORDINANCE
RELATING TO REAL ESTATE SIGNS AND OUTDOOR STORAGE YARDS

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

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

WHEREAS, the text amendments noted herein have been reviewed and recommended by the Planning Staff, the UDO Advisory Committee and the Planning Commission and it is the finding that following review by Council the recommended amendments are reasonable, necessary and appropriate in all respects;

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

Section 1. **Title**

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

- a. **Chapter 7:** Chapter 7.4.7, Subsection I.1.a. hereby is amended by the addition of additional wording so that henceforth Subsection I.1.a. shall read as follows.
“Such Signs may be no greater than 4 square feet in a residential area *and 4 feet in height in a residential area and no greater than 16 square feet and 6 feet in height in a commercial area.*”

- b. **Chapter 2:** Subsection 2.5.3, Use Tables – Section H, Industry/Wholesale/Storage (UDO Page 2-13). This amendment relates to an Outdoor Storage Yard. Henceforth, a Outdoor Storage Yard shall be a permitted use in the General Business District after review (PR – Permitted with Review).
- c. **Chapter 5:** Use regulations, Section 5.9.10. In conjunction with the change made in b. above, a corresponding change is necessary in the wording of the UDO relating to Outdoor Storage Yard. Henceforth, **GB** shall be added to Section 5.9.10 Storage-Outdoor Storage Yard, as will be noted on UDO page 5-32.

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.

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: January 8, 2018
Second Reading: January 22, 2018 (Tentative)
Third Reading: February 12, 2018 (Tentative)

Date of PC Meeting 11/16/17
Approved 7-0 Denied

PLANNING STAFF REPORT – UDO-TA-017-008

I. Facts:

A. General Information:

The following is three proposed text amendments by Lancaster County to amend the Lancaster County Unified Development Ordinance, Chapter 7, Section 7.4.7 Signs Not Requiring a Permit, Subsection I. Real Estates Signs, 1. Individual Lots for Sale, Subsection a.; to amend Chapter 2, District Standards, Subsection 2.5.3 Use Table under H. Industry/Wholesale Storage Use, Subsection Storage-Outdoor Storage Yard to allow the use in the General Business District as a Permitted with Review (PR) use and to add as a Permitted with Review (PR) use in the General Business District to Chapter 5, Use Regulations, Section 5.9.10 Storage-Outdoor Storage Yard.

Chapter 7, Section 7.4.7 Signs Not Requiring a Permit, Subsection I. Real Estate Signs 1. Individual Lots for Sale, Subsection a.

Current Text:

I. Real Estate Signs

1. Individual Lots For Sale
 - a. Such Signs may be no greater than 4 square feet in a residential area.
 - b. One sign is permitted for each street front on each lot.
 - c. Real estate signs shall be removed within 15 days after the closing of the sale, rental, or lease of the property.
 - d. Such signs shall only be located on property for sale or lease.

Proposed Text:

I. Real Estate Signs

1. Individual Lots For Sale

- a. Such Signs may be no greater than 4 square feet in a residential area **and 4 feet in height in a residential area and no greater than 16 square feet and 6 feet in heights in a commercial area.**
- b. One sign is permitted for each street front on each lot.
- c. Real estate signs shall be removed within 15 days after the closing of the sale, rental, or lease of the property.
- d. Such signs shall only be located on property for sale or lease.

Date of 1st Reading: _____
__Approved __Denied

**Chapter 2, District Standards, Subsection 2.5.3 Use Table under H.
Industry/Wholesale Storage, Subsection Storage-Outdoor Storage Yard**

Current Text: See Exhibit 2
Proposed Text: See Exhibit 3

Chapter 5, Use Regulations, Section 5.9.10, Storage-Outdoor Storage Yard

Current Text: See Exhibit 4
Proposed Text: See Exhibit 5

II. Exhibits

- 1) Application
- 2) Current Text for Chapter 2
- 3) Proposed Text for Chapter 2
- 4) Current Text for Chapter 5
- 5) Proposed Text for Chapter 5

III. Findings:

IV. Recommendation:

The UDO Advisory Committee reviewed the following revisions and recommended approval to bring forth to the Lancaster County Planning Commission in November. The Lancaster County Planning Staff recommends the above proposed text amendments be **approved**.



