

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Larry Honeycutt
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

November 28, 2022

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance led by Avari McGee, granddaughter of Councilmember Charlene McGriff, and Invocation led by Councilmember Charlene McGriff**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. Unified Development Ordinance Consultant Update - Presented by Kelly Cousino with White and Smith

6. **Citizens Comments**

[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancastersc.org/>. Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]

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. Approval of Minutes from the November 14, 2022 County Council Regular Meeting

8. Non-Consent Agenda

- a. Resolution 1224-R2022 regarding Amending the Second Master Multi-County Park Agreement with Chesterfield County to Enlarge the Boundaries of the Park so as to Include Property Owned by Sandhills Solar, LLC

Resolution Title: A Resolution To Amend The Second Master Multi-County Park Agreement Between Chesterfield County And Lancaster County, Dated As Of October 1, 2018, So As To Add To The Agreement Property Located In Chesterfield County Owned And/Or Operated By Sandhills Solar, LLC. - ***John DuBose***
- b. Public Hearing and 3rd Reading of Ordinance 2022-1830 regarding Amending Chapter 7 of the County Code to Adopt Updated Uniform Building Codes

Ordinance Title: An Ordinance To Amend Chapter 7 Of The Lancaster County Code To Adopt Updated Uniform Codes As Mandated By The South Carolina Building Codes Council, To Adopt Certain Permissive Uniform Codes, And To Provide For Other Matters Related Thereto. - ***Passed 7-0 at the October 24, 2022 County Council Meeting. Passed 7-0 at the November 14, 2022 County Council Meeting. - John DuBose/Darin Robinson***
- c. 2nd Reading of Ordinance 2022-1832 regarding Approval of a Development Agreement for Shiloh Woods (Applicant Century Communities)

Ordinance Title: An Ordinance To Approve A Development Agreement With Century Communities Southeast, LLC, In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 398-Unit Single-Family Cluster Subdivision Development Located On Approximately 169.86 Acres Of Land At 500 And 516 W. Shiloh Unity Road (TMS#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 And 0049-00-005.02). - ***Planning Department Case Number: DA-2022-0733. The Planning Commission recommended conditional approval by a vote of 4-1 and the Planning staff also recommended conditional approval of the development agreement. Passed 5-1-1 at the November 14, 2022 County Council Meeting (Terry Graham Opposed and Steve Harper Abstained). - Rox Burhans***
- d. 2nd Reading of Ordinance 2022-1836 Amending That Certain March 22, 2021 Special Source Revenue Credit Agreement By And Between Lancaster County And Studio Displays, Inc. To Add T&T Capital, LLC As A Party Thereto With Retroactive Effect

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amendment To That Certain March 22, 2021 Special Source Revenue Credit Agreement By And Between Lancaster County, South Carolina And Studio Displays, Inc. (The “SSRC Agreement”) To Add T&T Capital, LLC As A Party Thereto With Retroactive Effect; To Extend The Provision Of Special Source Revenue Credits Under The SSRC Agreement To Investment Made By T&T Capital, LLC In Lancaster County; And To Provide For Other Matters Related Thereto. - ***1st Reading By Title Only Passed 7-0 at the November 14, 2022 County Council Meeting. - John DuBose***

9. Discussion and Action Items

- a. Approval of Re-Appointments to Various Boards or Commissions
 - James Barnett to the Planning Commission as the District 5 representative INSTEAD of the District 4 representative due to redistricting. If approved as the District 5 representative, he would fill an unexpired term that would end on 06/30/2025
 - Phyllis Jarvis to the Library Board as the District 5 representative INSTEAD of the District 4 representative due to redistricting. If approved as the District 5 representative, she would fill an unexpired term that would end on 06/30/2025
- b. Approval of Appointment to the Health and Wellness Commission
 - Terri Lee as the District 3 representative to the Health and Wellness Commission to fill an unexpired term that ends on 06/30/2023 AND to serve a new four year term that begins on 7/1/2023 and ends on 06/30/2027.

- c. Adoption of the 2023 Calendar Meeting Schedule for Council, Committees, Boards and Commissions, and Advisory Boards and Adoption of the 2023 Holiday Schedule for the County
- d. Discussion of Lot Limits on Dead End Roads - Rox Burhans/John DuBose
- e. Rock Hill Fort Mill Area Transportation Study (RFATS) Update for Highway 521 - Councilmember Brian Carnes

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

- a. DEFERRED UNTIL 1-9-2023 - 1st Reading of Ordinance 2022-1831 regarding Rezoning Property Located at 4263 Doby's Bridge Road, Indian Land, SC, from Low Density Residential District (LDR) to Institutional District (INS) to Allow Development of a Daycare Facility
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 4.84 Acres (TM# 0013-00-024.00) Located At 4263 Doby's Bridge Road, Indian Land, From Low Density Residential (LDR) District To Institutional (INS) District. - ***Planning Department Case Number: RZ-2022-1759. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Public Hearing held at the November 14, 2022 County Council Meeting but 1st Reading deferred until the January 9, 2023 County Council Meeting. - Rox Burhans***

11. Miscellaneous Reports and Correspondence

12. Executive Session

[motions from Members may follow]

13. Adjournment

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

***Meetings are live streamed and can be found by using the following link:
https://mylancastersc.org/government/lancaster_county_council/County_Council_Meetings.php***

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Rox Burhans / Development Services Director

Department: Administration

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

The UDO Consultant (Kelly Cousino with White and Smith) will be presenting an overview of the second module for the full UDO Rewrite project. The UDO Rewrite project is organized into separate modules to help better manage the rewrite process. The first module addressed the Introduction Chapter, Zoning Districts, and Use Standards. The second module that will be presented at the meeting will focus on development standards (landscaping, parking, lighting, architecture, etc.).

Ms. Cousino will also discuss some outstanding topics from Module One such as zoning for mixed-use or high-density development.

Council had previously requested overview presentations during the early development stages of the UDO so Council could be kept involved throughout the project and provide feedback early and often.

Points to Consider:

Information only

Funding and Liability Factors:

Information only

Council Options:

Information only

Recommendation:

Information only

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Approve or amend the minutes from the November 14, 2022, County Council regular meeting.

Points to Consider:

The draft minutes from the November 14, 2022, County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

There are no funding or liability factors regarding approval of minutes.

Council Options:

Council can approve or amend the minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 11-14-2022 County Council Regular Meeting	11/23/2022	Backup Material

Council Members

District 1: Terry Graham
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District 3: Billy Mosteller, Secretary
District 4: Larry Honeycutt
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

November 14, 2022

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

MINUTES

Council Members Present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff, and Billy Mosteller.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; John Bodner, Assistant County Administrator; Rox Burhans, Development Services Director; Brian Fulk, Economic Development Director; Clay Catoe, EMS Director; Leah Clevenger, IT Project Manager; the press; various Department Heads; various employees and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, 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. The County power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

**Pledge of Allegiance led by Emma Couch, 1st Grader at McDonald Green Elementary School, and
Invocation led by Councilmember Brian Carnes**

Emma Couch, first grader at McDonald Green Elementary School, led the Pledge of Allegiance to the American Flag and Brian Carnes delivered the Invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Allen Blackmon. Motion Passed 7-0.

Special Presentations

There were no Special Presentations held during the Council meeting.

Citizens Comments

The following citizens signed up for Citizens Comments:

1. Jeffrey Schwartz, Lancaster, SC, spoke in opposition regarding Ordinance 2022-1834/RZ-2022-0735 and 2022-1835/DA-2022-0735;
2. Jean Doyle, Lancaster, SC, spoke in opposition regarding Ordinance 2022-1834/RZ-2022-0735 and 2022-1835/DA-2022-0735. Ms. Doyle presented a petition, STOP Development on Van Wyck Road, which is attached as Schedule A to the written minutes in the Clerk to Council's office;
3. Mike Scisciani, CLREF III Acquisitions LLC, spoke regarding the proposed development located at 8275 Van Wyck Road. He provided a handout which is attached as Schedule B to the written minutes in the Clerk to Council's office;
4. Virginia Cornish, Lancaster, SC, spoke in opposition regarding Ordinance 2022-1833/RZ-2022-1357; and
5. Ron Ulibarri, Lancaster, SC, spoke in opposition regarding Ordinance 2022-1834/RZ-2022-0735 and 2022-1835/DA-2022-0735.

The following citizens submitted electronic, written comments for Citizens Comments:

1. Christopher Macmanus, President, Sun City HOA Board of Directors. sent a letter in opposition of Ordinance 2022-1834/RZ-2022-0735 and 2022-1835/DA-2022-0735, which is attached as Schedule C to the written minutes in the Clerk to Council's office.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **7a.**, **7b.**, **7c.**, **7d.** and **7e.** [which are the same as Items **a.**, **b.**, **c.**, **d.** and **e.** listed below]. Seconded by Larry Honeycutt. Motion Passed 7-0.

- a. Approval of Minutes from the October 12, 2022 County Council Committee Of The Whole Meeting
- b. Approval of Minutes from the October 24, 2022 County Council Regular Meeting
- c. 3rd Reading of Ordinance 2022-1825 regarding Approval of Bonds for the Roselyn Residential Improvement District
Ordinance Title: An Ordinance To Authorize And Provide For The Issuance And Sale Of Not To Exceed \$15,000,000 Principal Amount Roselyn Residential Improvement District Assessment Revenue Bonds, In One Or More Series; To Provide For The Execution Of A Master Trust Indenture, A First Supplemental Indenture, A Bond Purchase Agreement, A Continuing Disclosure Agreement And Other Related Documents For The New Bonds; To Approve A Preliminary Limited Offering Memorandum And Authorize An Limited Offering Memorandum, Each Related To Such Bonds; To Make Other Covenants And Agreements In Connection With The Foregoing; And To Provide For Other Matters Relating Thereto.
- d. 3rd Reading of Ordinance 2022-1829 regarding Removal of Property from the Roselyn Residential Improvement District
Ordinance Title: An Ordinance To Remove Certain Property From The Roselyn Residential Improvement District; And To Provide For Other Matters Relating Thereto.

e. **2nd Reading of Ordinance 2022-1830 regarding Amending Chapter 7 of the County Code to Adopt Updated Uniform Building Codes**

Ordinance Title: An Ordinance To Amend Chapter 7 Of The Lancaster County Code To Adopt Updated Uniform Codes As Mandated By The South Carolina Building Codes Council, To Adopt Certain Permissive Uniform Codes, And To Provide For Other Matters Related Thereto.

Non-Consent Agenda

Public Hearing and 1st Reading of Ordinance 2022-1834 regarding Rezoning Five Parcels of Property Located at and Adjacent to 8275 Van Wyck Road from Rural Neighborhood District (RN) to Medium Density Residential District (MDR) (Applicant CLREF III Acquisitions LLC) (AKA Nisbet Property)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Parcels Comprising Approximately 780.40 Acres Located At And Adjacent To 8275 Van Wyck Road (TMs 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, 0022-00-03.01) From Rural Neighborhood (RN) District To Medium Density Residential (MDR) District. - *Planning Department Case Number: RZ-2022-0735.*

Terry Graham recused himself from the discussion and vote on Ordinance 2022-1834/RZ-2022-0735 and Ordinance 2022-1835/DA-2022-0735 and left the meeting at approximately 6:21 p.m. Terry Graham's Statement of Recusal is attached as Schedule D to the written minutes in the Clerk to Council's office.

Rox Burhans reviewed the County power point presentation regarding the rezoning and development agreement, which is the next agenda item, located adjacent to 8275 Van Wyck Road. The power point presentation is attached to the written minutes in the Clerk to Council's office.

Steve Harper opened the Public Hearing for Ordinance 2022-1834 at approximately 6:33 p.m.

He noted that 8 citizens signed up to speak at the Public Hearing for the Ordinance.

There were approximately 82 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance:

1. Richard Vaughan submitted written comments in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735, which is attached as Schedule E;
2. Rosa Sansbury spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735;
3. Linda Pelletier spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735;
4. Glenn Trutner spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735;
5. Bob Yoder spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735;
6. Stuart Graham spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735;
7. Nancy Graham spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735 ; and
8. Genie Graham spoke in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735.

County Administrator Dennis Marstall highlighted that 33 electronic and/or written citizens comments were submitted in total via either email or through the County's website; 16 prior to publication of the agenda and 17 after publication of the agenda. He stated 25 were statements in opposition of Ordinance 2022-1834/RX-2022-0735 and Ordinance 2022-1835/DA-2022-0735 and 8 were statements asking to repeal the MX district and/or to stop/slow development on Van Wyck Road. These statements are attached as Schedule F to the written minutes in the Clerk to Council's office.

Steve Harper closed the Public Hearing at approximately 6:54 p.m.

Allen Blackmon moved to approve. Seconded by Brian Carnes. Mike Scisciani with CLREF III Acquisitions stated they were respecting the conservation easement and believed this project would be smart growth. He also stated this was not high density. Each Councilmember discussed their concerns.

The motion to approve 1st Reading of Ordinance 2022-1834 Failed 0-6-1. Ayes: None; Nays: Blackmon, Carnes, Harper, Honeycutt, McGriff, Mosteller; Abstain: Graham.

Public Hearing and 1st Reading of Ordinance 2022-1835 regarding Approval of a Development Agreement with CLREF III Acquisitions LLC (AKA Nisbet Property)

Ordinance Title: An Ordinance To Approve A Development Agreement With CLREF III Acquisitions, LLC, In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 1,019 Single-Family Residential Unit Cluster Subdivision Project With An Overall Density Of 1.3 Dwelling Units Per Acre Located On Approximately 780.40 Acres Of Land At And Adjacent To 8275 Van Wyck Road (TMS#s 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, 0022-00-03.01). - **Planning Department Case Number: DA-2022-0735.**

Rox Burhans stated there was nothing to add.

Steve Harper opened the Public Hearing for Ordinance 2022-1835 at approximately 7:04 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.

There were approximately 82 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 7:04 p.m.

Allen Blackmon moved to approve. Seconded by Larry Honeycutt.

The motion to approve 1st Reading of Ordinance 2022-1835 Failed 0-6-1. Ayes: None; Nays: Blackmon, Carnes, Harper, Honeycutt, McGriff, Mosteller; Abstain: Graham.

Terry Graham returned to the meeting at approximately 7:05 p.m.

Public Hearing and 1st Reading of Ordinance 2022-1833 regarding Rezoning Seven Parcels of Property from Low Density Residential District (LDR) to Medium Density Residential District (MDR) (Applicant D.R. Horton)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Seven (7) Parcels Comprising Approximately 95.85 Acres Located West Of The Intersection Of Possum Hollow Road And Old Bailes Road (TMS#s 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06) From Low Density Residential (LDR) District To Medium Density Residential (MDR) District. - **Planning Department Case Number: RZ-2022-1357.**

Rox Burhans reviewed the County power point presentation which is attached to the written minutes in the Clerk to Council's office.

Steve Harper opened the Public Hearing for Ordinance 2022-1833 at approximately 7:13 p.m.

He noted that three (3) citizens signed up to speak at the Public Hearing for the Ordinance.

There were approximately 32 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance:

1. Troy Karski, with D.R. Horton, stated he was available for questions.
2. Andrew Grant, land planner for D.R. Horton, stated this development was consistent with the comprehensive plan and surrounding community development. He stated they were proposing a walkable community that would preserve natural areas and walking trails. He stated the development would be quality and high price point development

3. Ben Levine, Indian Land, S.C., stated he would like to see a development agreement so there would not be a cluster development. He stated the plan shown was not binding and thus, he stated he could not support this development.

Steve Harper closed the Public Hearing at approximately 7:22 p.m.

Brian Carnes moved to approve. Seconded by Allen Blackmon. There were discussions on what the Indian Land community wanted as far as a good development. There were also discussions on cluster developments, development agreements, traffic study and schools. Terry Graham stated the community wants to slow growth.

The motion to approve 1st Reading of Ordinance 2022-1833 Failed 0-7. Ayes: None; Nays: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller.

Public Hearing and 1st Reading of Ordinance 2022-1831 regarding Rezoning Property Located at 4263 Doby's Bridge Road, Indian Land, SC, from Low Density Residential District (LDR) to Institutional District (INS) to Allow Development of a Daycare Facility

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 4.84 Acres (TM# 0013-00-024.00) Located At 4263 Doby's Bridge Road, Indian Land, From Low Density Residential (LDR) District To Institutional (INS) District. - *Planning Department Case Number: RZ-2022-1759.*

Rox Burhans reviewed the County power point presentation which is attached to the written minutes in the Clerk to Council's office.

Steve Harper opened the Public Hearing for Ordinance 2022-1831 at approximately 7:37 p.m.

He noted that one (1) citizen signed up to speak at the Public Hearing for the Ordinance.

There were approximately 17 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance:

1. Emily Brown, attorney representing Kings Mountain Self Storage, LLC, spoke in regards to rezoning property for a daycare center. She stated they were proposing a 10,000/20,000 square foot daycare center and would possibly use an outparcel as a pediatrician office or something that would compliment the daycare center.

Steve Harper closed the Public Hearing at approximately 7:40 p.m.

Charlene McGriff moved to approve. Seconded by Larry Honeycutt. There were discussions regarding concerns about traffic impact, along with insufficient parking for the proposed facility. There were also concerns with ingress and egress for the property. Emily Brown responded that the applicant stated they were not opposed to deferral to determine parking, facility size and number of children. Charlene McGriff withdrew the motion and Larry Honeycutt withdrew the second.

Brian Carnes moved to defer this item to the meeting on January 9, 2023. Seconded by Allen Blackmon.

The motion to defer 1st Reading of Ordinance 2022-1831 to meeting on January 9, 2023 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nays: None.

Public Hearing and 1st Reading of Ordinance 2022-1832 regarding Approval of a Development Agreement for Shiloh Woods (Applicant Century Communities)

Ordinance Title: An Ordinance To Approve A Development Agreement With Century Communities Southeast, LLC, In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 398-Unit Single-Family Cluster Subdivision Development Located On Approximately 169.86 Acres Of Land At 500 And 516 W. Shiloh Unity Road (TMS#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 And 0049-00-005.02). - *Planning*

Department Case Number: DA-2022-0733.

Chairman Steve Harper recused himself from the discussion and vote on Ordinance 2022-1832. Vice Chair Brian Carnes took over the meeting at approximately 7:57 p.m. Steve Harper's Statement of Recusal is attached as Schedule G to the written minutes in the Clerk to Council's office.

Rox Burhans reviewed the County power point presentation which is attached to the written minutes in the Clerk to Council's office. Terry Graham asked what the Planning Commission's dissenting votes were about. Rox Burhans stated there were cluster development concerns and the Traffic Study was not fully complete. Billy Mosteller asked if the Pleasant Valley Fire Department servicing the development area was a clerical error, as it should be Riverside or Shiloh Zion. Billy Mosteller stated he liked that they would be willing to open as a voting precinct. Terry Graham asked that the County consider reevaluating the \$500 school fee. Council and staff also discussed sunset dates for development agreements.

Brian Carnes opened the Public Hearing for Ordinance 2022-1832 at approximately 8:12 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.

There were approximately 13 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Brian Carnes closed the Public Hearing at approximately 8:13 p.m.

Charlene McGriff moved to approve. Seconded by Larry Honeycutt. Terry Graham stated a Traffic Impact Analysis was needed and, so, he would be opposed to the ordinance..

The motion to approve 1st Reading of Ordinance 2022-1832 Passed 5-1-1. Ayes: Blackmon, Carnes, Honeycutt, McGriff, Mosteller; Nays: Graham; Abstain: Harper.

Steve Harper returned to the meeting at approximately 8:14 p.m. and resumed his duties as Chair of the meeting.

1st Reading By Title Only of Ordinance 2022-1836 Amending That Certain March 22, 2021 Special Source Revenue Credit Agreement By And Between Lancaster County And Studio Displays, Inc. To Add T&T Capital, LLC As A Party Thereto With Retroactive Effect

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amendment To That Certain March 22, 2021 Special Source Revenue Credit Agreement By And Between Lancaster County, South Carolina And Studio Displays, Inc. (The "SSRC Agreement") To Add T&T Capital, LLC As A Party Thereto With Retroactive Effect; To Extend The Provision Of Special Source Revenue Credits Under The SSRC Agreement To Investment Made By T&T Capital, LLC In Lancaster County; And To Provide For Other Matters Related Thereto.

Brian Carnes moved to approve the 1st Reading of Ordinance 2022-1836. Seconded by Allen Blackmon.

John DuBose stated the ordinance would add T&T Capital, LLC to the capital agreement with Studio Displays Incorporated. He stated Lancaster's adopted Code of Parliamentary Procedure Section 2-50 of the County Code requires 1st reading by title only if reason for expediency was included in the minutes. He stated the reason for expediency was that if T&T's capital investment was not included retroactively in the investment requirements of the Special Source Revenue Credit (SSRC) Agreement, then they would not have met the investment requirement pursuant to the agreement. He provided an overview of the Ordinance. He stated that the previous Ordinance 2021-1713 was provided as an attachment in the agenda packet.

The motion to approve the 1st Reading of Ordinance 2022-1836 by title only Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nays: None.

Resolution 1220-R2022 regarding Authorizing the Transfer of Funds within the General Fund to Allow for the Creation of a Position in Economic Development

Resolution Title: A Resolution To Authorize The Transfer Of Funds Within The County General Fund; To Authorize Certain County Officials To Take Actions Necessary To Effectuate The Purposes Of This Resolution; And To Provide For Other Matters Related Thereto.