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

TEXT AMENDMENT APPLICATION

Exhibit 1

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended ① Ch. 7, Section 7.4.7 Signs Not
 Current Text requiring a Permit, Subsection 1. Individual Lots
For Sale, Subsection a. ② Ch. 2, District Standards,
Subsection 2.5.3 Use Table under H. Industry Wholesale Storage,
Subsection Storage - Outdoor Storage Yard. ③ Ch. 5 Use Regs, Sec. 5.9.10
Storage - Outdoor Storage Yard.
- See Attachment.

Proposed Text See Attachment

Description of Need for Proposed Text Brought to the attention
by County staff and proposal will be
reviewed by the UDO Advisory Committee

Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County
 Address P.O. Box 1809
 City Lancaster State SC Zip 29721 Phone 803-285-6005
 Fax _____ Email planning@lancastercountysc.net

Exhibit 1

APPLICATION CERTIFICATIONS

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

Anna Wilkins
Applicant

10-13-17
Date

Property Owner(s)

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number UDO-TA-017-008 Date Received 10/2/17 Receipt Number _____

Amount Paid 0 Check Number 0 Cash Amount 0

Received By PGK Planning Commission Meeting Date Thursday, Nov. 16, 2017

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

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

Exhibit 5

3. **Truck Routing Plan:** A truck routing plan shall be submitted that ensures that truck traffic through residential areas is avoided or mitigated to the extent practicable. Any roads brought to substandard condition due to work on the site as determined by SCDOT and/or the County must be brought up to standard. At a minimum, a road must be returned to its initial condition.
4. **Noise:** Maximum noise at the property line shall not exceed 65 decibels.

5.9.8 PRIVATE RECYCLING COLLECTION STATIONS [INS, LI, HI]

- A. **Separation Requirement:** All outdoor storage, collection, loading, and processing areas must be located a minimum distance of 500 feet from the LDR, MDR, HDR and UR Districts.
- B. **Yard Requirements:** Recycling collection stations shall meet the minimum yard requirements for the district in which they are located.
- C. **Recycling Materials:** All recyclable material must be contained within a defined area or structure and shall not be allowed to spill out into adjacent areas. The recycling collection area shall be kept clean with no accumulation of trash and debris permitted.
- D. **Yard Requirements:** All aspects of the recycling collection station shall be no closer than 50 feet to adjacent property lines.
- E. **Buffering:** Recycling collection stations shall be screened from the street and from adjacent properties with a Type C buffer as set forth in Section 7.1.5.

5.9.9 PUBLIC RECYCLING AND WASTE COLLECTIONS FACILITIES [RUB, INS, LI, HI]

A community waste collection and recycling facility shall comply with the following:

- A. **Only Residential and Office Waste Accepted:** Only residential and office waste shall be accepted by this use. Commercial, industrial, auto or machinery generated waste shall not be accepted.
- B. **Buffers:** A 100-foot wide buffer with 100 percent opacity is required around the entire property excluding the entrance. Trash bins shall not be visible from any neighboring property or right-of-way.
- C. **Cutoff Lighting:** Only cutoff lighting fixtures shall be used. If the adjacent property is residential, the height of the pole shall not exceed 15 feet from the top of finished grade level.

5.9.10 STORAGE – OUTDOOR STORAGE YARD [GB, RB, LI, HI]

- A. **Separation Requirement:** All outdoor storage yards must be located a minimum distance of 300 feet from the LDR, MDR, HDR, and UR Districts.
- B. **Screening**
 1. A Type C buffer shall be required in the buffer area along all public rights-of-way and property boundaries with zones other than the LI and HI districts. With approval of the Administrator, existing plant material may be included in the computation of the required plantings.
 2. All stored materials shall be neatly stacked to a height that does not exceed the height of the required screen, except that those materials stored more than 100 feet from any property lines may be stacked to a maximum height of 35 feet.
 3. Site plan approval is required prior to the construction of the screen. Those sides of such businesses that do not require the above-described screen shall be enclosed with a chain-link fence extending from the ground to a height of not less than 6 feet or the above-described screen.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Irini Guda County Council District At-large

Mailing Address _____ City/Zip Rock Hill / 29730

Street Address _____ Registered Voter yes no _____

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

Email: iguda@umrhn.org

Occupation Project Director Place of employment Upper Midlands Rural Health Network

Address 1824 Highway 9 Bypass West Normal working hours 7am - 5 pm
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Health & Wellness Commission 2nd choice _____

3rd choice _____

Reason for interest I attended a Health & Wellness Commission meeting recently and was asked to consider applying for the vacant At-large position. Aside from that, I am an extremely motivated individual who enjoys taking an active role in the community and discussing ideas that lead to action. As someone with a B.S. degree in Public Health, I am very passionate about society's health & well-being.