Larry Honeycutt moved to approve. Seconded by Billy Mosteller.

Dennis Marstall explained that this resolution would add an Administrative Assistant position for Economic Development. He stated this position would assist with calculations for Fee In Lieu of Tax (FILOT) agreements in order to take work off of the Auditor's Office. He stated the County does have funds in the Communications & Marketing Department that could be used to fund the position.

Motion to approve Resolution 1220-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nays: None

Resolution 1223-R2022 regarding Authorizing the Creation of a Position in Administration

Resolution Title: A Resolution To Authorize The Creation Of A Position Within The Administration Department; To Authorize Certain County Officials To Take Actions Necessary To Effectuate The Purposes Of This Resolution; And To Provide For Other Matters Related Thereto.

Charlene McGriff moved to approve. Seconded by Brian Carnes.

Dennis Marstall explained that the International City-County Manager's Association (ICMA) coordinates the Local Government Management Fellowship program. He stated local governments have to communicate if they would be interested in participating in the program. He continued that each Fellowship would be for one to two years and typically finds employment within the hiring organization at the end of the Fellowship. He explained that he would like to incorporate this position within our Budget staff. Charlene McGriff stated this should be a permanent position rather than a temporary position like this would be. There was discussion that this would be a good training program, but that Council believed that funding it should be postponed until another year due to the number of projects already underway this year.

Motion to approve Resolution 1222-R2022 Failed 0-7. Ayes: None; Nays: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller

Discussion and Action Items

Approval of Appointment to the Catawba Workforce Development Board

- Brian Fulk as the Lancaster County Economic Development appointee to the Catawba Workforce Development Board to fill an unexpired term that ends on 12/31/2022 and to serve a new three year term that begins on 1/1/2023 and ends on 12/31/2025.

Larry Honeycutt moved to approve the appointment to the Catawba Workforce Development Board. Seconded by Charlene McGriff. The motion to approve the appointment of Brian Fulk to the Catawba Workforce Development Board Passed 7-0.

Status of items tabled, recommitted, deferred or held

There were no tabled, recommitted, deferred or held items to discuss during the Council meeting.

Miscellaneous Reports and Correspondence

Allen Blackmon stated that Lancaster County needed to do away with the minimum parking standards in the Unified Development Ordinance (UDO) and only have one (1) standard. He requested the Planning Commission review this standard.

Executive Session

One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. One Legal Briefing regarding a Potential Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).

Brian Carnes moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0. Chairman Steve Harper invited Councilmember-Elect Jose Luis into Executive Session. At approximately 8:38 p.m., Council went into Executive Session to discuss one (1) legal briefing regarding a potential pending or threatened litigation matter, pursuant to South Carolina Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 9:04 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received one (1) legal briefing regarding a potential pending or threatened litigation matter. He also noted that, during Executive Session, no votes were taken and no decisions were made.

Adjournment

Larry Honeycutt moved to adjourn. Seconded by Terry Graham. Motion Passed 7-0.

There being no further business, the regular meeting of County Council adjourned at approximately 9:05 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1224-R2022

Contact Person / Sponsor: John DuBose / County Attorney

Department: Attorney

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

The Chesterfield County Attorney has contacted the County and is asking on behalf of Chesterfield County for the Lancaster County Council to adopt a resolution to enlarge the boundaries of the Park so as to include property owned by Sandhills Solar, LLC. Chesterfield County approved this project by passage of Ordinance No. 22-23-06 on November 2, 2022.

Points to Consider:

The Second Master MCP Agreement was set-up in 2018 at the request of Chesterfield County for solar projects in located Chesterfield County. No property in Lancaster County is included in the Second Master MCP Agreement. In 2020, Lancaster County Council approved additional property located in Chesterfield County for the Second Master MCP Agreement (February 10, 2020, Resolution No. 1080-R2020, Centerfield Cooper Solar, LLC). In 2022, Lancaster County Council approved additional property located in Chesterfield County for the Second Master MCP Agreement (February 28, 2022, Resolution No. 1190-R2022, Ogburn Solar, LLC). The Second Master MCP Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County.

Funding and Liability Factors:

The Second Master MCP Agreement provides that Lancaster County will receive one percent (1%) of the revenue generated from properties included in the Second Master MCP Agreement.

Council Options:

Approve or disapprove the Resolution.

Recommendation:

Approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1224-R2022	11/21/2022	Resolution
Chesterfield County Ordinance 22-23-06	11/8/2022	Ordinance

STATE OF SOUTH CAROLINA)

RESOLUTION NO. 1224-R2022

COUNTY OF LANCASTER)

A RESOLUTION

TO AMEND THE SECOND MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY, DATED AS OF OCTOBER 1, 2018, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN CHESTERFIELD COUNTY OWNED AND/OR OPERATED BY SANDHILLS SOLAR, LLC.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

(2) Chesterfield County, South Carolina ("Chesterfield County") and Lancaster County are contiguous counties which, pursuant to Ordinance No. 18-19-04, enacted by Chesterfield County Council on July 11, 2018, and Ordinance No. 2018-1531 enacted by Lancaster County Council on September 24, 2018, established a Multi-County Park pursuant to the Second Master Multi-County Park Agreement dated as of October 1, 2018 (the "Park Agreement");

(3) The Park Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County.

(b) It is the purpose of this resolution to approve the addition of the following property located in Chesterfield County to the Park Agreement (approved for addition to the Park Agreement by Chesterfield County Council by passage of Ordinance No. 22-23-06 on November 2, 2022): Property designated as Chesterfield County Tax Map Parcel Number 219 000 000 065.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit B (Chesterfield County) of the Second Master Multi-County Park Agreement dated as of October 1, 2018, to include the addition of the following property:

EXHIBIT B (Chesterfield County)
Chesterfield County Property

17237 Highway 102

Tax Map No.

219 000 000 065

Owner/Lessee

Sandhill Solar, LLC

Section 3. Preparation of amended Park Agreement.

Upon passage of this resolution, and an ordinance of Chesterfield County (Ordinance No. 22-23-06 on November 2, 2022), approving the addition of the property identified in this resolution, the County Administrator of Chesterfield County, in coordination with the County Administrator of Lancaster County, shall cause to be prepared a Second Master Multi-County Park Agreement with Exhibit B (Chesterfield County) revised as set forth in Section 2 of this resolution. A copy of the Second Master Multi-County Park Agreement with a revised Exhibit B (Chesterfield County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Chesterfield County and Lancaster County.

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This resolution is effective as of November 28, 2022.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED.

Dated this _____ day of November 2022

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approve as to form:

John DuBose, County Attorney

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTERFIELD)

ORDINANCE NO. 22-23-06

AN ORDINANCE TO AMEND THE SECOND MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY, DATED AS OF OCTOBER 1, 2018, SO AS TO ENLARGE THE BOUNDARIES OF SUCH PARK TO INCLUDE PROPERTY OWNED AND/OR OPERATED BY SANDHILLS SOLAR, LLC, LOCATED IN CHESTERFIELD COUNTY; AND TO PROVIDE FOR FURTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

(2) Chesterfield County and Lancaster County, South Carolina ("Lancaster County"), are contiguous counties which, pursuant to Ordinance No. 18-19-04, enacted by Chesterfield County Council on July 11, 2018, and Ordinance No. 2018-1531, enacted by Lancaster County Council on September 24, 2018, established a Multi-County Park pursuant to the Second Master Multi-County Park Agreement dated as of October 1, 2018 (the "Park Agreement"); and

(3) The Second Master Multi-County Park Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County.

(b) It is the purpose of this ordinance to approve the addition of the following property to the Second Master Multi-County Park Agreement owned and/or leased by Sandhills Solar, LLC, and identified as a portion of Chesterfield County Tax Map Parcel Number 219 000 000 065.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit B (Chesterfield County) of the Second Master Multi-County Park Agreement to include the addition of the following property:

2022 NOV -21 A 11:01
Christy F. Gaddy
CLERK OF COURT
CHESTERFIELD COUNTY, S.C.

EXHIBIT B (Chesterfield County)
Chesterfield County Property

Project Sandhills

Tax Map Nos.

Owner/Lessee

Portion of 219 000 000 065

Sandhills Solar, LLC

Section 3. Preparation of amended Park Agreement.

Upon passage of this ordinance, and a resolution of Lancaster County, approving the addition of the property identified in this ordinance, the County Administrator of Chesterfield County shall cause to be prepared a Second Master Multi-County Park Agreement with Exhibit B (Chesterfield County) revised as set forth in Section 2 of this ordinance. A copy of the Second Master Multi-County Park Agreement with a revised Exhibit B (Chesterfield County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Chesterfield County and Lancaster County.

Section 4. Conflicting provisions.

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

Section 5. Severability.

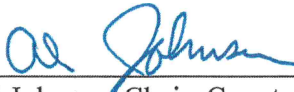
If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 6. Effective Date.

This ordinance is effective upon third reading.

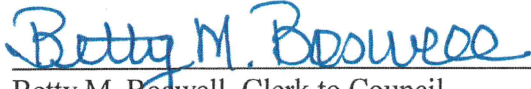
And it is so ordained, this 2nd day of November, 2022.

CHESTERFIELD COUNTY, SOUTH CAROLINA



Al Johnson, Chair, County Council

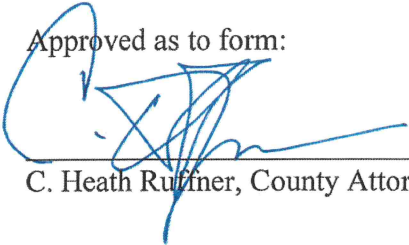
ATTEST:



Betty M. Boswell, Clerk to Council

First Reading:	September 7, 2022
Second Reading:	October 5, 2022
Public Hearing:	November 2, 2022
Third Reading:	November 2, 2022

Approved as to form:



C. Heath Ruffner, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1830

Contact Person / Sponsor: John DuBose / County Attorney and Darin Robinson / Building

Department: Administration

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

The South Carolina Building Code Council has mandated that certain new codes be adopted effective January 1, 2023, and the County's ordinance must be updated to reflect the new codes. There are 121 Code changes in this adoption cycle by the State. These changes are inclusive of all trades and codes disciplines. A copy of the listing index of all changes from LLR-SC Building Codes Council is attached to the packet. The adoption of codes *excludes appendices, except those Appendices H, J, and Q* as adopted by the SC Building Codes Council.

Points to Consider:

The County's ordinance must be updated to reflect the new building codes, as required by state law. Staff will continue to educate contractors and design professionals on the new code adoption and requirements.

Funding and Liability Factors:

There are no budget factors regarding passage of this Ordinance.

Council Options:

Approve, amend or disapprove the Ordinance.

Recommendation:

Adopt the ordinance as presented.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1830	10/17/2022	Ordinance
2021 Code Changes - Modification Index - SC Building Codes Council	10/19/2022	Backup Material
Notice of Public Hearing for Ordinance 2022-1830	11/22/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2022-1830

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND CHAPTER 7 OF THE LANCASTER COUNTY CODE TO ADOPT UPDATED UNIFORM CODES AS MANDATED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL, TO ADOPT CERTAIN PERMISSIVE UNIFORM CODES, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

The Council finds and determines that:

(1) The State of South Carolina mandates that local governments adopt the applicable codes as dictated by the South Carolina Building Code Council;

(2) The South Carolina Building Code Council has mandated that certain new codes be adopted effective January 1, 2023; and

(3) A public hearing must be conducted related to the adoption of the following codes.

Section 2. Amendment of County Code.

Article I of Chapter 7 of the County Code of Lancaster, South Carolina is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

Sec. 7-1. - Standard codes adopted.

The following codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices other than Appendices H, J, and Q as adopted by the SC Building Codes Council, and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, ~~duties, responsibilities of, and administrative procedures~~ for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

~~2015~~ ~~2018~~ 2021 Editions:

- International Building Code, with South Carolina amendments;
- International Residential Code, with South Carolina amendments;
- International Mechanical Code, including Chapter One, with South Carolina amendments;
- International Plumbing Code, including Chapter One, with South Carolina amendments;
- International Fire Code, with South Carolina amendments;
- International Fuel Gas Code, with South Carolina amendments;

~~2014~~ ~~2017~~ 2020 Edition:

- National Electric Code, with South Carolina amendments;

2017 Edition:

- ICC ANSI 117.1 Accessible and Usable Buildings and Facilities

2009 Edition:

- International Energy Conservation Code.

Sec. 7-2. - Optional codes adopted.

The following permissive codes, as promulgated by the International Code Council and in the version most recently adopted by the State of South Carolina's Department of Labor, Licensing and Regulation, shall constitute and become an ordinance of the county, and are hereby adopted as fully as though set out at length herein, excluding the appendices and including Chapter One, except as further provided herein. Provided, however, that the provisions of the codes which concern the qualification, removal, dismissal, duties, responsibilities of, and administrative procedures for all building officials, deputy building officials, chief inspectors, and other inspectors and assistants are not adopted herein.

Amendments to these codes shall become effective in the county on the effective date specified by the state.

~~2015~~ ~~2018~~ 2021 Editions:

- International Existing Building Code.
- International Property Maintenance Code.
- International Swimming Pool and Spa Code.
- International Performance Code for Buildings and Facilities

Secs. 7-3—7-20. - Reserved.

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 thereby.

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, orders and resolutions, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. *Effective date.*

This ordinance is effective January 1, 2023.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

First Reading:	October 24, 2022
Second Reading:	November 14, 2022
Public Hearing:	November 28, 2022
Third Reading:	November 28, 2022

Approved as to form:

John DuBose, County Attorney



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
 110 Centerview Dr • Columbia • SC • 29210
 P.O. Box 11329 • Columbia • SC • 29211-1329
 Phone: 803-896-4688 • contact.bcc@llr.sc.gov • Fax: 803-896-4814
 llr.sc.gov/bcc

2021 MODIFICATION INDEX

MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
2021 IBC			
IBC 2021-01	[A] 101.4.7 Existing Buildings	American Concrete Institute (ACI)	New
IBC 2021-02	202 Definitions	BOASC	Continuation
IBC 2021-04	303.4 Assembly Group A-3	BOASC	Continuation
IBC 2021-05	312.1 General "Primitive Camp Structure"	BOASC	Continuation
IBC 2021-07	706.1 General	BOASC	Continuation
IBC 2021-10	1010.2.14 Controlled egress doors in Groups I-1 and I-2 (also in IFC)	Midlands Fire Marshal's Association	New
IBC 2021-11	1016.2 Egress through intervening spaces	BOASC	Continuation
IBC 2021-14	1803.2 Investigations required	BOASC	Continuation
IBC 2021-16	1907.1 General	Structural Engineers	Continuation
IBC 2021-17	2303.2.2 Other means during manufacture	BOASC	Continuation
IBC 2021-18	Appendix H Signs	Structural Engineers	Continuation
2021 IRC			
IRC 2021-01	R202 Definitions - Accepted Eng. Practice	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-02	R202 Definitions - Crawl Space	HBA of SC	New
IRC 2021-04	R301.2.1 Wind Design Criteria	HBA of SC	New
IRC 2021-05	R301.2.2.1 Determination of seismic design category	HBA of SC	New
IRC 2021-06	R302.1 Exterior Walls (Add Exception 6)	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-07	R302.1 Exterior Walls (Add Exception 7)	BOASC	New
IRC 2021-09	R302.4.1 Through penetrations	BOASC	New
IRC 2021-10	R302.5.1 Opening protection	HBA of SC	Continuation
IRC 2021-11	R302.13 Fire Protection of floors	HBA of SC	Continuation
IRC 2021-12	R303.4 Mechanical ventilation	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-13	Figure R307.1 Minimum Fixture Clearances	HBA of SC	Continuation
IRC 2021-15	R311.7.5.1 Risers	Structural Engineers Association of SC	Continuation
IRC 2021-16	R312.1.1 Where required	HBA of SC	Continuation
IRC 2021-17	R312.2 Window fall protection	HBA of SC	Continuation
IRC 2021-18	R313 Automatic Fire Sprinkler Systems	HBA of SC	Continuation
IRC 2021-22	R317.1.1 Field treatment	Structural Engineers Association of SC	Continuation
IRC 2021-23	R318.1 Subterranean termite control methods	HBA of SC	Continuation
IRC 2021-24	R318.4 Foam Plastic Protection	HBA of SC	Continuation
IRC 2021-25	R318.5 Termite Inspection Strip	HBA of SC	New
IRC 2021-28	R322.1 General	BOASC	Continuation
IRC 2021-29	R326.3 Story above grade plane	HBA of SC	New
IRC 2021-31	R404.1.9.2 Masonry Piers Supporting floor girders	HBA of SC & Structural Engineers Association of SC	Continuation



MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
IRC 2021-32	R408.3 Unvented Crawl Space	Structural Engineers Association of SC	Continuation
IRC 2021-33	R408.3(2.2) Unvented crawl space	HBA of SC	New
IRC 2021-34	R408.4 Access	HBA of SC	Continuation
IRC 2021-35	R408.8 Under-floor vapor retarder	HBA of SC	New
IRC 2021-36	R502.11.4 Truss design drawings	HBA of SC	Continuation
IRC 2021-37	R506.2.3 Vapor retarder	Structural Engineers Association of SC	Continuation
IRC 2021-38	R606.7 Piers	Structural Engineers Association of SC	Continuation
IRC 2021-39	R802.10.1 Truss design drawings	HBA of SC	Continuation
IRC 2021-40	R905.2.8.5 Drip Edge	HBA of SC	Continuation
IRC 2021-41	Chapter 11 Energy Efficiency	HBA of SC	Continuation
IRC 2021-42	M1411.6 Insulation of refrigerant piping	HBA of SC	Continuation
IRC 2021-43	M1411.9 Locking access port caps	HBA of SC	Continuation
IRC 2021-44	M1502.3 Duct termination	HBA of SC	Continuation
IRC 2021-45	M1502.4.2 Duct Installation	HBA of SC	Continuation
IRC 2021-46	M1502.4.6 Duct length	HBA of SC	Continuation
IRC 2021-47	M1503.6 Makeup air	HBA of SC	Continuation
IRC 2021-48	M1504.3 Exhaust Openings	HBA of SC	Continuation
IRC 2021-49	M1601.4.1 Joints, Seams and Connections	HBA of SC	Continuation
IRC 2021-50	G2418.2 Design and installation	HBA of SC	Continuation
IRC 2021-51	P2503.6 Shower liner test	HBA of SC	Continuation
IRC 2021-52	P2503.6 Shower liner test	HBA of SC	New (Adds to continuation)
IRC 2021-53	P2603.2.1 Protection against physical damage	HBA of SC	New
IRC 2021-54	P2603.5 Freezing	HBA of SC	Continuation
IRC 2021-55	P2603.5 Freezing	HBA of SC	New (Adds to continuation)
IRC 2021-56	P2705.1 (3) General	HBA of SC	New
IRC 2021-57	P2708.4 Shower control valves	HBA of SC	New
IRC 2021-58	P2713.3 Bathtub and whirlpool bathtub valves	HBA of SC	New
IRC 2021-60	P2903.10 Hose bibb	HBA of SC	Continuation
IRC 2021-62	P2904.2.4.2.1 Additional requirements for pendant sprinklers	SC Master Plumbers Association	New
IRC 2021-66	E3606.5 Surge Protection	HBA of SC	New
IRC 2021-67	E3802.4 In unfinished basements	HBA of SC	Continuation
IRC 2021-69	E3901.4.2 (1) – Island and peninsular countertops and work spaces	HBA of SC	New
IRC 2021-70	E3902 Ground-Fault & Arc-Fault Circuit-Interrupter Protection	HBA of SC	New
IRC 2021-71	E3902.5 Basement Receptacles	HBA of SC	New
IRC 2021-73	E3902.17 Arc-Fault Circuit Interrupter Protection	HBA of SC	Continuation
IRC 2021-75	E4002.14 Tamper-resistant receptacles	HBA of SC	New
IRC 2021-76	Chapter 44 Referenced Standards	AHRI	New
IRC 2021-77	Appendix AH Patio Covers	Structural Engineers Association of SC	Continuation
IRC 2021-78	Appendix AJ Existing Buildings and Structures	Structural Engineers Association of SC	Continuation
IRC 2021-79	Appendix AQ Tiny Houses	BOASC	Continuation



MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
2021 IFC			
IFC 2021-02	202 General definitions - Primitive camp structure	BOASC	Continuation
IFC 2021-03	202 General definitions - A-3 occupancies	BOASC	Continuation
IFC 2021-04	202 General definitions - Recreational Fire	SC Fire Marshal's Association	Continuation
IFC 2021-05	315.3.3 Equipment rooms	Midlands Fire Marshal's Association	New
IFC 2021-07	319.11 Clearance requirements (New Section)	Midlands Fire Marshal's Association	New
IFC 2021-08	503.1.2 Additional Access	HBA of SC	New
IFC 2021-09	503.1.2.1 One- or two-family dwelling residential developments having less than 50 units (New section)	HBA of SC	New
IFC 2021-10	503.2.1 Dimensions	HBA of SC	Continuation
IFC 2021-11	507.1 Required water supply	Charleston Fire Department	Continuation
IFC 2021-12	507.5.1 Where Required	Charleston Fire Department	Continuation
IFC 2021-13	507.5.1.1 Hydrant for standpipe systems	Midlands Fire Marshal's Association	New
IFC 2021-14	507.5.4 Obstruction	Midlands Fire Marshal's Association	New
IFC 2021-16	607.1 General	Midlands Fire Marshal's Association	New
IFC 2021-19	901.6.3 Records	Charleston Fire Department	Continuation
IFC 2021-22	907.6.5 Access	Midlands Fire Marshal's Association	New
IFC 2021-24	1010.2.14 Controlled egress doors in Groups I-1 and I-2 (Also in IBC)	Midlands Fire Marshal's Association	New
IFC 2021-25	1016.2 Egress through intervening spaces	Charleston Fire Department	Continuation
IFC 2021-31	2303.2.2 Testing (New section)	Midlands Fire Marshal's Association	New
IFC 2021-33	2305.5 Fire extinguishers	Midlands Fire Marshal's Association	New
IFC 2021-34	2307.4 Location of dispensing operations and equipment	SCPGA	Continuation
IFC 2021-35	2307.7 Public fueling of motor vehicles	SCPGA	Continuation
IFC 2021-38	6101.1 Scope	SC Fire Marshal's Association	Continuation
IFC 2021-41	6106.1 Attendants	SC Fire Marshal's Association	Continuation
IFC 2021-42	6107.4 Protecting containers from vehicles	SC Fire Marshal's Association	Continuation
IFC 2021-43	6109.13 Protection of containers	SC Fire Marshal's Association	Continuation
IFC 2021-44	6110.1 Removed from service	SC Fire Marshal's Association	Continuation
IFC 2021-45	6111.2.1 Near residential, educational and institutional occupancies and other high-risk areas	SC Fire Marshal's Association	Continuation
2021 IPC			
IPC 2021-01	202 General Definitions - Drinking Fountain	Carolinas AGC	New
IPC 2021-02	202 General Definitions - Bottle Filling Station	Carolinas AGC	New
IPC 2021-03	202 General Definitions - Water Cooler	Carolinas AGC	New
IPC 2021-04	202 General Definitions - Water Dispenser	Carolinas AGC	New
IPC 2021-05	Table 403.1 Minimum number of required plumbing fixtures	Carolinas AGC	New
IPC 2021-06	410.4 Substitution	Carolinas AGC	New
2021 IMC			
IMC 2021-01	504.9.2 Duct Installation	BOASC	Continuation
IMC 2021-02	Table 1103.1 Refrigerant Classification Amount and OEL	AHRI	New



MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
IMC 2021-03	1104.3 System Application Requirements	AHRI	New
IMC 2021-04	Chapter 15 Referenced Standards	AHRI	New
2021 IFGC			
IFGC 2021-01	401.9 Identification	SCPGA	Continuation
IFGC 2021-02	401.10 Third-party testing and certification	SCPGA	Continuation
IFGC 2021-03	412.4 Listed equipment	SCPGA	Continuation
IFGC 2021-04	412.6 Location	SCPGA	Continuation
IFGC 2021-05	412.8.3 Vehicle impact protection	SCPGA	Continuation
IFGC 2021-06	412.10 Private fueling of motor vehicles	SCPGA	Continuation
IFGC 2021-07	505.1.1 Commercial cooking appliances vented by exhaust hoods	Piedmont Natural gas	Continuation
2020 NEC			
NEC 2020-03	210.8(A)(5) Basements	HBA of SC	New
NEC 2020-04	210.8(F) Outdoor Outlets	HBA of SC	New
NEC 2020-05	210.12 Arc-Fault Circuit-Interrupter Protection	HBA of SC	New
NEC 2020-06	230.67 Surge Protection	HBA of SC	New

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, November 28, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2022-1830, an ordinance titled **"AN ORDINANCE TO AMEND CHAPTER 7 OF THE LANCASTER COUNTY CODE TO ADOPT UPDATED UNIFORM CODES AS MANDATED BY THE SOUTH CAROLINA BUILDING CODES COUNCIL, TO ADOPT CERTAIN PERMISSIVE UNIFORM CODES, AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (<https://www.mylancastersc.org/>), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on November 9th 2022.

SWORN to before me this 9th day of

November, 2022

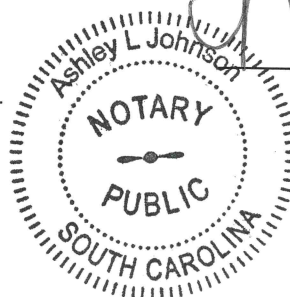
Ashley L. Johnson

Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

[Signature]



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1832 / Planning Case Number: DA-2022-0733

Contact Person / Sponsor: A. Davis / Planning

Department: Attorney

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Application by Century Communities for a development agreement that includes four parcels totaling approximately 169.86 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision (2.34 du/acre).

This application is associated with the previously approved companion Zoning Map Amendment: RZ-2022-0733 and Preliminary Plat: SD-2022-0733 proposals.

Points to Consider:

The applicant submitted the proposed development agreement enclosed with this memo. This development agreement has been revised to reflect changes which have occurred to the proposed concept plan. The development agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA).

It is important to note that at the time of this report (11-4-2022), the TIA associated with this agreement has not been approved by the County's Traffic Engineering Consultant. Coordination with all parties to conclude the TIA review and make associated updates is ongoing.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the proposed agreement.

Recommendation:

Planning Commission reviewed this item at their October meeting and recommended **conditional approval** subject to resolution of the outstanding TIA comments. No public comments have been received.

Staff also recommended conditional approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1832	11/8/2022	Ordinance
Exhibit to Ordinance 2022-1832- Development Agreement	11/21/2022	Exhibit
Planning Staff Report	9/13/2022	Planning Staff Report

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2022-1832

COUNTY OF LANCASTER

(

(

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH CENTURY COMMUNITIES SOUTHEAST, LLC, IN ACCORDANCE WITH UNIFIED DEVELOPMENT ORDINANCE SECTION 9.2.18 FOR A PROPOSED 398-UNIT SINGLE-FAMILY CLUSTER SUBDIVISION DEVELOPMENT LOCATED ON APPROXIMATELY 169.86 ACRES OF LAND AT 500 AND 516 W. SHILOH UNITY ROAD (TMS#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 AND 0049-00-005.02).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) Century Communities Southeast, LLC, (“Developer”) seeks to develop a 398-unit single-family cluster subdivision community upon a total of 169.86 acres of real property located at 500 and 516 W. Shiloh Unity Road (TMS#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02). This application is associated with the preciously approved companion Zoning Map Amendment: RZ-2022-0733 (Ordinance 2022-1822) and Preliminary Plat: SD-2022-0733 proposals.
- (b) The Development Agreement has been submitted and requested by Developer, pursuant to the UDO requirement that all land development projects that seek to utilize the Cluster Subdivision Overlay (CSO) for a Medium Density Residential (MDR) District be governed by a Development Agreement and so that Developer will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.
- (c) The Development Agreement attached hereto and incorporated herein by reference as **Exhibit “1”** is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”), and satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.
- (d) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.

- (e) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds and real property for the provision of public facilities and services described and identified in the Development Agreement.
- (g) On October 18, 2022, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 4-1, recommended conditional approval of the Development Agreement for this project subject to resolution of outstanding transportation impact assessment (TIA) comments and technical review committee (TRC) comments.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit “1”** is approved by the Council of Lancaster County.

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, to the extent of the conflict, supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

<remainder intentionally blank, signature page follows>

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 14, 2022
Second Reading:	November 28, 2022
Public Hearing:	November 14, 2022
Third Reading:	December 12, 2022

Approved as to form:

John DuBose, County Attorney

------(Space above this line for recording use)-----

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT
)
COUNTY OF LANCASTER) CENTURY COMMUNITIES SOUTHEAST LLC

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of _____ 2022 (“Agreement Date”), by and between **Century Communities Southeast, LLC**, a North Carolina limited liability company (“Developer”), and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 169.93 acres, more or less, located in the County and known as the **SHILOH WOODS** development and more fully described in Section 1.04 of this Agreement (“Property”) and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, be rezoned to Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District.

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development;

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the Property will be zoned Medium Density Residential (MDR) District for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement;

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish

the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means December _____2022.

(3) “Comprehensive Plan” means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

(4) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

(5) “County Council” means the governing body of the County.

(6) “Developer” means Century Communities Southeast, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

(7) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(8) “Laws and Land Development Regulations” means the County’s current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

(9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

(10) “Ordinance No. 2022-1822” means Ordinance No. 2022-1822 of the County, zoning Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, to CSO Medium Density Residential (CSO MDR) District, a copy of which is attached hereto as Exhibit E-1.

(11) “Ordinance No. 2022- 1832” means Ordinance No. 2022- 1832 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) “Parties” means County and Developer.

(13) “Property” means the land, and any improvements thereon, described in Section 1.04.

(14) “UDO” means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-4.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663 or the UDO.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to four (4) parcels of land identified as Tax Map Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Three (3) parcels, including Tax Map Nos. 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property are currently zoned Low Density Residential (LDR) District and all are anticipated to be rezoned Medium Density Residential

(MDR) District pursuant to Ordinance No. 2022-1822. Parcel 0049-00-004.13 is currently zoned Medium Density Residential (MDR) District. All properties are anticipated to be rezoned Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District pursuant to Ordinance No. 2022-1822.

Section 1.06. Development Program.

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is up to 398 single family detached dwelling units and 169.93 acres and is set forth in Exhibit B.

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship

of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property if and when Developer acquires title to and Development Rights for the Property, and (ii) if Developer develops the Property, Developer will develop the Property in accordance with the terms and conditions of this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with the County's Comprehensive Plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2022- 1832 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2022- 1832 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately 169 and 93/100 acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and thus has an equitable interest therein.

(C) Developer represents and warrants that the execution, delivery and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the Master Development Plan described in Section 1.06(B), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1822, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. In addition, subject to the provisions of Section 3.03(A) of this Agreement, all rights and prerogatives accorded Developer by this Agreement shall immediately also constitute vested rights for the development of the Property including vested rights pursuant to the Vested Rights Act and the provisions of Ordinance No. 673, for the term of this Agreement and the maximum period for vesting rights under the Vesting Rights Act. Section 3.03(A) of this Agreement does not abrogate any rights either preserved by S.C. Code § 6-31-140, Ordinance No. 663, Ordinance No. 673, the UDO, or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

Subject to the provisions of S.C. Code § 6-31-140, the County shall not apply subsequently adopted laws or regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent laws or regulations are not in conflict with the Current Laws and Land Development Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or

hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits.

(A) Developer agrees to obtain all local development permits for the development of the Property. Local development permits, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

- (1) Site plan or preliminary plan approval;
- (2) Civil plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. In the event of the sale, transfer, or other conveyance of all or a portion of the Property and compliance with the conditions set forth herein, Developer shall be released from any further obligations with respect to this Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted as Developer under the Agreement as to the portion of the Property so transferred.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and

who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. Facilities for Development. Subject to compliance with applicable laws, all provisions of this Agreement and prior approval of construction plans by the County or other applicable governmental entity, Developer, at its cost and expense, shall install the requisite infrastructure, including transportation, water, and sanitary sewer infrastructure, for its Development of the Property, pursuant to Section 4.04 below and the Development Program set forth on Exhibit B as such Development proceeds pursuant to Exhibit C. Notwithstanding any provision herein to the contrary, Developer hereby assures the County that adequate infrastructure shall be available concurrent with the impacts of Development of the Property.

Section 4.01B. Payment for School District. Developer will pay County Five Hundred and No/100 Dollars (\$500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Parks and Recreation. On July 21, 2021, the County adopted an ordinance establishing development impact fees for facility improvements Parks and Recreation (Ordinance No. 2021-1725) which impact fees was implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional Parks and Recreation funds are required pursuant to this Agreement because the County Parks and Recreation Impact Fees already address the impact that the development of the property will have on Parks and Recreation facilities.

Section 4.01D. Future Impact Fees. Developer's right set forth herein are vested and thus Developer shall not be subject to any future impact fees or costs imposed by the County.

Section 4.01E. Solid Waste Fees. Developer agrees to pay County Five Hundred Dollars (\$500.00) per housing unit which shall be paid when a building permit is issued (the "Solid Waste Fund Payment"). Upon receipt of the Solid Waste Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Solid Waste Fund Payment must be used for solid waste services in Lancaster County and restricted to the _____ area. The determination of the specific use of the Solid Waste Fund Payment is at the discretion of County Council.

Section 4.01F. Library Fees. Developer agrees to pay County Two Hundred Fifty Dollars (\$250.00) per housing unit which shall be paid when a building permit is issued (the "Library Fund Payment"). Upon receipt of the Library Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Library Fund Payment must be used for library services in Lancaster County and restricted to the _____ area. The determination of the specific use of the Library Fund Payment is at the discretion of County Council.

Section 4.01G. Agreement for Use of Community Facilities as Voting Locations. Developer agrees to allow the County use of community facilities (e.g., clubhouse/pool house/meeting hall, etc.) as locations for voting polls during elections. Developer agrees the County will have access to such community facilities as is necessary and convenient for County to set up the polling stations and to breakdown/clean up the area once voting is complete and the use of such facilities will be complementary and without cost to the County. Liability arising from or incidental to the County's use of the facilities, only if arising from acts or omission of Lancaster County, shall be limited by the South Carolina Tort Claims Act.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than May 15, 2023, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

(A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.04. Infrastructure and Services.

The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(B) Potable Water, Sewage Treatment and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or

responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste collection or disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in the Riverside Fire Department service area and fire services will be provided by the Riverside Fire Department, or its successor entities. Developer acknowledges that the Riverside Fire Department provides services using volunteers.

(F) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national "next day" delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

With a Copy to: County of Lancaster
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

And to Developer: Century Communities Southeast, LLC
Attn: Ken Rabel, Division President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

With a Copy to: Century Communities Southeast, LLC
Attn: Andrew Rouzer, Vice President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

Section 5.02. Amendments.

(A) This Agreement may be amended or cancelled by mutual consent of the Parties to the Agreement or by their successors in interest. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified on Exhibit B must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement other than as set forth on Exhibit B constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time, Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

Section 5.03. Periodic Review. At least every twelve (12) months, the Development Services Director for the County or the designee of the Development Services Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement, even if the County Council members change.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., __Month__Date__Year__, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-1 and shown on Exhibit A-2. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below found.

WITNESSES:

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of _____, do hereby certify that _____, by _____, its _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____ day of _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

Exhibit A

PARCEL 1

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing one hundred (100) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated November 13, 2000, entitled "SURVEYED FOR H & W INVESTMENTS" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III and H & W Investments, dated January 18, 2001, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39. Reference to said plat is craved for a more minute description."

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing fifty (50) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated April 29, 2003, entitled "SURVEYED FOR WILLIAM L. HARPER & MICHAEL G. WILLIAMS" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2003-374, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III, William L. Harper and Michael G. Williams, dated June , 2003 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 203, page 263. Reference to said plat is craved for a more minute description."

PARCEL 2:

"All that certain piece, parcel or lot of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing three and fifty-four hundredths (3.54) acres, more or less, and being shown, described and designated as "Lot 6" on plat of survey entitled "Plat of Boundary and Closing Survey Surveyed for Barbara W. Paul", made by Precision Surveying, Inc., dated October 10, 2009 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, page 341. Reference to said plat is craved for a more minute description."

PARCEL 3:

"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-28, known as Shiloh-Unity Road, containing sixteen and thirty-nine hundredths (16.39) acres, more or less,

and being shown and described on plat survey made by Wm. Charles Hendley, Jr. Land Surveying, dated November 6, 1993, entitled "BOUNDARY SURVEY FOR RANDALL P. VAUGHN PAMELA VAUGHN" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 16168, reference to said plat is craved for a more minute description."

PARCEL 4:

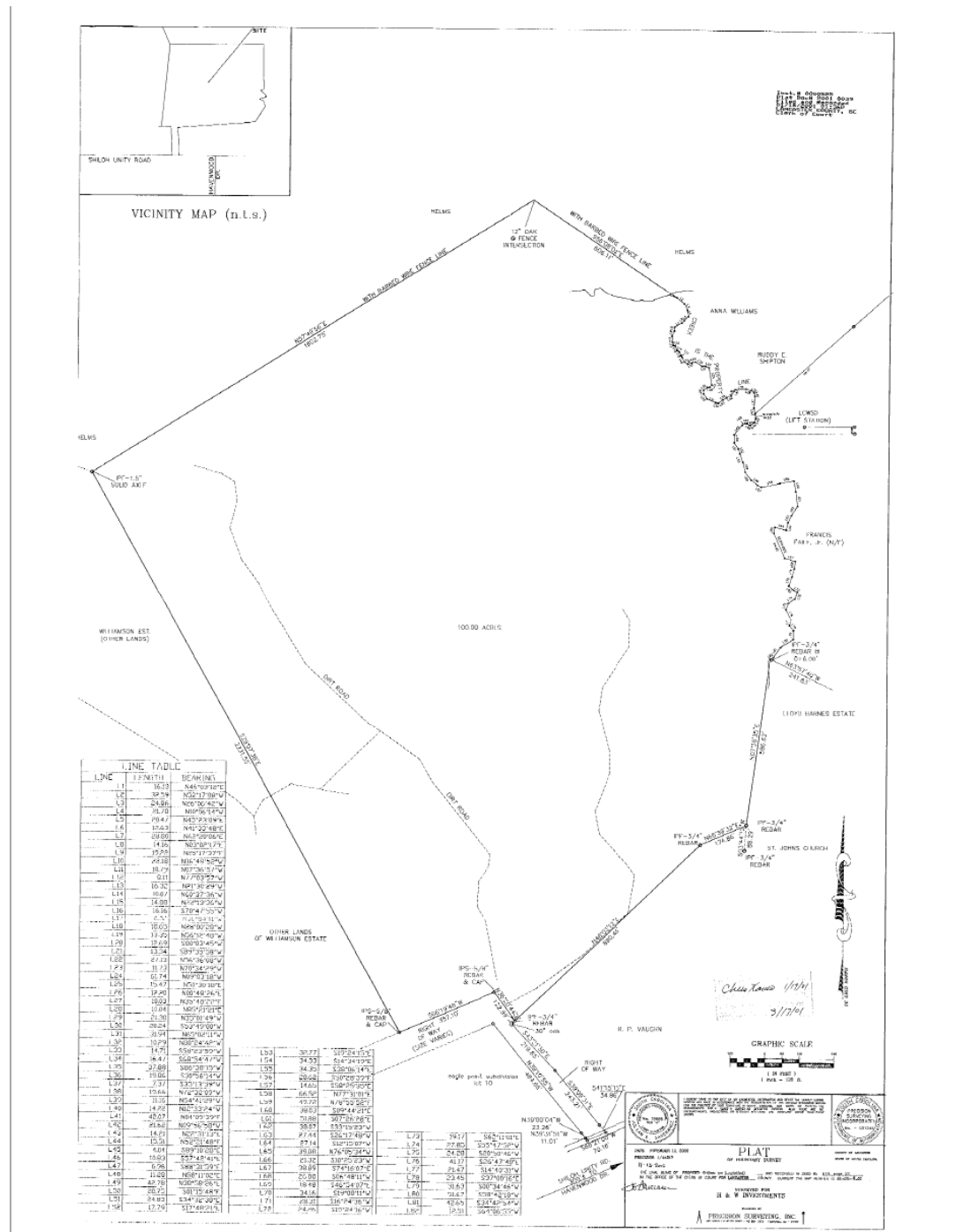
"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, fronting on the north side of West Shiloh Unity Road (Highway S-20-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on a plat of survey entitled "Boundary Survey for Ryan Pascal Vaughn and Emilee Bailey Vaughn" dated February 22, 2019 made by William Charles Hendley, Jr. Land Surveying and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2019 page 127, which plat is incorporated herein and by reference made a part hereof.

Being a portion of the property conveyed to Randall P. Vaughn and Pamela P. Vaughn by Deed of Dora Tucker Jones, et al. recorded December 19, 1995 in Deed Book P-13 Page 46, Office of the Register of Deeds for Lancaster County, South Carolina.

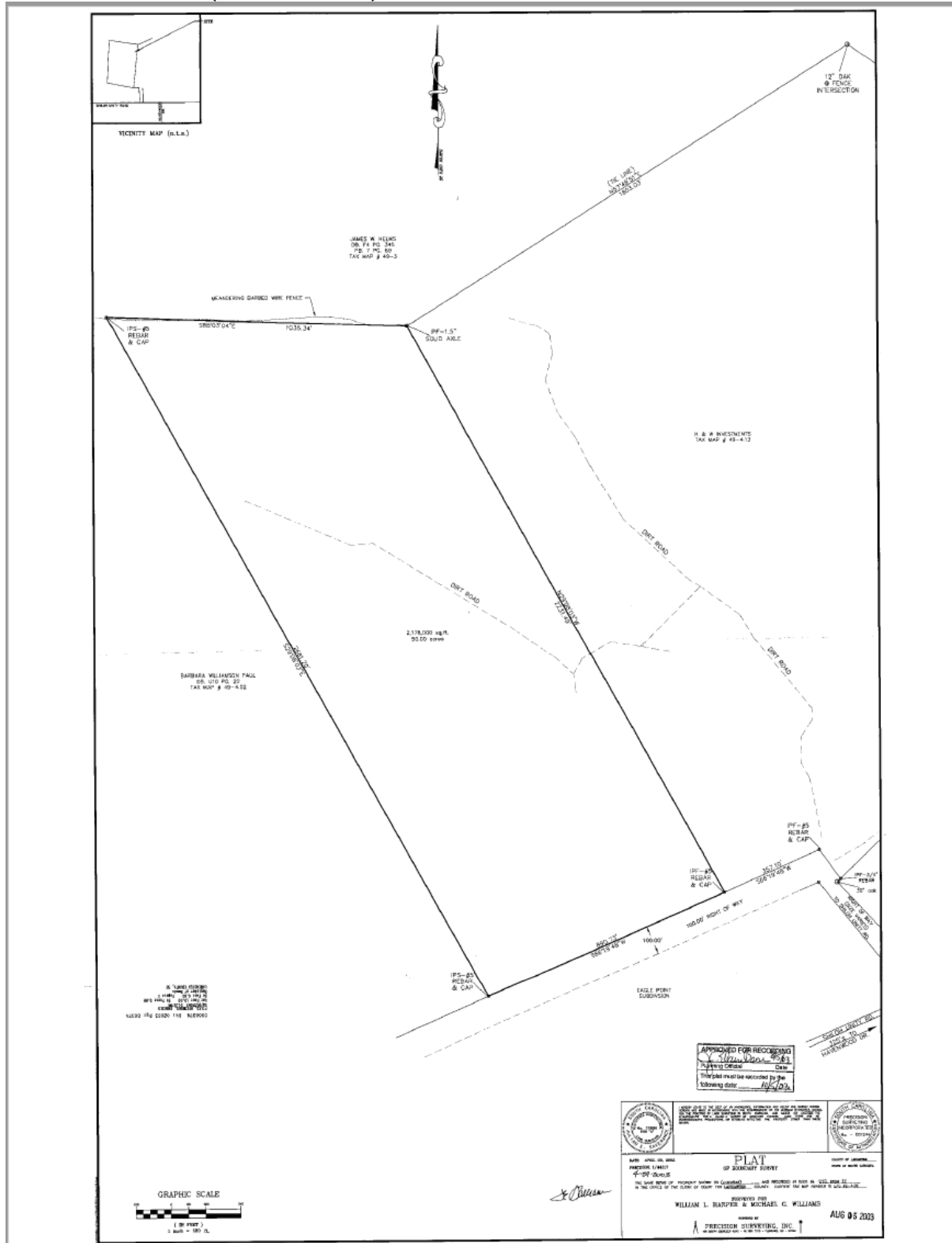
Exhibit A-2

Plat(s)

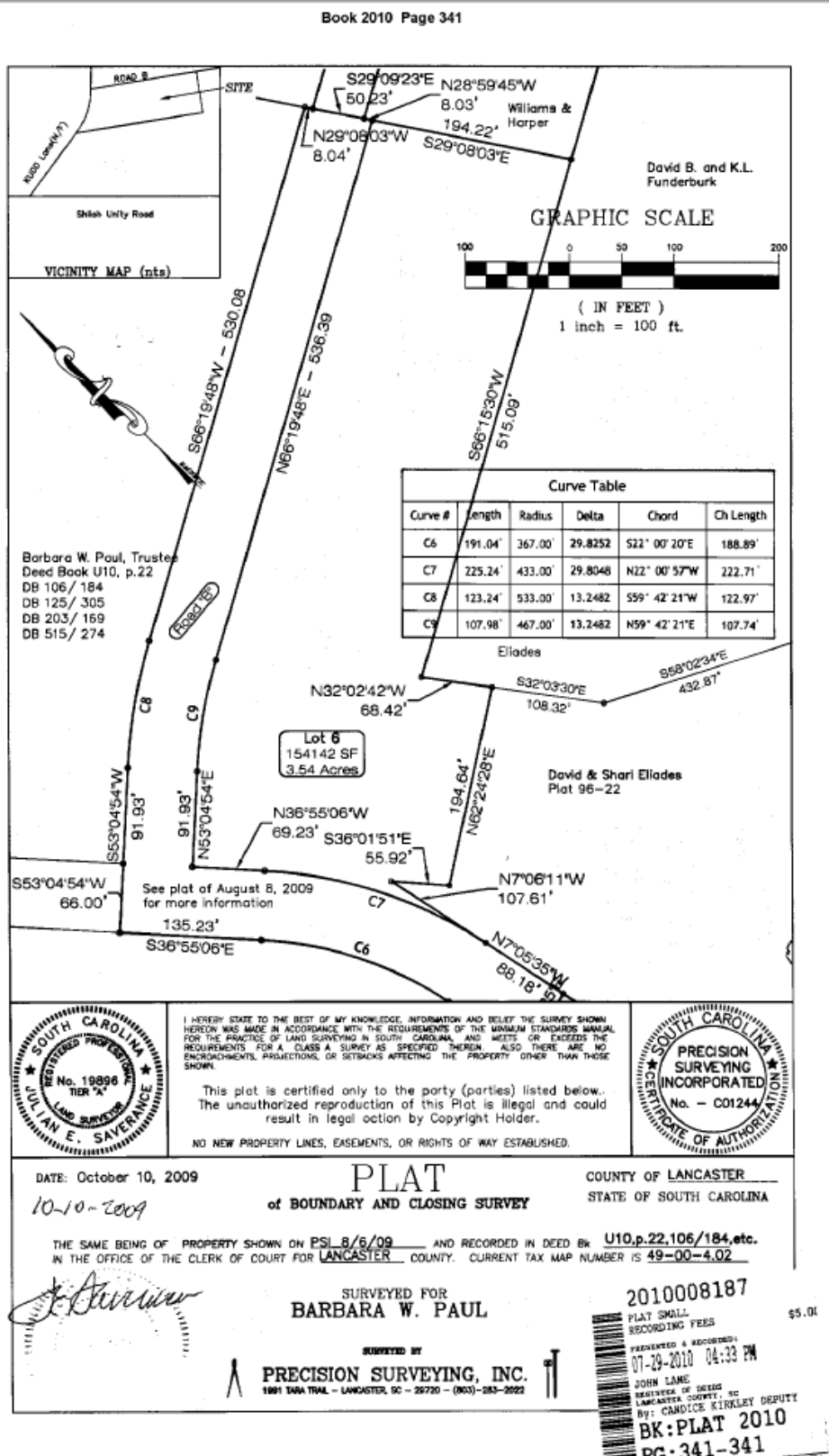
PARCEL 1 PLAT



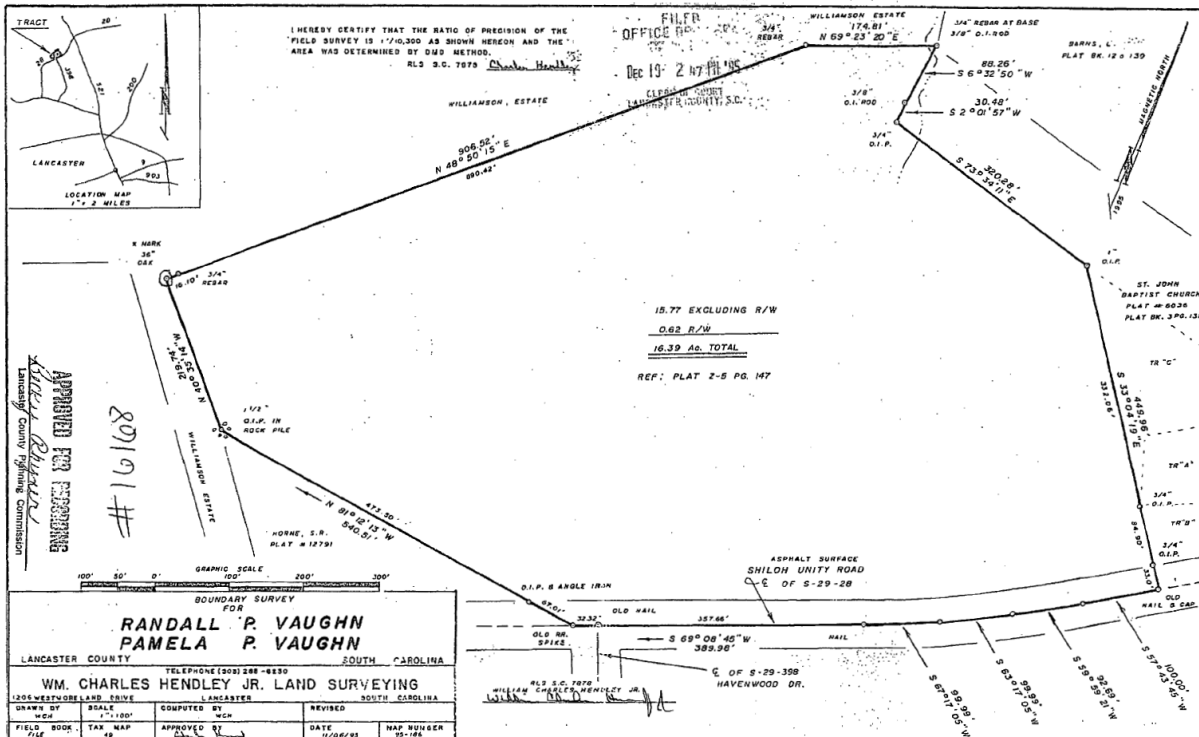
PARCEL 1 PLAT (CONTINUED)



PARCEL 2 PLAT



PARCEL 3 PLAT



PARCEL 4 PLAT

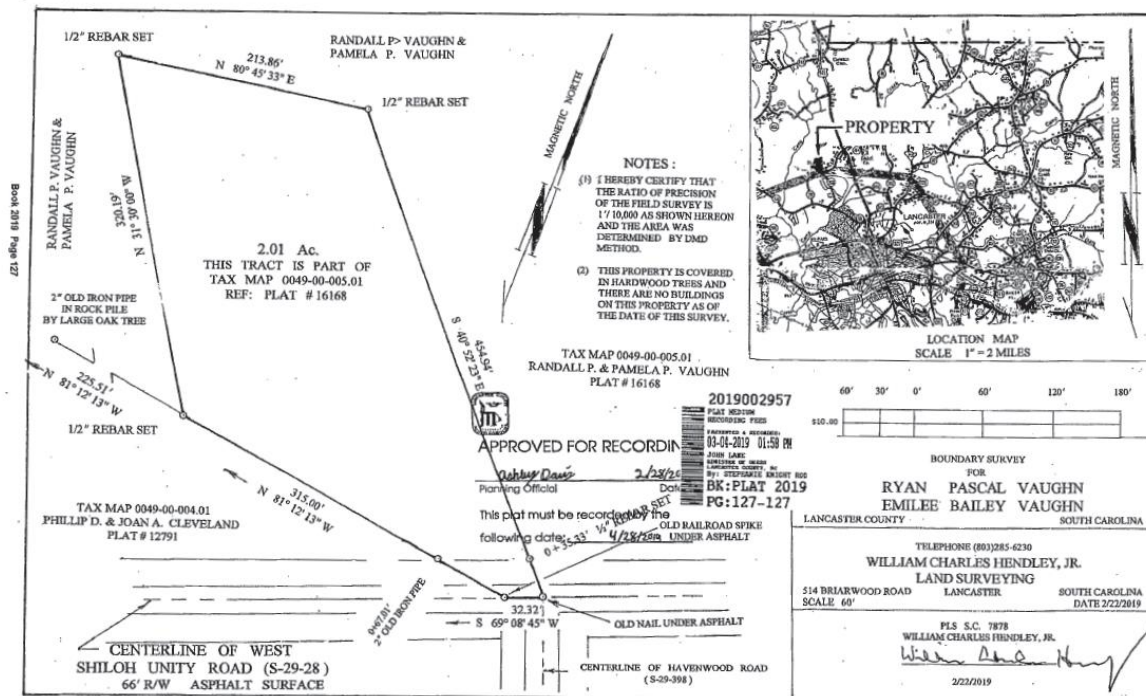


Exhibit B

Development Program

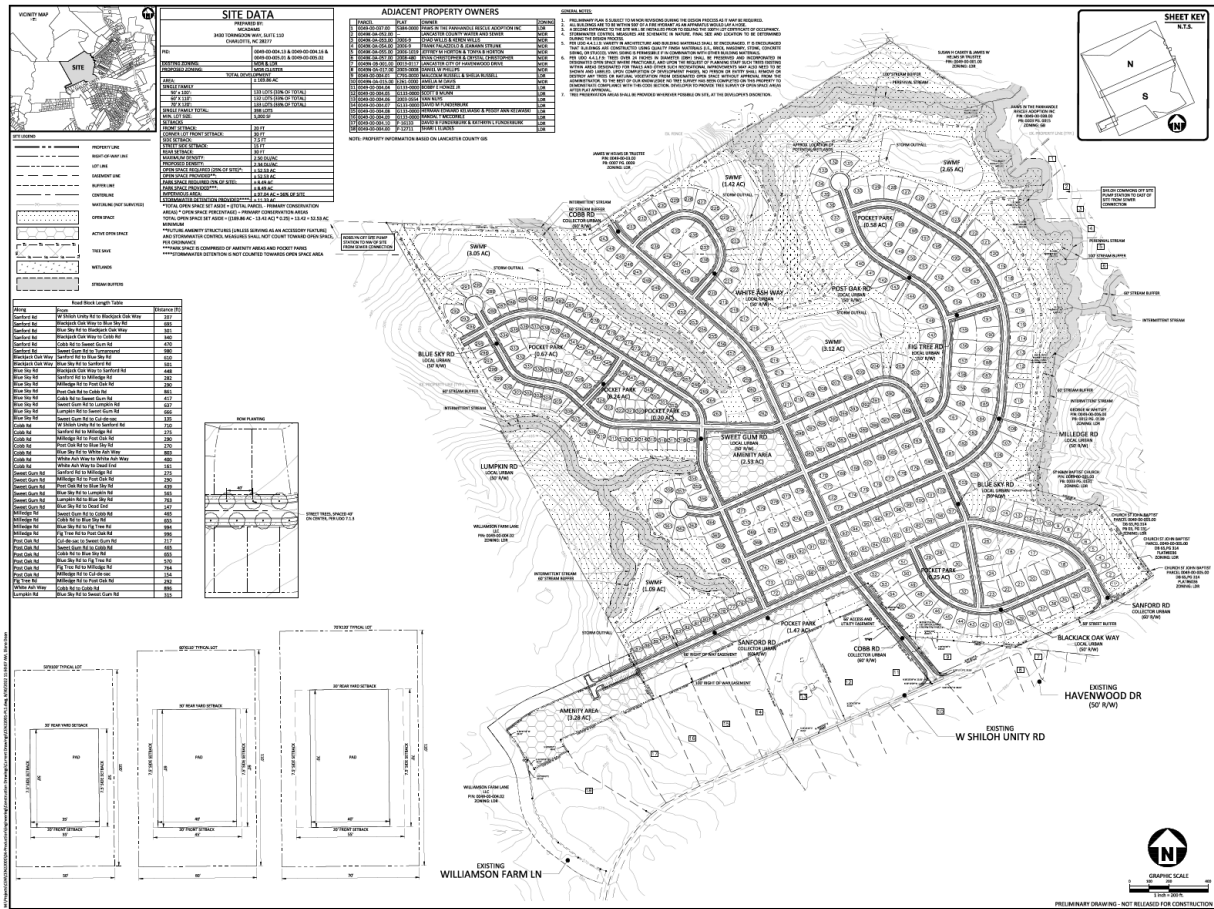
1. *Conceptual Site Plan*: The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements*: The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation*:
 - a. Offsite Improvements:
 - i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Ramey Kemp dated September 9, 2022.
 - ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have required offsite improvements at this time.
 - a. Construct an eastbound W Shiloh Unity Road left turn lane onto Highway 521 with 250 feet of storage and appropriate taper length.
 - b. U.S. 521 and University Drive/Old Charlotte Road - Developer to work with Lancaster County staff to develop a preliminary drawing of the recommended design for the intersection so it could be used by staff to determine the feasibility of the improvements.
 - b. Onsite Improvements:
 - i. South Carolina Department of Transportation and the County have accepted the TIA as submitted.
 - a. Construct Access A with one ingress and one egress lane (shared left-right lane).
 - b. Construct Access B with one ingress and one egress lane (shared left-right lane).
 - ii. *Internal Streets/ROW*: All internal streets shall be maintained by SCDOT. All streets shall be constructed in accordance with County standards and

inspected by the County throughout the development process.
Construction testing results and as-built surveys of all constructed roads shall also be required.

- iii. *Traffic Calming*: None required
- iv. *Walkway Connections*: None required.
- v. *Overflow Neighborhood Parking*: None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties (first phase Shiloh Commons Pump Station and all subsequent phases plus the first phase to Roselyn Pump Station once operational) and will install a gravity line on the Property to connect to serve the Property, which will be dedicated to the Lancaster County Water and Sewer District.
8. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.
 - a. *Minor Modifications*: “Minor Modifications” are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
 - b. *Moderate Modifications*: “Moderate Modifications” are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
 - c. *Major Modifications*: “Major Modifications” are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1
Conceptual Site Plan
[Attached]



McADAMS
The John R. McAdams Company, Inc.
3400 Tanglewood Way
Suite 110
Charlotte, NC 28277
phone 704.571.0800
fax 704.571.0800
license number: C-0293, C-187
www.mcadamsco.com

CLIENT
CENTURY COMMUNITIES
7401 CANAL EXECUTIVE PARK DRIVE
SUITE 300
CHARLOTTE, NORTH CAROLINA 28216

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY RD
LANCASTER, SOUTH CAROLINA 29720



REVISIONS

NO.	DATE	DESCRIPTION
1	07/01/2022	PRELIMINARY PLAT

PLAN INFORMATION
PROJECT NO. CEN-22001
FILE NAME CEN2001.PLT
CHECKED BY JRM
DRAWN BY DMD
SCALE 1"=200'
DATE 07/01/2022

SHEET
PRELIMINARY PLAT
SITE PLAN
PL-1

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	133 units
2	133 units
3	132 units
Total	398 units

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 398 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(Z) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) _____ and (ii) _____ are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

I a representation by the developer of the number of acres of highland contained in the property subject to the agreement. See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(Z) (H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements,*

conditions, terms or restrictions. See Section 3.04I) a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).

(J) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens. See Article IV.

(K) a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(L) a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.

(M) if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.

(N) a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.

(O) a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.

(P) a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.

(Q) a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest. See Section 5.02.

(R) a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a "major modification" means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement. See Section 5.02.

(S) a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council

if the developer is able to demonstrate and establish that there is good cause to modify those dates. See Sections 1.07 and 5.02.

(T) a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement. See Section 5.02

(U) a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.

(V) a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.

(W) a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.

(X) a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).

(Y) a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09, Section 3.05 and Section 5.14.

(Z) a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards. See Section 4.04.

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-1822 zoning properties subject to the Development Agreement to Cluster Subdivision Overly Medium Density Residential (CSO MDR) District attached hereto as Exhibit-1.
2. Ordinance No. 2022- 1832, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022- 1822

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022- 1832

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[The UDO, updated to the effective date of the Ordinance 2022- 1832, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

PROPOSAL:	Application by Century Communities to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 398-unit single-family development located on approximately 169.86 acres of land adjacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02). This application is associated with the companion Zoning Map Amendment: RZ-2022-0733 and Preliminary Plat: SD-2022-0733.
COUNCIL DISTRICT:	District 4, Larry Honeycutt

Century Communities has requested to develop 169.86 acres comprised of four parcels intending to develop under the Cluster Subdivision Overlay (*see Staff Report for SD-2022-0733*). This proposal is for a 398 unit single family development.

Unified Development Ordinance (UDO) Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that seek to develop under the Cluster Subdivision Overlay.

The applicant submitted the proposed Development Agreement enclosed with this memo. This Development Agreement has been revised to reflect changes which have occurred in the proposed concept plan. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). It is important to note that at the time of this report (10-11-2022) the TIA associated with this agreement has not been approved by the County's Traffic Engineering Consultant. Should we receive comments from the County's consultant prior to the meeting we will disburse that information to both the Planning Commission and the Applicant.

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The Development Agreement does not include any proposed impact fees, which will be discussed with County Council.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1836

Contact Person / Sponsor: John DuBose / County Attorney

Department: Attorney

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Studio Displays, Inc. (“Studio Displays”) has a stand-alone SSRC Agreement with Lancaster County covering real and personal property at their project site located at 9081 Northfield Drive, Indian Land, SC 29707. The SSRC was approved by Lancaster County Ordinance 2021-1713.

An affiliate of Studio Displays, T&T Capital, LLC (“T&T Capital”), made a significant investment at the project site when T&T Capital purchased the real property and placed it into service in March of 2021 (approximately \$5.6 million in investment). This \$5.6 million constitutes a large portion of the overall investment to be made at the project and is the same amount as the overall investment commitment under the SSRC Agreement.

It appears that there was a belief and intent by Studio Displays that T&T Capital would be a party to the SSRC as T&T Capital was making the real property purchase, which is a large portion of the overall investment required by the SSRC.

Studio Displays and T&T Capital share common ownership and are closely affiliated. T&T’s Capital’s investment in the real property is a major component of the overall project and T&T Capital is requesting that its investment be included under the SSRC Agreement rather than having the real property be subject to ordinary *ad valorem* taxation.

To accomplish that end, T&T Capital is proposing amendment of the SSRC Agreement to include T&T Capital as a party with retroactive effect to 2021. This would enable T&T Capital’s investment to be made under the SSRC Agreement as Studio Displays and T&T Capital intended and desire, and would greatly assist Studio Displays as they are trying to grow their business in the County.

Points to Consider:

Whether to Amend the SSRC Agreement with Studio Displays to retroactively include T&T Capital as a party to the SSRC Agreement and to allow T&T Capital's investment in the project real property to be applied to the investment amounts required by the SSRC Agreement.