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

please see attached sheet.

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

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

Additional pertinent information

Thank you for the opportunity to apply!

Applicant's signature iguda Date 12/14/17

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

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

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills, and interests.

Currently, I am the Project Director of Care Transitions, a program implemented at Springs Memorial Hospital that addresses hospital readmission rates and empowers patients to take a more active role in their health through skill transfer and a Transition Coach®. In addition, I serve as a Lancaster representative for the Upper Midlands Rural Health Network (UMRHN). Through this role I have thoroughly enjoyed meeting members of the community, as well as the “movers and shakers” of various organizations. I have attended meetings and contributed ideas to organizations such as Eat Smart Move More Lancaster, Food Policy Council, Community Heart and Soul with the J. Marion Sims Foundation, Community Indicator Meetings, UMRHN Outreach Committee, UMRHN Marketing Team, and recently the Health and Wellness Commission. I take great joy in being a part of these organizations because people are genuinely valued and appreciated, and community members are always kept at the center of every idea and project to ensure we are doing what is best for the people of Lancaster. Passionate people have dedicated hours of work to uplift this community by not only addressing important social determinants, but also seeing the potential for the city to grow and prosper and executing those ideas into action. I believe being on this Council represents just that; a way to come together and be the voice of Lancaster County. My voice in particular will always strive to represent what is in the best interest of the community. In other words, I like to look at circumstances from different angles before I rush into decisions. Aside from the ability to communicate and engage conversations with just about anyone, I believe that in order to hold this position it is important to also be a team player and seek to understand various viewpoints on issues.

During the Fall of 2016, I was a Congressional Intern in Washington D.C. for Senator Tim Scott. Through that experience, I developed a deeper understanding of the Legislative Branch and the details that go into policy work. Most importantly, I understood the many concerns our constituents expressed and was able to assist in the process of providing aid to those who needed help with Medicaid, immigration, VA issues, etc. I have also enjoyed working with PLAY (Positive Leisure Activities for Youth), a program with the Norman Arnold Center Boys and Girls Club in Columbia, SC. PLAY implemented an intervention that focused on increasing adolescents’ physical activity, social skills, and connections with peers and staff of the afterschool program. I also worked as a research assistant for CARE (Core for Applied Research and Evaluation). I updated and evaluated statewide data for projects affiliated with the Center of Health Services and Policy Research and SC DHEC. I developed, edited, and conducted surveys for projects like FitnessGram, Culinary Partners, and WiseWoman. These experiences have allowed me to become more versatile and knowledgeable on different areas of life. Whether it be policy work, health interventions, or research, the reason why these experiences are so valuable is because I am able to bring in different perspectives to better solve issues and understand what community members value most and how to go about accomplishing that. Therefore, I would be grateful to bring my energy and experiences to the Health and Wellness Commission and serve the community of Lancaster County.

Sec. 2-332. - Membership.

- (a) The health and wellness commission shall consist of seventeen (17) members appointed by county council as follows:
- (1) Each council member shall recommend one (1) member to represent the council member's district; however, residency in the council member's district is not required.
 - (2) Four (4) members shall be appointed by county council at-large.
 - (3) County council will consider representation from business and industry, the clergy, city and town governments, and interested citizens.
 - (4) One (1) member shall be appointed by the county council to represent each of the following six (6) institutions:
 - Lancaster County Department of Social Services;
 - Lancaster County School District—Student Health Services;
 - Lancaster County School District—Comprehensive Health Education Curriculum;
 - Springs Memorial Hospital;
 - University of South Carolina at Lancaster; and
 - Lancaster County Council on Aging.

Each institution shall nominate an individual to represent the institution and the nominated individual shall be formally appointed by the county council.

- (b) (1) The term of office for all commission members is four (4) years. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; provided, however, upon a two-thirds ($2/3$) vote of the county council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.
- (2)

A member of the commission who misses three (3) consecutive meetings of the commission during any fiscal year or a total of five (5) meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the commission chair or the chief administrative officer of the commission shall notify the clerk to council in writing as soon as possible.

(3) Members of the commission serve at the pleasure of county council.

(c) All members serve without compensation, but may be reimbursed for actual expenses and mileage pursuant to county policy after approval by the commission chair and the county administrator.

(d) Within one (1) year of the member's appointment and at such other times as may be required by county council, the member shall attend a training session provided by the county on the topics of fiduciary duties, county fiscal and personnel policies, and other responsibilities and duties of a commission member.

(Ord. No. 244, 7-25-94; Ord. No. 898, 4-7-08; Ord. No. 998, § 6.A, 4-26-10; Ord. No. 1258, § 5, 3-10-2014)



December 12, 2017

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

Re: Upcoming Rate Changes

Dear Mr. Willis:

At Charter (locally known as Spectrum), we continue to enhance our services, offer more entertainment choices and deliver the best value to our customers. Like most businesses, Charter faces rising costs that require occasional price adjustments. As a result, customers will be notified of the following price adjustments listed on the reverse side of this letter on or after January 12, 2018.

We remain committed to providing an excellent experience for our customers, in your community and in each of the communities we serve. If you have any questions about this change, please feel free to contact me at (919) 882- 4715 or via email at sammy.roberson@charter.com.

Sincerely,

A handwritten signature in cursive script that reads "Sammy Roberson".

Sammy Roberson
Director, State Government Affairs
Charter Communications

Upcoming Price Adjustments

- - Starter TV Service from \$20.00 to \$23.89
- - CPST Service from \$56.99 to \$53.10
- - Standard TV (includes Starter TV & CPST) from \$76.99 to \$76.99
- - Spectrum Receiver from \$5.99 to \$6.99
- - Broadcast TV Surcharge from \$7.50 to \$8.85
- - DTA from \$4.00 to \$4.99
- - Single DVR Service from \$11.99 to \$12.99
- - Sports Pass from \$10.00 to \$12.00
- - Movie Pass from \$10.00 to \$12.00
- - Hustler TV from \$12.95 to \$15.99
- - Manhandle from \$12.95 to \$15.99
- - Penthouse from \$12.95 to \$15.99
- - Playboy TV from \$12.95 to \$15.99
- - Playboy en Espanol from \$12.95 to \$15.99
- - Real from \$12.95 to \$15.99
- - Ten from \$12.95 to \$15.99
- - Vivid from \$12.95 to \$15.99
- - Adult 3-Pack from \$24.95 to \$29.99

December 11, 2017

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

Re: Spectrum Channel Tier Changes

Dear Mr. Willis:

I am writing as part of our ongoing efforts to keep you apprised of developments affecting Charter Communications (Spectrum) subscribers in your area. We are making several changes to the structure of our channel lineup tiers of service. Following is a listing of the changes being made.

<u>Service</u>	<u>From</u>	<u>To</u>
MTV	SPP Tier 1	SPP Tier 2
MTV 2	SPP Tier 1	SPP Tier 2
MTV Classic	SPP Tier 1	SPP Tier 2
Teen Nick	SPP Tier 1	SPP Tier 2
Nick Toons	SPP Tier 1	SPP Tier 2
Nick Music	SPP Tier 1	SPP Tier 2
tr3s	SPP Tier 1	SPP Tier 2
Logo	SPP Tier 1	SPP Tier 2
CMT	SPP Select	SPP Tier 1
Nickelodeon	SPP Select	SPP Tier 1
Comedy Central	SPP Select	SPP Tier 1
BET	SPP Select	SPP Tier 1
Spike	SPP Select	SPP Tier 1
TV Land	SPP Select	SPP Tier 1

Charter is making customers aware of these changes via a cable bill message, a notice with their cable bill or through a digital converter announcement.

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

Sincerely,



Michael E. Tanck
Director of Government Affairs
Charter Communications

***SUBJECT:* AIRPORT GRANT PRE-APPLICATION**

As was discussed during the adoption of the Airport Capital Improvement Plan, a grant pre-application has been filed for apron improvements. This is the area in front of the maintenance hangar, fuel farm, and terminal as shown near the back of the attachment. This is just the pre-application to the FAA.

Staff and the Airport Commission will keep Council informed on this project and if we are invited by the FAA to submit a formal grant application.

SW



Lancaster County Airport (LKR)
Lancaster, SC



FY 2019 FAA Grant Preapplication Package
December 11, 2017



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FAA ATLANTA AIRPORTS DISTRICT OFFICE (ATL ADO)
AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2019 PREAPPLICATION CHECKLIST

Please complete and sign this checklist and return it with your 5-Year CIP & Preapplication Information package to the ADO by January 1, 2018.