Allowing T&T Capital's investment to be applied to the investment amounts required by the SSRC Agreement will allow the project to meet the investment requirements of the SSRC Agreement.

Funding and Liability Factors:

Inclusion of T&T Capital's real property investment in the SSRC Agreement will reduce the tax obligation and the tax revenue attributable to the real property. An amended tax notice will need to be issued to T&T Capital if the ordinance is approved and passed after third reading.

Applying the SSRC to T & T Capital and alleviating an ad valorem payment would reduce their payment to the County by approximately \$77,000.

Council Options:

County Council can approve or deny the request to amend the SSRC Agreement.

Recommendation:

The Department of Economic Development recommends that County Council approve the Ordinance amending the SSRC

Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1836	11/21/2022	Ordinance
Exhibit A to Ordinance 2022-1836	11/21/2022	Exhibit

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2022-1836
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THAT CERTAIN MARCH 22, 2021 SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND STUDIO DISPLAYS, INC. (THE “SSRC AGREEMENT”) TO ADD T&T CAPITAL, LLC AS A PARTY THERETO WITH RETROACTIVE EFFECT; TO EXTEND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS UNDER THE SSRC AGREEMENT TO INVESTMENT MADE BY T&T CAPITAL, LLC IN LANCASTER COUNTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”) is authorized and empowered to establish a multicounty park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “MCP Act”) against fee-in-lieu of tax payments made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, the County entered into that certain Special Source Revenue Credit Agreement by and between the County and Studio Displays, Inc. (the “Company”) and dated as of March 22, 2021 (the “Original Agreement”); and

WHEREAS, the County and the Company desire to amend the Original Agreement to add T&T Capital, LLC (“T&T”) as a party to the Original Agreement in accordance with the MCP Act as set forth more fully in that certain Amendment to Special Source Revenue Credit Agreement attached hereto as Exhibit A (the “Amendment”; the Original Agreement as amended and modified by the Amendment, the “SSRC Agreement”); and

WHEREAS, by virtue of the Amendment, T&T's investments at the Project (as defined in the SSRC Agreement) dating back to January 1, 2021, will be eligible for the FILOT Payments (as defined in the SSRC Agreement) and Special Source Revenue Credits (as defined in the SSRC Agreement) provided under the SSRC Agreement; and

WHEREAS, the Company and T&T intend to make additional investments at the Project (as defined in the SSRC Agreement) that will be eligible for the FILOT Payments (as defined in the SSRC Agreement) and Special Source Revenue Credits (as defined in the SSRC Agreement) provided under the SSRC Agreement; and

WHEREAS, in order to induce the Company and T&T to continue to make additional investment in the Project, the County has determined that it is in the best interest of the County to enter into the Amendment with the Company and T&T to clarify that: (a) T&T's investment in the Project (as defined in the SSRC Agreement) from January 1, 2021 through the end of the term of the SSRC Agreement shall be eligible for the FILOT Payments (as defined in the SSRC Agreement) and Special Source Revenue Credits (as defined in the SSRC Agreement) provided under the SSRC Agreement; (b) T&T shall be eligible for Special Source Revenue Credits (as defined in the SSRC Agreement) with respect to any investment made by T&T in the County on or after January 1, 2021; and (c) from and after the date of the Amendment authorized by this ordinance, the terms and provisions of the SSRC Agreement shall apply with equal force to T&T.

NOW, THEREFORE, be it ordained by the County Council:

Section 1. Approval of Amendment.

Subject to the provisions of Section 3 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company and T&T to expand their operations in the State, the Amendment is hereby authorized, ratified, and approved. Without limitation of the foregoing sentence, the County specifically authorizes, ratifies and approves the following amendments to the SSRC Agreement: (a) T&T's investment in the Project (as defined in the SSRC Agreement) from January 1, 2021 through the end of the term of the SSRC Agreement shall be eligible for the FILOT Payments (as defined in the SSRC Agreement) and Special Source Revenue Credits (as defined in the SSRC Agreement) provided under the SSRC Agreement; (b) T&T shall be eligible for Special Source Revenue Credits (as defined in the SSRC Agreement) with respect to any investment made by T&T in the County on or after January 1, 2021; and (c) from and after the date of the Amendment authorized by this ordinance, the terms and provisions of the SSRC Agreement shall apply with equal force to T&T.

Section 2. Findings.

The County Council makes the following findings:

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

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

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

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

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

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

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

Section 3. Approval and Execution of the Amendment.

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

Section 4. Authority to Act.

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

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.

AND IT IS SO ORDAINED, this __ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 14, 2022
Second Reading:	November 28, 2022
Public Hearing:	December 12, 2022
Third Reading:	December 12, 2022

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Exhibit A to Ordinance No. 2022- 1836

AMENDMENT TO SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Lancaster County, South Carolina, Studio Displays, Inc. and T&T Capital, LLC

See attached.

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AMENDMENT TO SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This AMENDMENT TO SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Amendment”) is dated effective as of [_____, 2022 (the “Effective Date”), by and among Studio Displays, Inc., a North Carolina Corporation (the “Company”), T&T Capital, LLC, a North Carolina limited liability company (“T&T”), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in that certain Special Source Revenue Credit Agreement by and between the County and the Company and dated as of March 22, 2021 (the “Original Agreement,” as amended and modified pursuant to this Amendment, the “SSRC Agreement”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the “County Council”) is authorized and empowered to establish a multicounty park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “MCP Act”) against fee-in-lieu of tax payments made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (i) infrastructure serving the project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, the County entered into the Original Agreement with the Company on March 22, 2021; and

WHEREAS, the County and the Company desire to amend the Original Agreement to: (a) add T&T as a party to the SSRC Agreement in accordance with the MCP Act as of the Effective Date; and (b) provide that investment made by T&T at the Project from and after January 1, 2021 shall be eligible for the benefits provided under the SSRC Agreement, including without limitation the FILOT Payments and Special Source Revenue Credits; and

WHEREAS, the Company and T&T intend to make additional investments at the Project that will be eligible for the FILOT Payments and Special Source Revenue Credits provided under the SSRC Agreement as modified by this Amendment; and

WHEREAS, in order to induce the Company and T&T to continue to make additional investment in the Project, the County has determined that it is in the best interests of the County to enter into this Amendment with the Company and T&T to clarify that: (a) T&T’s investment in the Project from January 1, 2021 through the end of the term of the SSRC Agreement shall be eligible for the FILOT Payments and Special Source Revenue Credits provided under the SSRC

Agreement; (b) T&T shall be eligible for Special Source Revenue Credits with respect to any investment made by T&T in the County on or after January 1, 2021; and (c) from and after the date of this Amendment, the terms and provisions of the SSRC Agreement shall apply with equal force to T&T.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$2.00 in hand, duly paid \$1.00 each by the Company and T&T to the County, the receipt and sufficiency of which are hereby acknowledged, the County, the Company and T&T agree as follows:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this Amendment as if the recitals were set out in this Amendment in their entirety.

Section 2. *Representations by the County.* The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the MCP Act to enter into this Agreement, (iii) it has approved the SSRC Agreement and the Amendment in accordance with the procedural requirements of the MCP Act and any other applicable state law, (iv) it has authorized and empowered its officials to execute and deliver the SSRC Agreement and the Amendment, (v) effective as of January 1, 2021, T&T's investment at the Project is eligible for the Special Source Revenue Credits and FILOT Payments provided under the SSRC Agreement, subject to the same terms and conditions applicable to the Company and (vi) the SSRC Agreement is in full force and effect with respect to both T&T and the Company as of the date of the Amendment, there are no defaults or claimed defaults in the performance of T&T or the Company's obligations under the SSRC Agreement, and no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default under the SSRC Agreement by the Company or T&T with respect to the Project.

Section 3. *Definitions.* Article I of the SSRC Agreement is hereby amended to add the following definitions:

“*Amendment*” means that certain Amendment to Special Source Revenue Credit Agreement dated effective as of [_____, 2022] by and among the County, Studio Displays and T&T Capital, LLC, a North Carolina limited liability company.

“*T&T*” means T&T Capital, LLC, a North Carolina limited liability company, and its successors and assigns.

Section 4. *Notices.* Section 6.06 of the SSRC Agreement is hereby amended and restated to read in its entirety as follows:

SECTION 6.06. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by email and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Lancaster County
Attn.: County Administrator
P.O. Box 1809
Lancaster, South Carolina 29721
Email: dmarrstall@lancastersc.net

with a copy to (which shall not constitute notice for purposes of this Agreement):

Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Email: bfulk@lancastersc.net

(b) As to Studio Displays:

Studio Displays, Inc.
10600 Southern Loop Boulevard
Pineville, NC 28134-7381
Email: lori.pope@studiodisplays.com

with a copy to (which shall not constitute notice for purposes of this Agreement):

Womble Bond Dickinson (US) LLP
Attention: Stephanie Yarbrough
5 Exchange Street
Charleston, South Carolina 29401
Phone: (843) 720-4621

(c) As to T&T:

T&T Capital, LLC
9081 Northfield Drive
Indian Land, South Carolina 29707
Email: lori.pope@studiodisplays.com

with a copy to (which shall not constitute notice for purposes of this Agreement):

Womble Bond Dickinson (US) LLP
Attention: Stephanie Yarbrough
5 Exchange Street
Charleston, South Carolina 29401
Phone: (843) 720-4621

Section 5. *Equal Force.* Except as otherwise modified by the provisions of this Amendment, the SSRC Agreement is hereby amended to provide that the same rights and

responsibilities of the Company under the SSRC Agreement shall apply to T&T as of the Effective Date, *mutatis mutandis*. Notwithstanding any other provision of this Amendment or the SSRC Agreement, T&T's investment at the Project from and after January 1, 2021 shall be eligible for the Special Source Revenue Credits and FILOT Payments provided under the SSRC Agreement.

Section 6. *Effect of Amendment.* Except as specifically modified by the provisions of this Amendment, the SSRC Agreement shall remain unchanged and in full force and effect.

Section 7. *Administration Expenses.* The Company agrees to reimburse the County's administration expenses, including reasonable attorney's fees, incurred in connection with this Amendment.

Section 7. *Multiple Counterparts.* This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 8. *Effective Date.* This Amendment is effective as of the Effective Date.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Amendment to be executed in its name and behalf by its respective appropriate officials and to be attested by the Clerk to Council; and the Company and T&T have caused this Amendment to be executed by their duly authorized officers, all as of the Effective Date.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

[SEAL]

ATTEST:

By: _____
Sherrie Simpson, Clerk to County Council

[Signatures continued on next page]

[Signature page to Amendment]

STUDIO DISPLAYS, INC.
a North Carolina corporation

By: _____
Name:
Title:

[Signature page to Amendment]

T&T CAPITAL, LLC
a North Carolina limited liability company

By: _____
Name:
Title:

[Signature page to Amendment]

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Whether to re-appoint James Barnett to the Planning Commission as the District 5 representative INSTEAD of the District 4 representative. Mr. Barnett currently serves on the Planning Commission as the District 4 representative; however, due to redistricting, he now lives in District 5, which does not have a current appointee to the Commission. This Commission requires appointees to reside in the District from which they are appointed. If approved as the District 5 representative, he would fill an unexpired term that would end on 06/30/2025.

Whether to re-appoint Phyllis Jarvis to the Library Board as the District 5 representative INSTEAD of the District 4 representative. Mrs. Jarvis currently serves on the Library Board as the District 4 representative; however, due to redistricting, she now lives in District 5, which does not have a current appointee to the Board. Even though residency in the district is not required for this Board, Chairman Steve Harper would like to appoint her as the District 5 representative. If approved as the District 5 representative, she would fill an unexpired term that would end on 06/30/2025.

Points to Consider:

James Barnett's and Phyllis Jarvis' applications are attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointments.

Recommendation:

Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Application from James Barnett for the Planning Commission	11/16/2022	Backup Material
Application from Phyllis Jarvis for the Library Board	11/16/2022	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name JAMES A. BARNETT County Council District 5

Mailing Address _____ City/Zip LANCASTER 29720

Street Address _____ Registered Voter yes ☒ no ☐

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

Email: barnettjatti@COMPORIUM.NET

Occupation RETIRED Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice PLANNING 2nd choice _____

3rd choice _____

Reason for interest

NOW SERVING AS DIST 4 WISH TO CONTINUE

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)

WORKED IN CONSTRUCTION + DEVELOPMENT ALL MY LIFE
HAVE SERVED ON SEVERAL BOARDS INCLUDING NATIONAL + INT.

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

Have you ever served on a county board? YES If yes, list PLANNING + COMMUNITY RELATIONS

Additional pertinent information

Applicant's signature James A. Barnett Date Nov 9, 2022
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Phyllis Jarvis County Council District 5

Mailing Address _____ City/Zip Lancaster 29720

Street Address _____ Registered Voter yes ___ no ___

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

Email: jarvispa@compurium.net

Occupation Retired Place of employment _____

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

Name of Board or Commission in which you are interested

1st choice Library Board 2nd choice _____

3rd choice _____

Reason for interest

Request from Steve Harper

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)

prior time on Library Board gives me additional beneficial knowledge. Master's plus 30 hours above. I have been involved in the renovation of all three county libraries; therefore, I am most interested in how the libraries serve our
Do you presently serve any State, County or Municipal Boards? ☒ If yes, list Library Board

Have you ever served on a county board? Yes If yes, list Library Board

Additional pertinent information

Applicant's signature Phyllis Jarvis Date 11/16/2022
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Whether to appoint Terri Lee to the Health and Wellness Commission as the District 3 representative. If appointed, she would be replacing Melissa Belk, who has resigned, and she would fill her unexpired term that would end on 06/30/2023. We would also ask that Council appoint Ms. Lee to fill her first four year term that would begin on 7/1/2023 and end on 06/30/2027.

Points to Consider:

Terri Lee's application is attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointment.

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Terri Lee for the Health and Wellness Commission	11/22/2022	Backup Material

**LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE**

Name Terri Lee County Council District 3

Mailing Address _____ City/Zip Lancaster SC

Street Address _____ Registered Voter yes ☒ no ☐

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

Email: _____

Occupation Prevention Coordinator Place of employment Counseling Services of Lancaster

Address 114 S. Main St Lancaster SC. 29720 Normal working hours 8:30 - 5:00
(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 2nd choice _____

3rd choice _____

Reason for interest

To make a difference in the lives of the residents of Lancaster South Carolina

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)

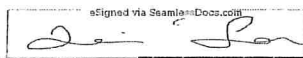
Taught life skills to middle school students for 15 years at Buford Middle School. This included comprehensive health education, self esteem building, healthy lifestyles etc.

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

I work for Counseling Services of Lancaster and am involved in environmental education and awareness so I feel I would be a good addition to this group!

Applicant's signature  Date 11/2/2022

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

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

The 2023 Calendar meeting schedules for Council and Committee meetings, Board and Commission meetings and Advisory Board meetings are attached for review and then for adoption. ***One change to the calendar has been made since it was reviewed at the Committee of the Whole meeting. The January Board of Zoning Appeals meeting was moved from the 3rd to the 10th, since the 3rd date would have been in conflict with the County Council Organizational meeting on that same date.***

The 2023 Calendar has been reviewed by the Boards, Commissions and Advisory Boards. Please notify the Clerk to Council of any changes that need to be made to the meeting schedule.

Points to Consider:

The 2023 Calendars are attached for review and consideration and include the following:

- Regular County Council Meeting dates
- Committee of the Whole meeting dates
- Budget workshop meeting dates
- Annual planning retreat meeting date

Plus the official County Holiday dates, and each Board and Committee/Commission meeting dates..

We will still need to add a couple of dates for Strategic Plan discussions, but that will be added, once the Strategic Plan consultants have been selected.

Please note that these calendars will be posted in the newspaper.

Funding and Liability Factors:

The calendars and holiday schedule will be posted in the local newspaper and the costs for advertising have already been budgeted.

Council Options:

Adopt or amend the calendars and holiday schedule.

Recommendation:

Adopt the calendars and the Holiday Schedule for the County. A motion to adopt the calendars and holiday schedule will be needed if approved by Council.

ATTACHMENTS:

Description	Upload Date	Type
Final 2023 Meeting and Holiday Schedule for Lancaster County Council and for Lancaster County Boards and Commissions	11/22/2022	Backup Material

Final 2023 Meeting and Holiday Schedule for Lancaster County Advisory Boards	11/21/2022	Backup Material
Final 2023 Lancaster County Holiday Observance Schedule	11/21/2022	Backup Material

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting.

County Council meets the second and fourth Monday in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m. ***Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.**

January	* Tuesday	January 3, 2023	June	Monday	June 12, 2023
	Monday	January 9, 2023		Monday	June 26, 2023
	Monday	January 23, 2023	July	Monday	July 17, 2023
	Tuesday - Retreat	January 31, 2023		*changed to the 3rd Monday of the month*	
February	Monday	February 13, 2023	August	Monday	August 14, 2023
	Monday	February 27, 2023		Monday	August 28, 2023
March	Monday	March 13, 2023	September	Monday	September 11, 2023
	Monday	March 27, 2023		Monday	September 25, 2023
April	** Tuesday	April 11, 2023	October	Monday	October 9, 2023
	Monday	April 24, 2023		Monday	October 23, 2023
May	Monday	May 8, 2023	November	Monday	November 13, 2023
	Monday	May 22, 2023		Monday	November 27, 2023
			December	Monday	December 11, 2023
				Monday	December 25, 2023
					MEETING CANCELLED
					(Christmas Holiday)

* Organizational Meeting

** Due to Easter Monday - Holiday

***Strategic Plan dates to be determined

The Committee of the Whole meets on the Wednesday following the 1st Council Meeting of the month in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 4:00 p.m., and at other times as called by the Chair.

January	Wednesday	January 11, 2023	July	Wednesday	July 19, 2023
February	Wednesday	February 15, 2023	August	Wednesday	August 16, 2023
March	Wednesday	March 15, 2023	September	Wednesday	September 13, 2023
			October	Wednesday	October 11, 2023
May	Wednesday	May 10, 2023	November	Wednesday	November 15, 2023
June	Wednesday	June 14, 2023	December	Wednesday	December 13, 2023

County Council Budget Workshop meets in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 1:00 p.m.

March	Wednesday	March 29, 2023 – Department Presentations
April	Wednesday	April 12, 2023 – Department Presentations
	Wednesday	April 19, 2023
May	Wednesday	May 3, 2023 – Administrator’s Budget Presentation

Lancaster County Intergovernmental Agencies meet quarterly in February, May, August, and November in the Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at Noon.

February	Friday	February 3, 2023	August	Friday	August 11, 2023
May	Friday	May 5, 2023	November	Friday	November 3, 2023

The Lancaster County Community Relations Commission meets the third Thursday at the Lancaster – Main Library, 313 S. White Street, Lancaster, South Carolina at 6:00 p.m.

January	Thursday	January 19, 2023	July	Thursday	July 20, 2023
February	Thursday	February 16, 2023	August	Thursday	August 17, 2023
March	Thursday	March 16, 2023	September	Thursday	September 21, 2023
April	Thursday	April 20, 2023	October	Thursday	October 19, 2023
May	Thursday	May 18, 2023	November	Thursday	November 16, 2023
June	Thursday	June 15, 2023	December	Thursday	December 21, 2023

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 p.m.

January	Thursday	January 5, 2023	July	Thursday	June 29, 2023
February	Thursday	February 2, 2023	August	Thursday	August 3, 2023
March	Thursday	March 2, 2023	September	Thursday	September 7, 2023
April	Thursday	April 6, 2023	October	Thursday	October 5, 2023
May	Thursday	May 4, 2023	November	Thursday	November 2, 2023
June	Thursday	June 1, 2023	December	Thursday	December 7, 2023

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, via Zoom, at 11:45 a.m. The Zoom link to the meeting will always be at the top of the agenda, which is on the website: mylancastersc.org

February	Wednesday	February 8, 2023	August	Wednesday	August 9, 2023
April	Wednesday	April 12, 2023	October	Wednesday	October 11, 2023
June	Wednesday	June 14, 2023	December	Wednesday	December 13, 2023

The Lancaster County Historical Commission meets the second Tuesday – EVERY OTHER MONTH at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times at the call of the chair.

January	Tuesday	January 10, 2023	July	Tuesday	July 11, 2023
March	Tuesday	March 14, 2023	September	Tuesday	September 12, 2023
May	Tuesday	May 9, 2023	November	Tuesday	November 14, 2023

The Indian Land Fire Protection District Commission meets the third Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 p.m.

January	Wednesday	January 18, 2023	July	Wednesday	July 19, 2023
February	Wednesday	February 15, 2023	August	Wednesday	August 16, 2023
March	Wednesday	March 15, 2023	September	Wednesday	September 20, 2023
April	Wednesday	April 19, 2023	October	Wednesday	October 18, 2023
May	Wednesday	May 17, 2023	November	Wednesday	November 15, 2023
June	Wednesday	June 21, 2023	December	Wednesday	December 20, 2023

The Lancaster County Library Board meets the fourth Tuesday – EVERY OTHER MONTH at 6:30 p.m. The location of the meetings can be held at the Del Webb Library, the Kershaw Library, or the Lancaster Library. The location is listed beside each date below and will be on the agenda of each meeting.

January	Tuesday	January 24, 2023 – Main	July	Tuesday	July 25, 2023 – Del Webb
March	Tuesday	March 28, 2023 – Main	September	Tuesday	September 26, 2023 – Main
May	Tuesday	May 23, 2023 – Kershaw	November	Tuesday	November 28, 2023 – Main

The Lancaster Planning Commission meets in the County Administration Building Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:00 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 5, 2023
	Regular Meeting	Tuesday	January 17, 2023
February	Work Session	Thursday	February 2, 2023
	Regular Meeting	Tuesday	February 21, 2023
March	Work Session	Thursday	March 2, 2023
	Regular Meeting	Tuesday	March 21, 2023
April	Work Session	Thursday	April 6, 2023
	Regular Meeting	Tuesday	April 18, 2023
May	Work Session	Thursday	May 4, 2023
	Regular Meeting	Tuesday	May 16, 2023
June	Work Session	Thursday	June 1, 2023
	Regular Meeting	Tuesday	June 20, 2023
July	Work Session	Thursday	July 6, 2023
	Regular Meeting	Tuesday	July 18, 2023
August	Work Session	Thursday	August 3, 2023
	Regular Meeting	Tuesday	August 15, 2023
September	Work Session	Thursday	September 7, 2023
	Regular Meeting	Tuesday	September 19, 2023
October	Work Session	Thursday	October 5, 2023
	Regular Meeting	Tuesday	October 17, 2023
November	Work Session	Thursday	November 2, 2023
	Regular Meeting	Tuesday	November 21, 2023
December	Work Session	Thursday	December 7, 2023
	Regular Meeting	Thursday	December 19, 2023

The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 p.m.

January	Tuesday	January 17, 2023	July	Tuesday	July 18, 2023
February	Tuesday	February 21, 2023	August	Tuesday	August 15, 2023
March	Tuesday	March 21, 2023	September	Tuesday	September 19, 2023
April	Tuesday	April 18, 2023	October	Tuesday	October 17, 2023
May	Tuesday	May 16, 2023	November	Tuesday	November 21, 2023
June	Tuesday	June 20, 2023	December	Tuesday	December 19, 2023

The Van Wyck Fire Protection District Fee Board meets on the second Thursday at the Van Wyck Fire Station, 4455 Old Hickory Road, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 12, 2023	July	Tuesday	July 13, 2023
February	Thursday	February 9, 2023	August	Tuesday	August 10, 2023
March	Thursday	March 9, 2023	September	Tuesday	September 14, 2023
April	Thursday	April 13, 2023	October	Tuesday	October 12, 2023
May	Thursday	May 11, 2023	November	Tuesday	November 9, 2023
June	Thursday	June 8, 2023	December	Tuesday	December 14, 2023

The Lancaster County Board of Zoning Appeals meets on the first Tuesday (exceptions July and November) in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m.

January	Tuesday	January 10, 2023	July	Tuesday	July 11, 2023
February	Tuesday	February 7, 2023	August	Tuesday	August 1, 2023
March	Tuesday	March 7, 2023	September	Tuesday	September 5, 2023
April	Tuesday	April 4, 2023	October	Tuesday	October 3, 2023
May	Tuesday	May 2, 2023	November	Tuesday	November 14, 2023
June	Tuesday	June 6, 2023	December	Tuesday	December 5, 2023

The following Boards or Commissions meet at the call of the Chair:

Lancaster County Board of Assessment Appeals
Lancaster County Construction Board of Appeals
Lancaster County Fire Code Appeals Board
Lancaster County Transportation Commission
Keep Lancaster County Beautiful Committee

HOLIDAY OBSERVANCES FOR THE YEAR 2023

Holiday	Date Observed
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Easter Monday	Monday, April 10, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving Day Day After Thanksgiving	Thursday, November 23, 2023 and Friday, November 24, 2023
Christmas Holiday	Friday, December 22, 2023 Monday, December 25, 2023 Tuesday, December 26, 2023
New Year's Day	Monday, January 1, 2024

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

The Lancaster Recreation Advisory Board meets on the second Tuesday at the Barnett Building, 1228 Colonial Commons, Lancaster, South Carolina at 6:00 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 10, 2023	July	NO MEETING SCHEDULED	
February	Tuesday	February 14, 2023	August	Tuesday	August 8, 2023
March	Tuesday	March 14, 2023	September	Tuesday	September 12, 2023
April	Tuesday	April 11, 2023	October	Tuesday	October 10, 2023
May	Tuesday	May 9, 2023	November	Tuesday	November 14, 2023
June	Tuesday	June 13, 2023	December	Tuesday	December 12, 2023

The Lancaster Stormwater Advisory Council meets quarterly at the Del Webb Library, 7641 Charlotte Hwy., Indian Land, South Carolina at 2:30 pm. Special meetings are held at the call of the chair.

February	Thursday	February 2, 2023
May	Thursday	May 4, 2023
August	Thursday	August 3, 2023
November	Thursday	November 2, 2023

The following Advisory Boards meet at the call of the Chair:

Lancaster County Animal Shelter Advisory Board
Lancaster County Accommodation Tax Advisory Committee
Lancaster County Airport Advisory Committee
Lancaster County Economic Development Advisory Board
Lancaster County Trail Advisory Committee

HOLIDAY OBSERVANCES FOR THE YEAR 2022

Holiday	Date Observed
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Easter Monday	Monday, April 10, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving Day Day After Thanksgiving	Thursday, November 23, 2023 and Friday, November 24, 2023
Christmas Holiday	Friday, December 22, 2023 Monday, December 25, 2023 Tuesday, December 26, 2023
New Year's Day	Monday, January 1, 2024

HOLIDAY OBSERVANCES FOR THE YEAR 2023

Holiday	Date Observed
New Year's Day	Monday, January 2, 2023
Martin Luther King Day	Monday, January 16, 2023
Easter Monday	Monday, April 10, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Friday, November 10, 2023
Thanksgiving Day Day After Thanksgiving	Thursday, November 23, 2023 and Friday, November 24, 2023
Christmas Holiday	Friday, December 22, 2023 Monday, December 25, 2023 Tuesday, December 26, 2023
New Year's Day	Monday, January 1, 2024

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration & Rox Burhans / Development Services

Department: Planning

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Discuss Council initiation of a Unified Development Ordinance (UDO) Text Amendment to amend UDO Section 6.4.C.1 and related sections that limit the number of lots accessing a closed end road to 20-lots.

This discussion item was requested by the Board of Zoning Appeals that recently denied a variance to this code section on Green Pond Road.

Points to Consider:

Whether or not the County should amend the UDO to modify the standards applicable to closed end roads.

Funding and Liability Factors:

N/A

Council Options:

Discussion only

Recommendation:

Discussion only

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Brian Carnes / Councilmember, District 7

Department: Administration

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Councilmember Carnes will provide the preliminary widening study for the Highway 521 Corridor that was presented to the RFATS Board on Friday, November 18, 2022.

Points to Consider:

Funding and Liability Factors:

Council Options:

Recommendation:

For information and discussion.

ATTACHMENTS:

Description	Upload Date	Type
Power Point Presentation for the RFATS US 521 Corridor Evaluation	11/23/2022	Presentation

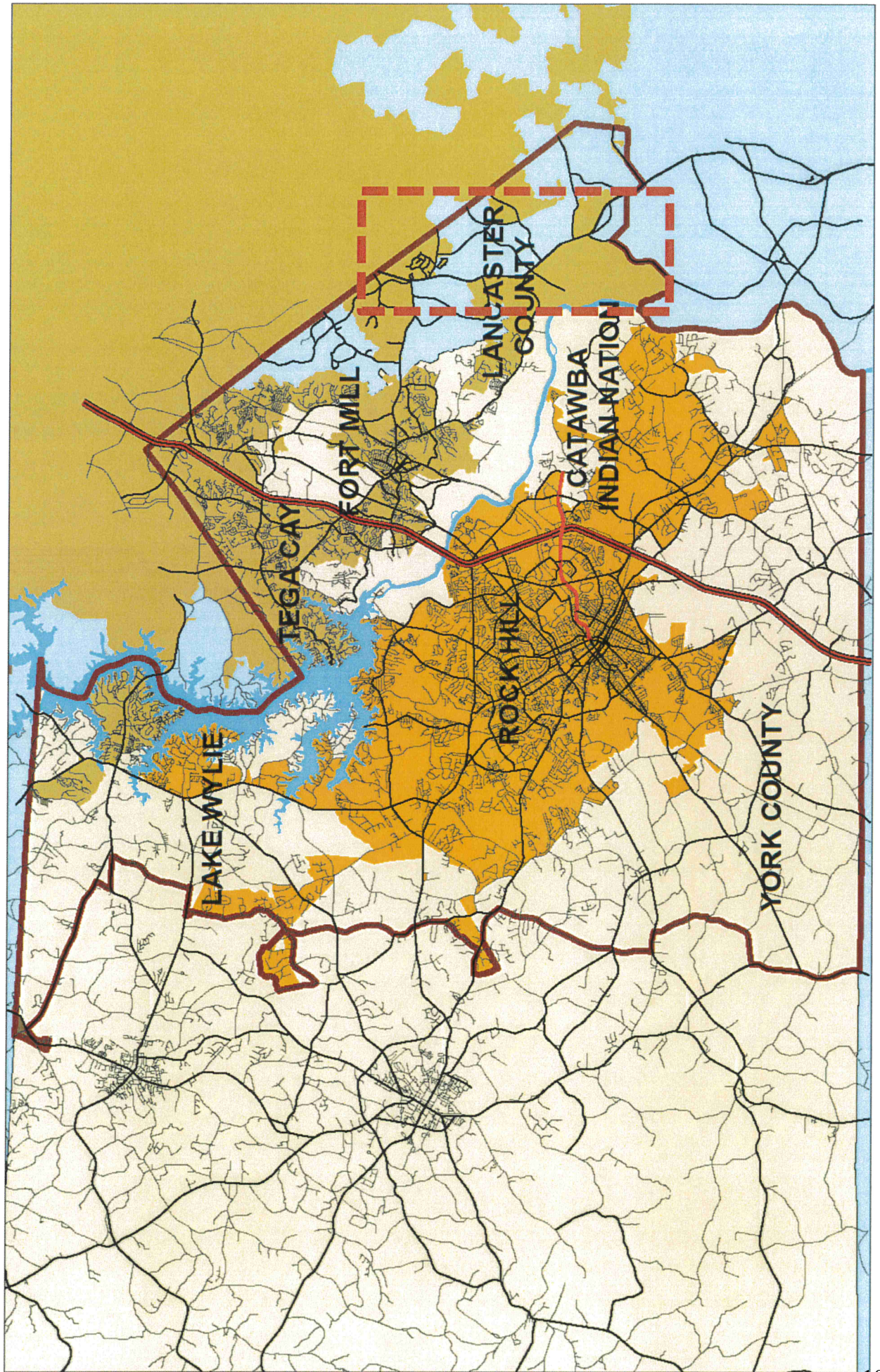
ROCK HILL – FORT MILL AREA TRANSPORTATION STUDY (RFATS)

US 521 CORRIDOR EVALUATION
NOVEMBER 18, 2022

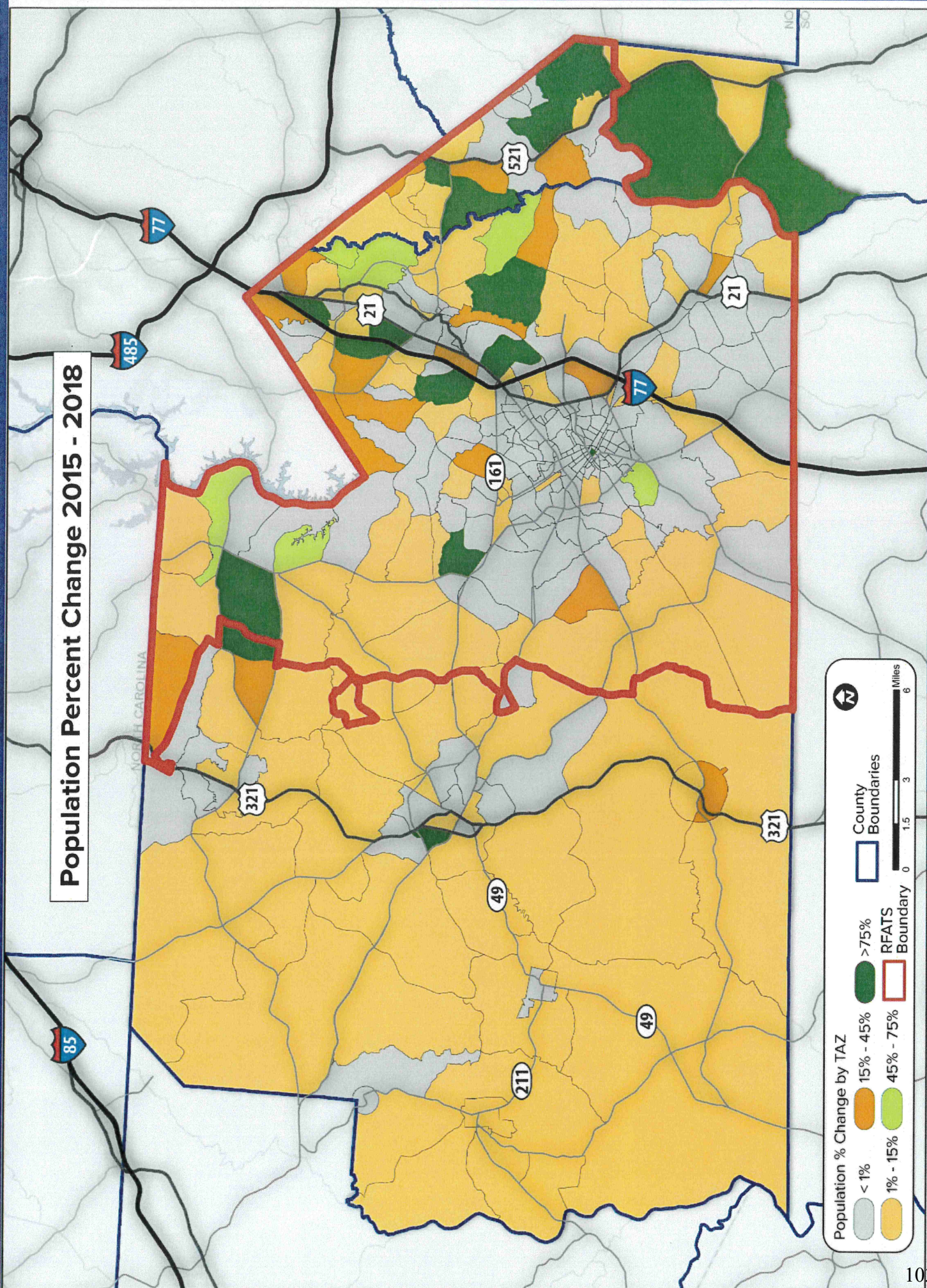
AGENDA

- US 521 Corridor Overview
- Operating Conditions
 - Congestion Management
 - Safety
 - Reliability
- Project Alternatives
- Coordination with Comp Plan Update

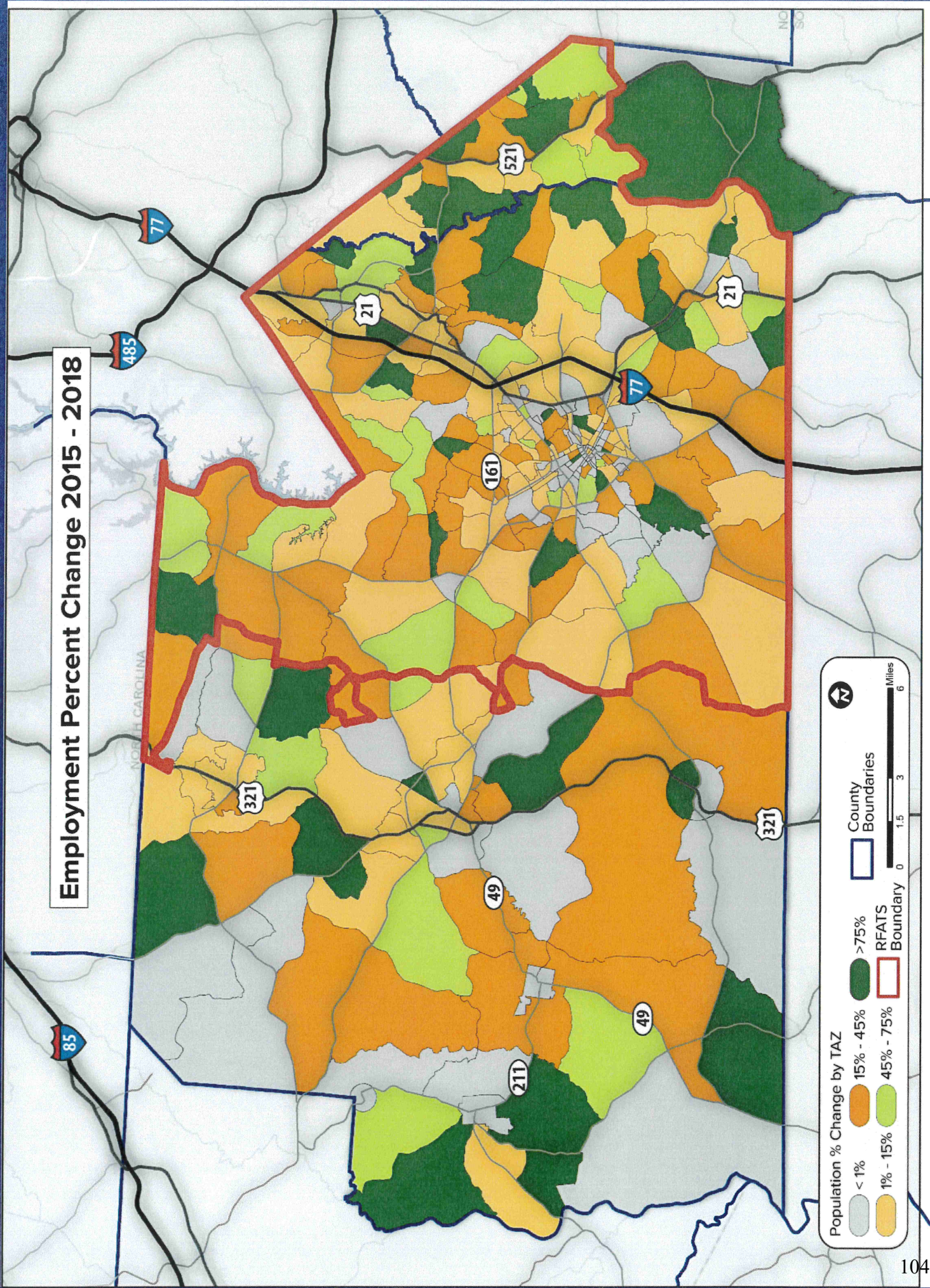
RFATS STUDY AREA



Population Percent Change 2015 - 2018



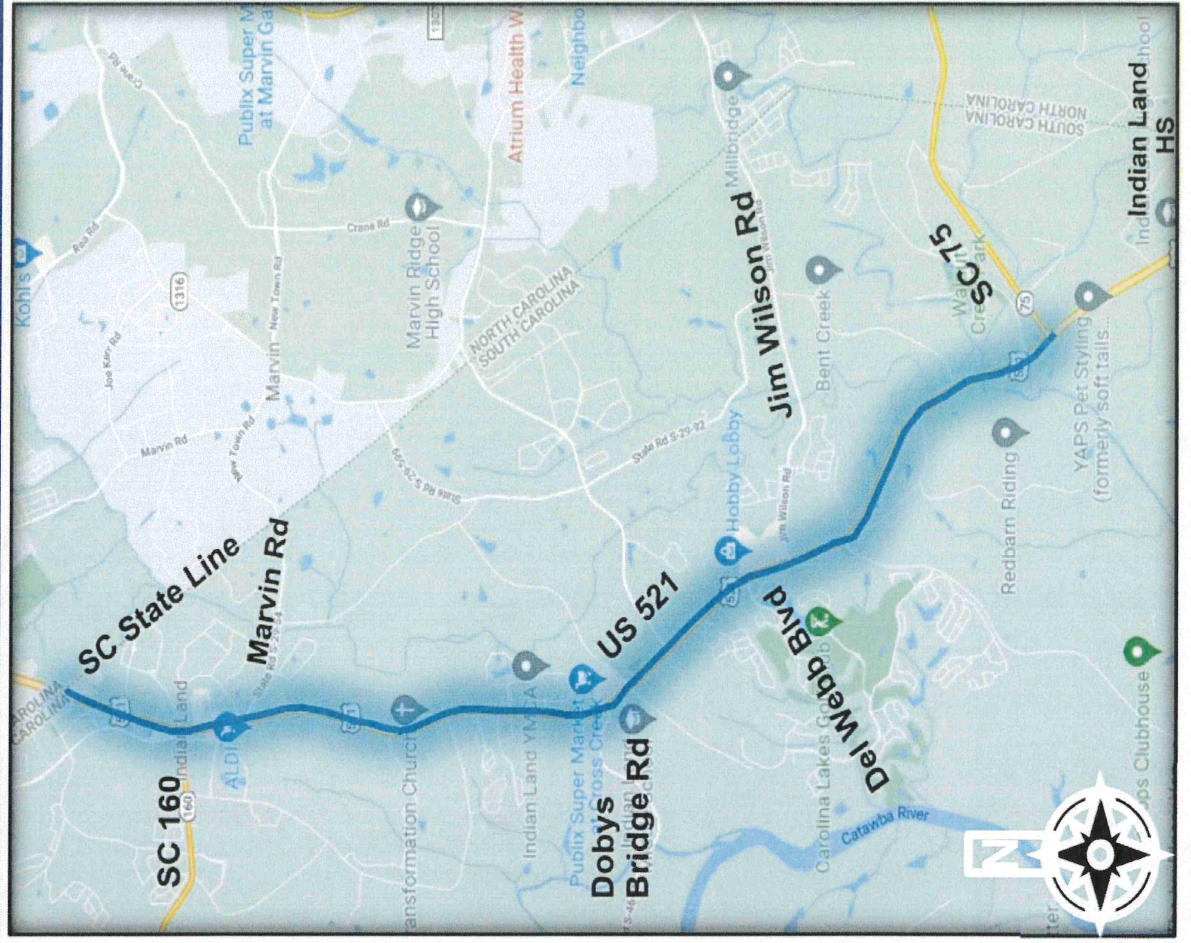
Employment Percent Change 2015 - 2018



US 521 Corridor Study

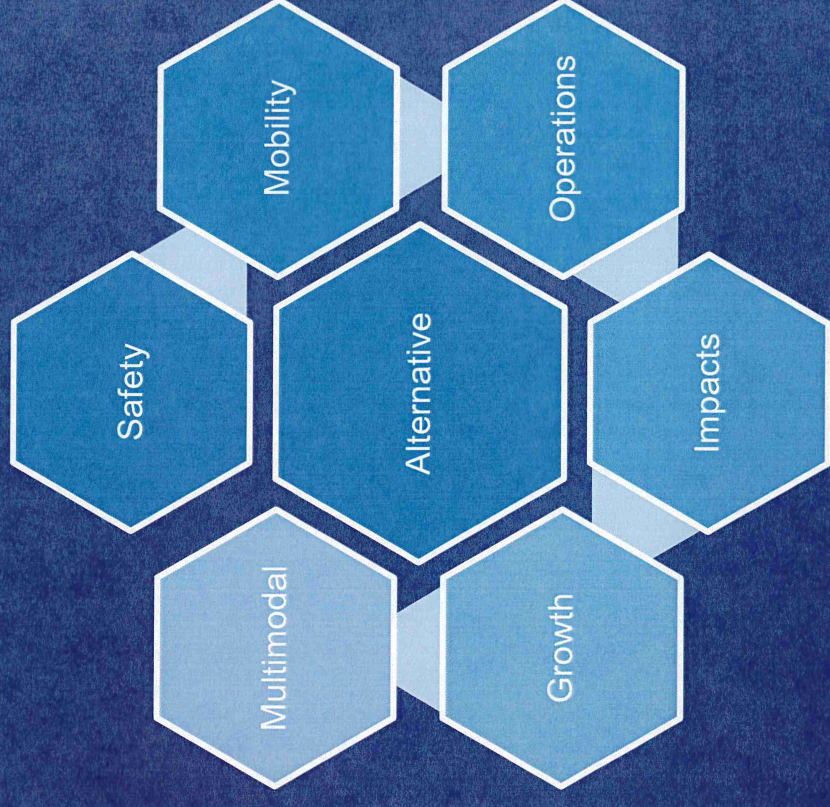
Location: US 521 from the South Carolina state line to the intersection of SC 75 (Waxhaw Highway), ~8.5 miles.