- 5-Year Airport CIP
- FAA Form 424 (for combined projects or individual projects)
- Individual Project Cost Breakdown (total project cost(s) & AIP share) of each project by type, project phase and pavement area (apron, taxiway, runway, etc.)
- Individual Project Description, narrative and justification
- Graphic(s) showing individual project locations on or off airport and/or photographs of equipment replacement projects.
- Environmental documentation for each individual project:
 - Requires FAA review and approval
 - Include a copy of previously approved environmental documentation i.e. Catex, EA, or EIS cover page (with airport name, project description and date) and signature page(s).

Note: FY 2019 Discretionary funded projects must have substantially complete environmental finding by April 30, 2018 to compete for funds.

- For **Pavement Rehabilitation or Reconstruction Projects**: Include current PCI/ PCN rating of proposed pavement project area/ use.
- For **Obstruction Removal Projects**: Include the overall obstruction issues and proposed comprehensive mitigation plan in project narrative.
- For **New or Replacement Equipment**: Include existing equipment list for review (ARFF, SRE, etc.)
- For **Revenue Producing Projects** (hangars, fuel farms, etc.): Include a statement that all existing approach/ departure surfaces meet published clearing criteria and airside standards currently meet design standards (unless otherwise approved by FAA in a RSAD or MoS).

Preparer: Ryan Hounshell, Holt Consulting

Date: 12-11-17

Airport Sponsor Signature: _____

Date: _____

5-Year Airport CIP

Lancaster County Airport (LKR) Capital Improvement Plan (CIP) FFY 2019 - FFY 2023

FFY 2018 shown for reference

Federal Fiscal Year (FFY)	Project	Phase	Cost	FAA Share	SCAC Share	Sponsor Share
2018	Apron Rehabilitation	Design	\$100,000	\$90,000	\$5,000	\$5,000
	Total		\$100,000	\$90,000	\$5,000	\$5,000
	Entitlements		\$0	+ \$150,000	- \$90,000	= \$60,000
2019	Apron Rehabilitation	Construction	\$703,000	\$632,700	\$35,150	\$35,150
	Total		\$703,000	\$632,700	\$35,150	\$35,150
	Entitlements		\$60,000	+ \$150,000	- \$632,700	= -\$422,700
2020	Terminal Area Plan	Planning	\$90,000	\$81,000	\$4,500	\$4,500
	Total		\$90,000	\$81,000	\$4,500	\$4,500
	Entitlements		\$0	+ \$150,000	- \$81,000	= \$69,000
2021	Terminal Building	Design	\$250,000	\$225,000	\$12,500	\$12,500
	Total		\$250,000	\$225,000	\$12,500	\$12,500
	Entitlements		\$69,000	+ \$150,000	- \$225,000	= -\$6,000
2022	Roll Over Entitlements		-\$6,000	+ \$150,000	- \$0	= \$144,000
2023	Terminal Building	Construction	\$1,300,000	\$294,000	\$500,000	\$506,000
	Total		\$1,300,000	\$294,000	\$500,000	\$506,000
	Entitlements		\$144,000	+ \$150,000	- \$294,000	= \$0
FAA Total (FFY 2019 through FFY 2023) \$1,232,700						

Note: SCAC participates in funding construction of terminal buildings at 50% of the non-federal share up to \$500,000.

December 11, 2017

FAA Form SF-424

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Lancaster County, SC

* b. Employer/Taxpayer Identification Number (EIN/TIN):

57-6000370

* c. Organizational DUNS:

d. Address:

* Street1:

101 North Main Street

Street2:

* City:

Lancaster

County/Parish:

Lancaster

* State:

SC: South Carolina

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

29720-2409

e. Organizational Unit:

Department Name:

Lancaster County

Division Name:

Lancaster Airport

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

* First Name:

Paul

Middle Name:

T.

* Last Name:

Moses

Suffix:

Title:

Airport Manager

Organizational Affiliation:

* Telephone Number:

(803) 285-1513

Fax Number:

(803) 283-4787

* Email:

pmoses@lancastercountysc.net

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Apron Rehabilitation (Construction and Construction Phase Services)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="632,700.00"/>
* b. Applicant	<input type="text" value="35,150.00"/>
* c. State	<input type="text" value="35,150.00"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="703,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)	<input type="checkbox"/> on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Lancaster County utilizes zoning requirements and adopted a Unified Development Ordinance.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

See Exhibit "A" on file with the FAA ADO.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 2,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			0
5. Other Architectural engineering fees			50,250
6. Project inspection fees			113,750
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			537,000
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 703,000
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 703,000
19. Federal Share requested of Line 18			632,700
20. Grantee share			33,150
21. Other shares			33,150
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 703,000

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 33,150
25. Other Shares	Amount
a. State	33,150
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 66,300

SECTION E – REMARKS (Attach sheets if additional space is required)

Individual Project Description

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Aircraft Parking Apron Expansion (Construction)
AIRPORT: Lancaster County Airport
1. Objective: <p>Lancaster County respectfully requests FY19 AIP funds to be used for the construction of the apron rehabilitation project. The existing apron pavement gets continual use by single engine, multi-engine, and jet aircraft. However, in the past few years the apron has had a significant increase in jet aircraft that may have compromised the structural integrity of the pavement, which could accelerate the presence of Foreign Object Debris (FOD) or other safety concerns. Therefore, the objective of this project is to rehabilitate the pavement for primary use of single engine and multi-engine after the apron expansion project is complete.</p>
2. Benefits Anticipated: <p>Rehabilitation of the apron pavement will extend the usable life cycle of the pavement. Maintaining the pavement infrastructure saves money over time and prevents the need for full depth reconstruction.</p>
3. Approach: (See approved Scope of Work in Final Application)
4. Geographic Location: <p>Lancaster County Airport (LKR), Lancaster, SC</p>
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) <p>Holt Consulting Inc., LLC. 2801 Devine Street, Suite 201 Columbia, SC 29205, 803-771-4658</p>

Individual Project Cost Breakdown

**LINE ITEM BREAKDOWN
SECTION B - CALCULATION OF FEDERAL GRANT
LANCASTER AIRPORT**

	APRON REHABILITATION (CONSTRUCTION)
<u>Line Item 1 - Administration Expenses</u>	
Lancaster County Administration Expenses (estimated)	\$2,000
	\$2,000
<u>Line Item 4 - A/E Basic Fees</u>	
None	\$0
	\$0
<u>Line Item 5 - Other A/E Fees</u>	
Construction Administration Expenses	\$29,750
Record Drawings and Closeout	\$5,000
DBE Reporting	\$2,500
Grant Services	\$7,500
Construction Management Plan (CMP)	\$3,500
Categorical Exclusion (CATEX)	\$2,000
	\$50,250
<u>Line Item 6 - Project Inspection Fees</u>	
Resident Project Representative (3.5 months)	\$87,500
QA Testing (3.5 months)	\$26,250
	\$113,750
<u>Line Item 11 - Construction</u>	
Apron Rehabilitation Construction	\$537,000
	\$537,000
TOTAL PROJECT	\$703,000
FAA ELIGIBLE	\$703,000
FAA SHARE (90%)	\$632,700
STATE SHARE	\$35,150
LOCAL SHARE	\$35,150

Request for Aid Sketch

Airport PCI Ratings

MEETINGS & FUNCTIONS – 2018

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, January 8, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, January 9, 2018	3:00 p.m.	Infrastructure & Regulation (I&R) Committee Council Conference Room, Administration Building
Tuesday, January 9, 2018	5:00 p.m.	Public Safety Committee Council Conference Room, Administration Building
Thursday, January 11, 2018	6:00 p.m.	Administration Committee Council Conference Room, Administration Building
Monday, January 22, 2018	6:00 p.m.	Council Meeting Council Chambers, Administration Building

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
 5:00 p.m. ... Public Safety Committee

The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
 3:00 p.m. ... Infrastructure and Regulation Committee

The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
 6:00 p.m. ... Administration Committee

1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building

1st Tuesday of each month 6:00 p.m. ... Zoning Appeals Board, County Council Chambers

2nd Tuesday of each month 6:30 p.m. ... Recreation Commission, 260 S. Plantation

Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library

2nd Wed (Jan/March/May/July/Sept/Nov) 11:45 a.m. ... Health & Wellness Comm., various locations

2nd Tuesday 6:00 p.m. ... Historical Commission, Historic Courthouse

3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, Marine Corps League Lodge

1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers

3rd Tuesday of each month 6:00 p.m. ... Planning Commission, County Council Chambers