Purpose: To identify alternatives for US 521 that improve safety, mobility, and operations; are feasible considering right-of-way constraints; and are capable of handling anticipated future growth along the corridor.



Evaluation Criteria

- Improve safety
- Balance local access with regional mobility
- Improve operations
- Minimize impacts
- Accommodate future growth
- Accommodate multimodal access
- Impact to parallel/side streets

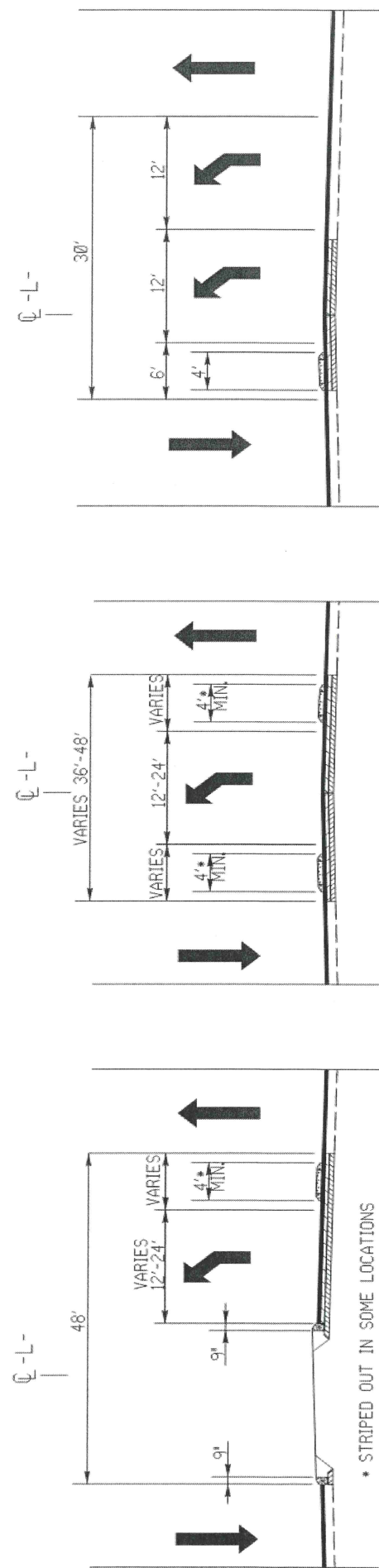
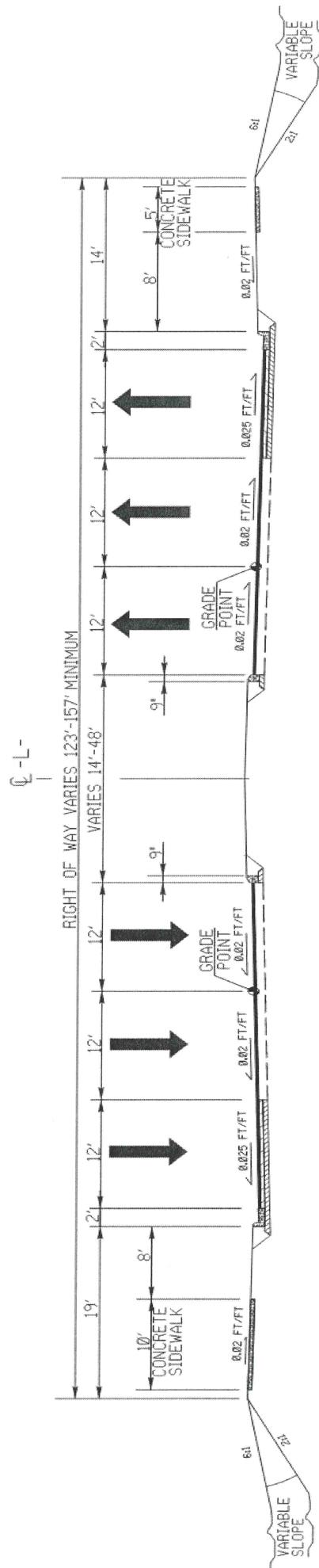


US 521 CORRIDOR STUDY

■ Capacity Alternatives

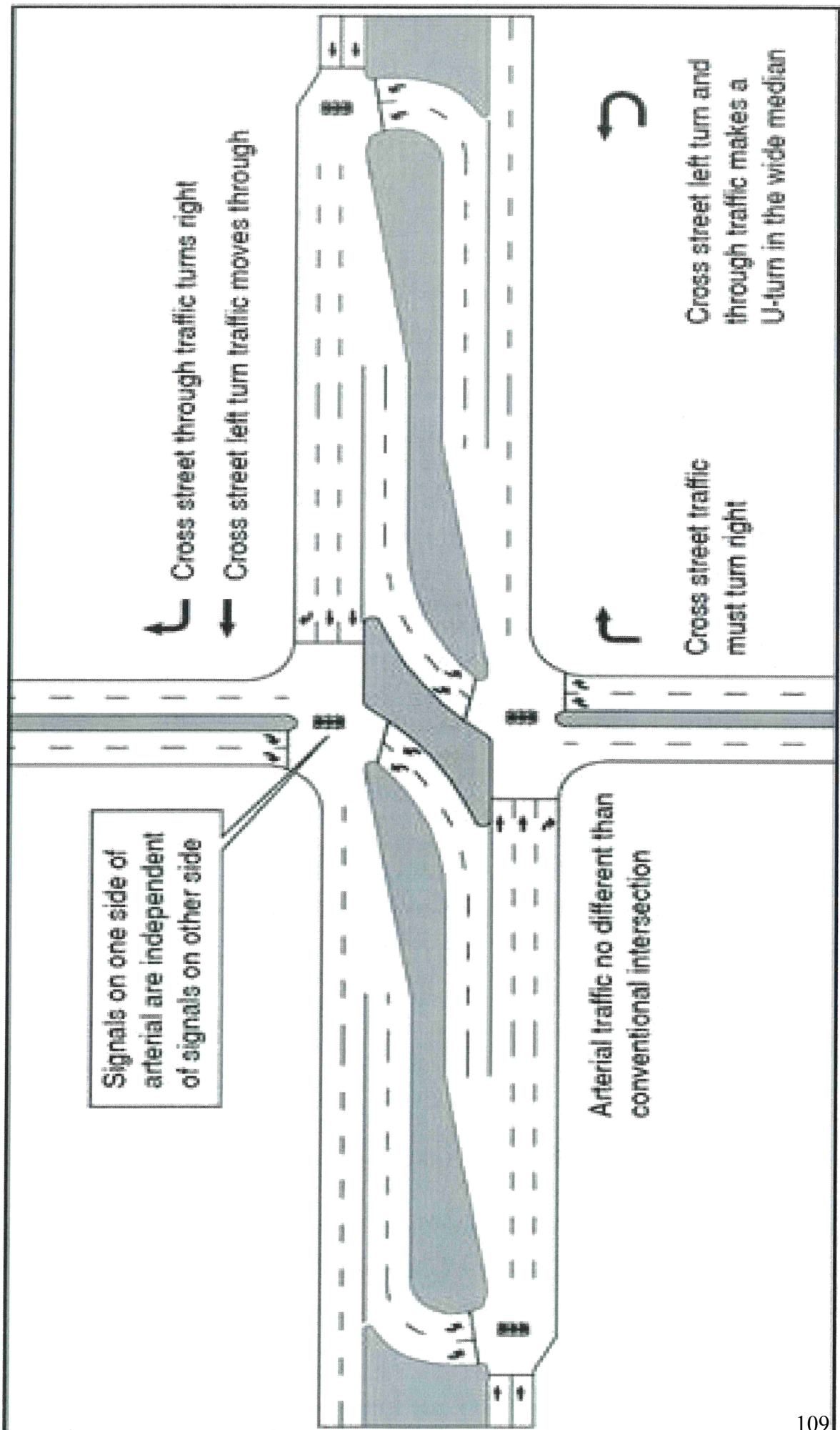
- 6 Lane (MD) – Traditional Widening
- 6 Lane (MD) – RCI Widening
- 6 Lane (MD) – Hybrid Configuration

TYPICAL SECTION



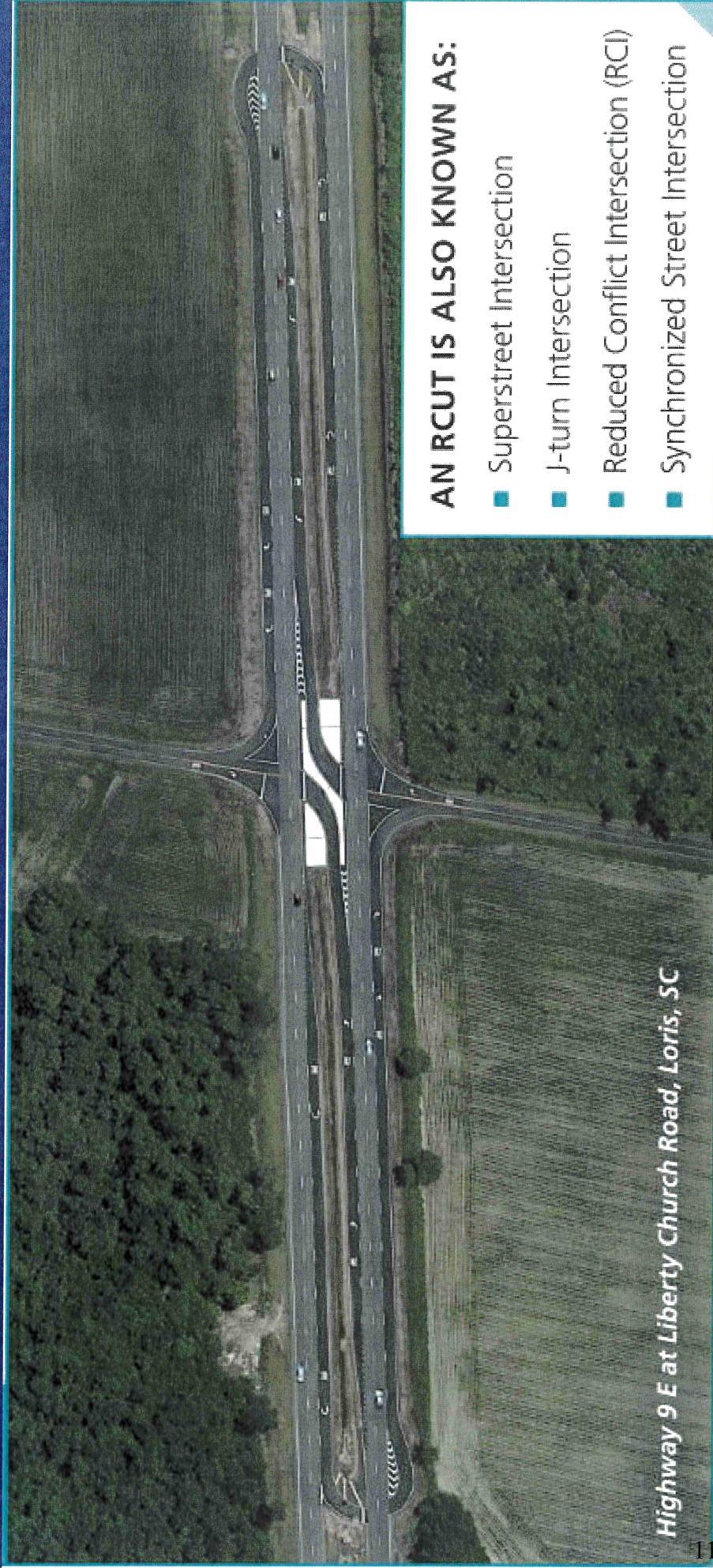
US 521 CORRIDOR ACCESS MANAGEMENT STUDY
TRADITIONAL WIDENING AND REDUCED CONFLICT INTERSECTION IMPROVEMENT
TYPICAL SECTIONS

REDUCED CONFLICT INTERSECTION



REDUCED CONFLICT INTERSECTION ALTERNATIVE

Benefits: Improved Safety, Increased Efficiency, Shorter Wait Times,
Cost-Effective



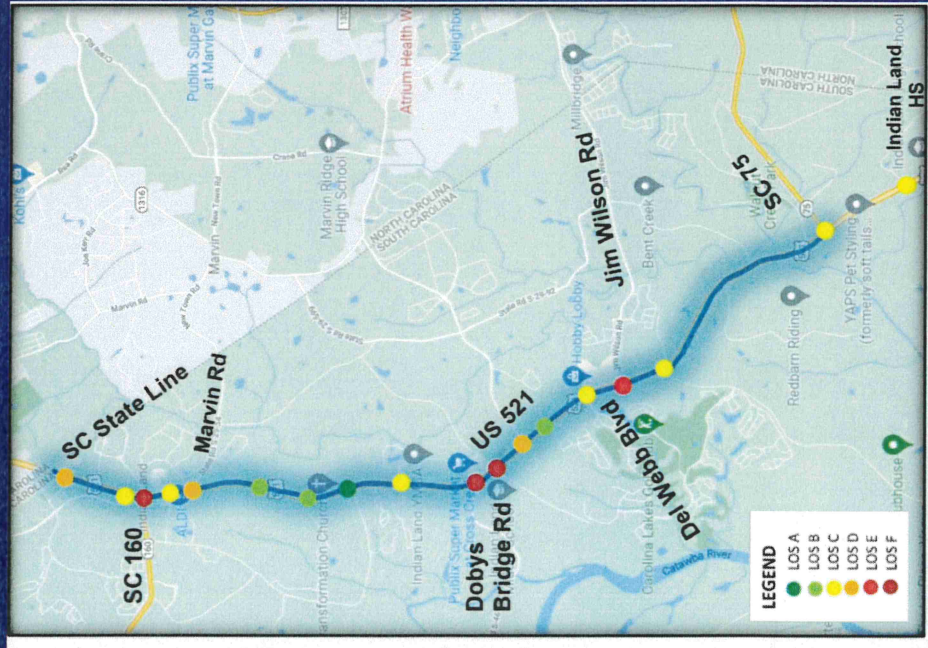
Highway 9 E at Liberty Church Road, Loris, SC

AN RCUT IS ALSO KNOWN AS:

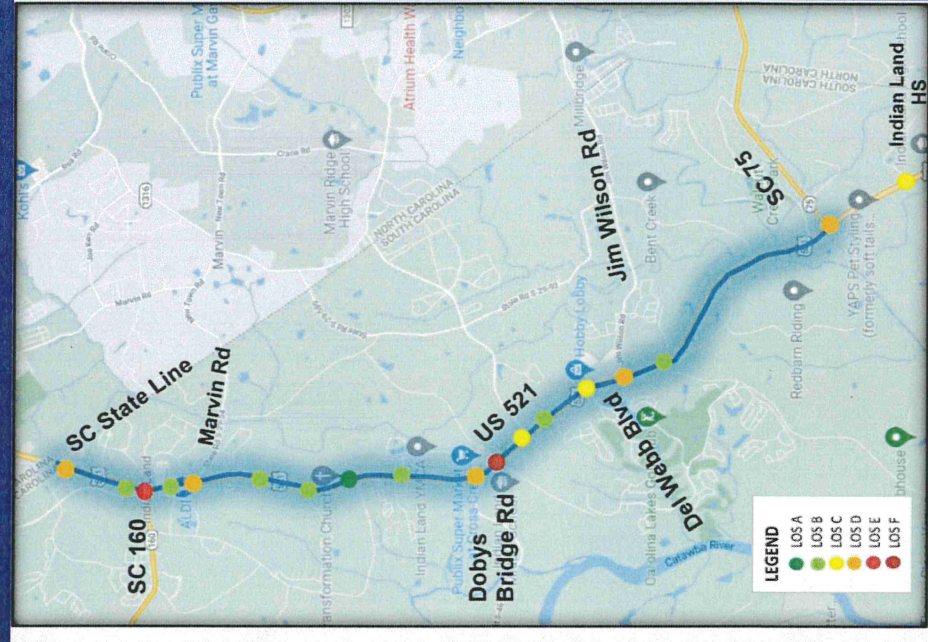
- Superstreet Intersection
- J-turn Intersection
- Reduced Conflict Intersection (RCI)
- Synchronized Street Intersection

2045 CAPACITY ANALYSIS

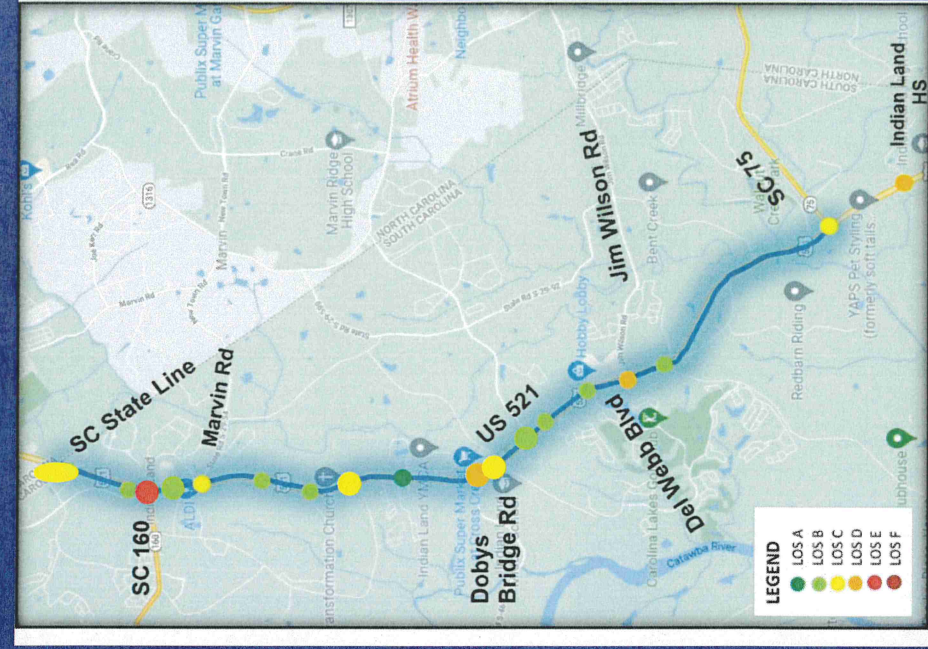
No Build



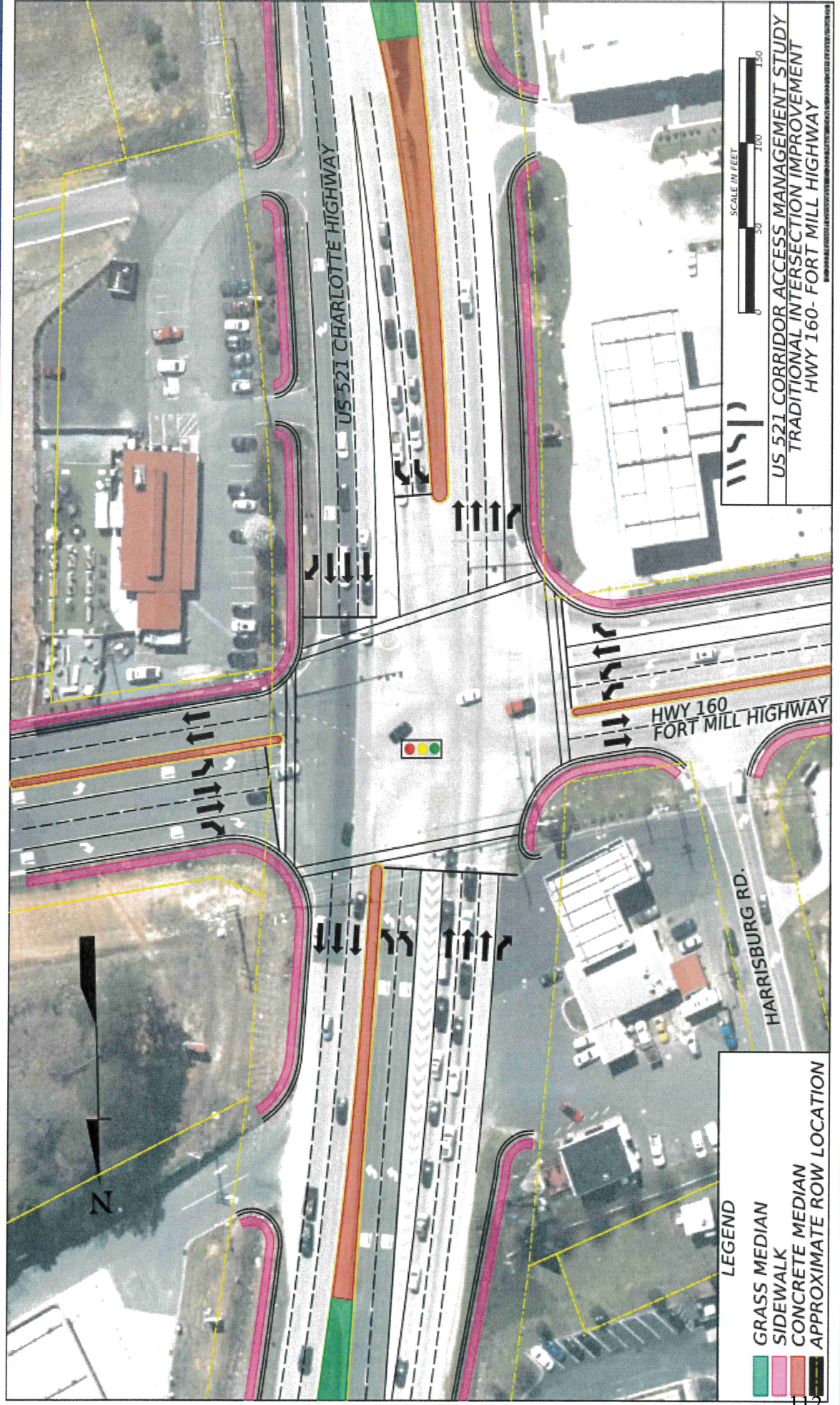
Alt 1 – Traditional



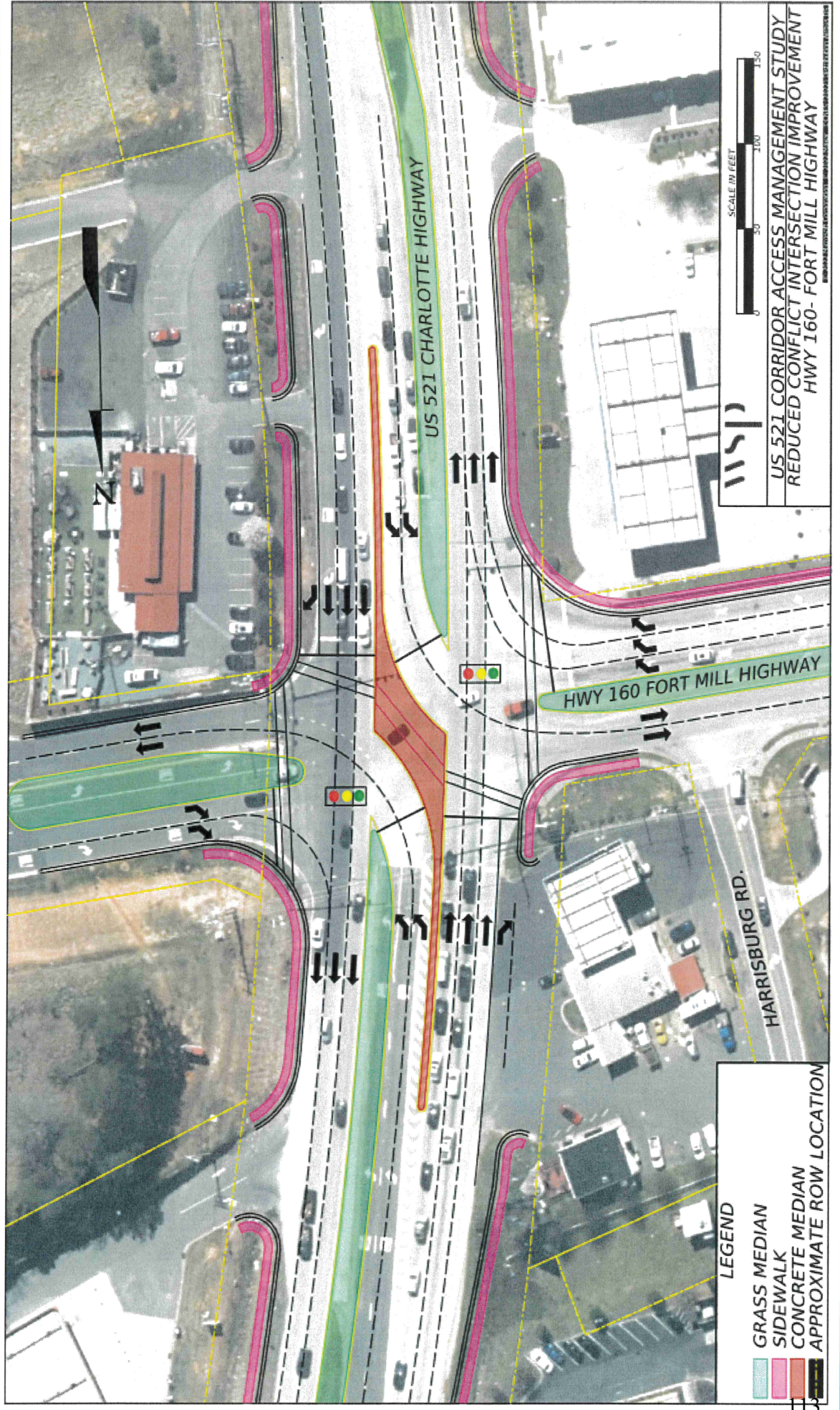
Alt 2 – RCI



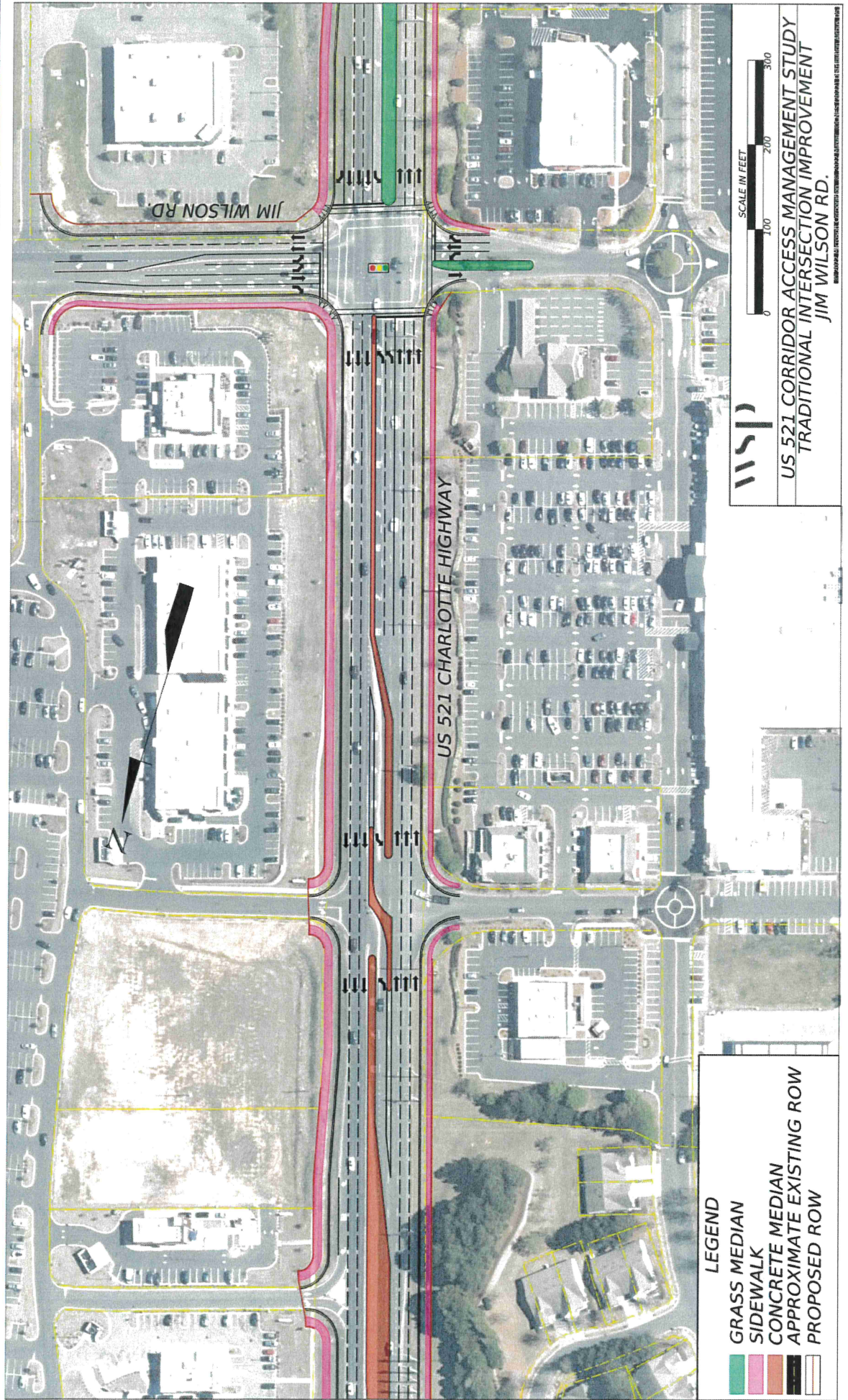
US 521 / SC 160: TRADITIONAL WIDENING



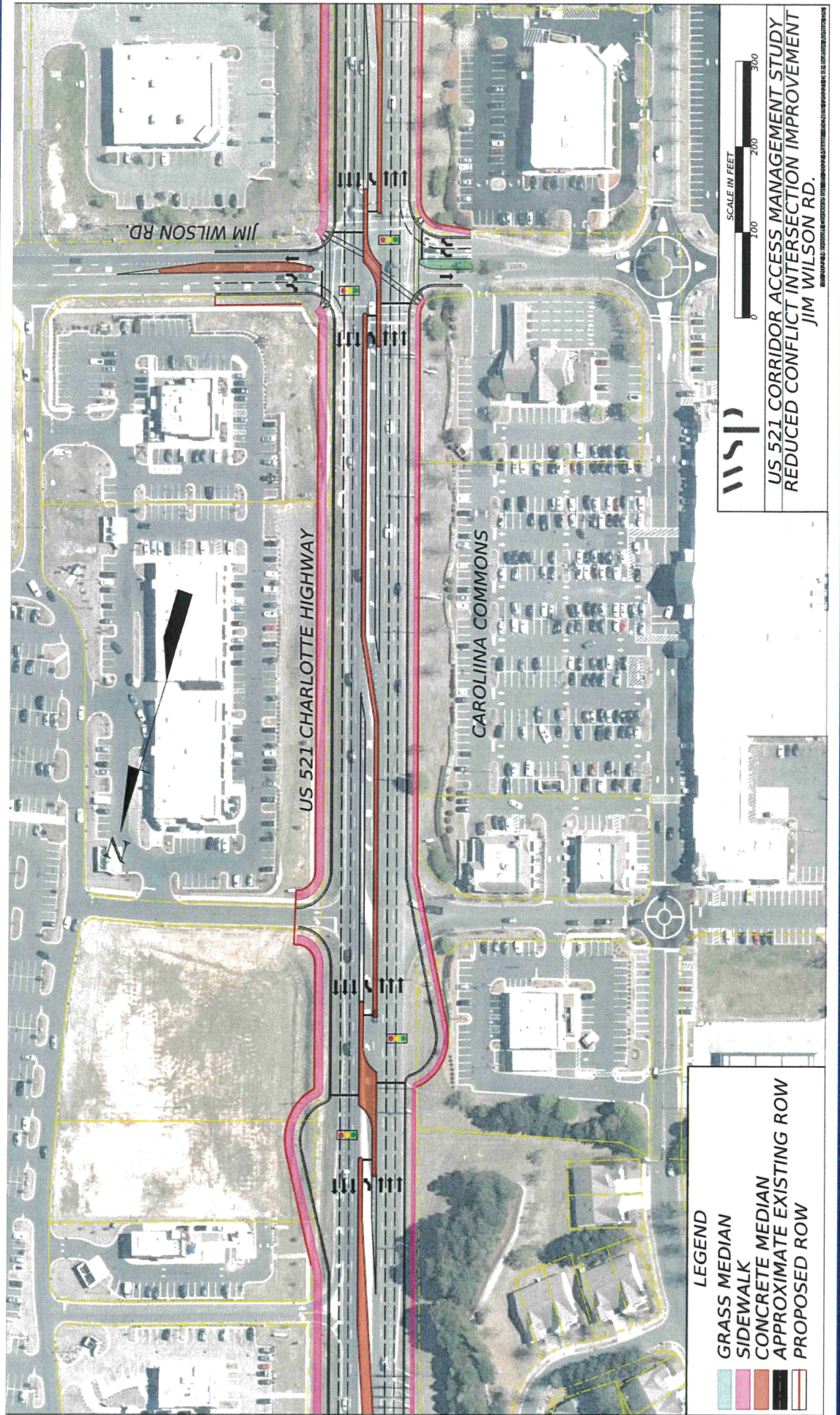
US 521 / SC 160: RCI WIDENING



US 521 / JIM WILSON: TRADITIONAL WIDENING



US 521 / JIM WILSON: RCI WIDENING



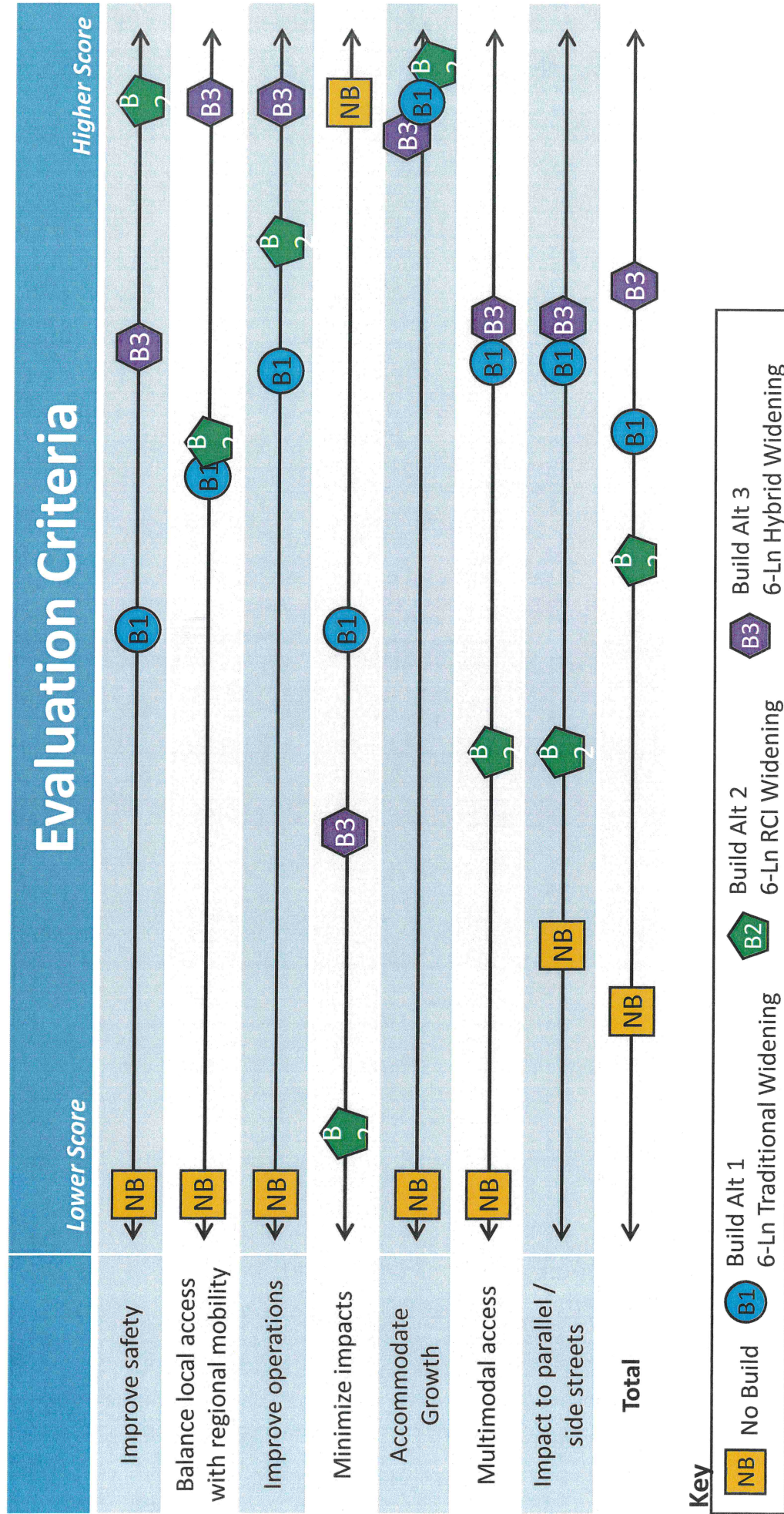
US 521 CORRIDOR STUDY

- **Capacity Alternatives**

- 6 Lane (MD) – Traditional Widening

- 6 Lane (MD) – RCI Widening

- 6 Lane (MD) – Hybrid Configuration



US 521 CORRIDOR ALTERNATIVES: PLANNING LEVEL COST BANDS

Item	Value / Unit	6-Lane Traditional Widening	6-Lane RCI Widening
6 Lane Cross-Section	\$3,660,000 / Mile	\$31,110,000	
6 Lane Cross-Section with RCI's	\$4,350,000 / Mile		\$44,370,000
Construction – Misc. & Mob. - Structures	25%	\$7,777,500	\$7,777,500
Construction – Misc. & Mob. - Roadway	55%	\$17,110,500	\$17,110,500
Construction – Misc. & Mob. - Intersection	40%	\$12,444,000	\$12,444,000
Construction – Eng. & Constr.	15%	\$4,666,500	\$4,666,500
Construction – Remove Bridge; New Bridge Structure	\$30 / SqFt; \$150 / SqFt	\$9,361,470	\$9,538,770
Right-of-Way – Parcel, Partial/No Access Control	50%	\$15,555,000	\$22,185,000
Utilities	15%	\$4,666,500	\$6,655,500
Total Cost Estimate (2022 Year of Expenditure Dollars)		\$102,691,470	\$124,747,770

NEXT STEPS

- Completion of Alternative(s) Configuration
- Cost Estimation & Timeline
- Planning Requirements

DISCUSSION & QUESTIONS?

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1831 / Planning Case Number: RZ-2022-1759 - DEFERRED TO 1/9/2023

COUNCIL MEETING

Contact Person / Sponsor: M. Blaszyk / Planning

Department: Planning

Date Requested to be on Agenda: 11/28/2022

Issue for Consideration:

Application by King's Mountain Self-Storage LLC to rezone 4.84 acres (TM# 0013-00-024.00) located at 4263 Doby's Bridge Road, Indian Land, from Low Density Residential (LDR) to Institutional (INS) district, to allow development of a daycare facility.

Points to Consider:

The property is adjacent to other parcels zoned Institutional (Indian Land Elementary School)

The proposed INS District is generally consistent with the surrounding area which is comprised of INS and LDR Districts. Lancaster County Water and Sewer District may require an off-site waterline extension. The applicant intends to serve the site with an onsite septic system.

Staff has received several phone calls from concerned residents about potential traffic concerns.

Funding and Liability Factors:

Not applicable

Council Options:

To approve or deny the rezoning request from Low Density Residential (LDR) to Institutional (INS)

Recommendation:

Planning Commission unanimously recommended **approval** during their September 2022 meeting. A brief discussion occurred related to the viability of a potential septic system and the prior history of the property (prior dumping activity).

Staff also recommended approval.