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 22, 2021 | **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 and Invocation - Council Member Larry Honeycutt**
4. **Approval of the Agenda**

   [deletion and additions of non-substantive matter]
5. **Special Presentations**

   a. Lancaster EMS Tourniquet Presentation - Presented by Clay Catoe, EMS Director
6. **Executive Session**

   [motions from Members may follow]

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

   1. ***Receipt of Legal Advice concerning Redistricting. SC Code 30-4-70(a)(2).***
7. **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.]
8. **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 8, 2021 County Council Regular Meeting

b. Approval of Minutes from the November 10, 2021 County Council Committee Of The Whole Meeting

c. 2nd Reading of Ordinance 2021-1767 regarding Bowers Fibers Special Source Revenue Credit (SSRC) Ordinance

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Bowers Fibers, Inc., Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - Jamie Gilbert***

d. 2nd Reading of Ordinance 2021-1778 regarding Amending the Amended and Restated Master Multi-County Park Agreement between Chesterfield County and Lancaster County

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through December 14, 2020, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Accutrex Products, Inc.; Bowers Fibers, Inc.; VI Real Estate, Inc. - VOCO America, Inc.). ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose***

e. 2nd Reading of Ordinance 2021-1779 regarding Authorization and Approval of the Termination of the Agreement for the Development of a Joint Industrial and Business Park for Accutrex Products, Inc. Precision Parts Division

Ordinance Title: An Ordinance To Authorize And Approve The Termination Of The Agreement For The Development Of A Joint Industrial And Business Park (Accutrex Products, Inc. Precision Parts Division), By And Between Lancaster County And Chesterfield County. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose***

f. 2nd Reading of Ordinance 2021-1780 regarding Rezoning Property Located at 1535 Jordan Street, Lancaster, SC, From INS to MDR (Applicant Noel Andrade)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone .65 Acres Of Property (TMS# 0082M-0N-003.00), Located At 1535 Jordan Street, Lancaster, South Carolina, From INS, Institutional District, To MDR, Medium Density Residential District. ***- Planning Department Case Number: RZ-2021-1951. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the request. Passed 7-0 at the November 8, 2021 County Council Meeting. - Rox Burhans***

g. 2nd Reading of Ordinance 2021-1782 regarding Amending the Unified Development Ordinance (UDO) relating to Halfway Homes (Applicant His Perfect Love Ministries)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.5., Halfway Homes, To Increase The Maximum Number Of Residents. ***- Planning Department Case Number: UDO-TA-2021-2121. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the text amendment. Passed 7-0 at the November 8, 2021 County Council Meeting. - Rox Burhans***

h. 2nd Reading of Ordinance 2021-1783 regarding Amending the Unified Development Ordinance (UDO) relating to the Highway Corridor Overlay District (Applicant Lancaster County)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2., Highway Corridor Overlay District (HCO); To Amend The Building Placement Requirement Relative To Front Setback. ***- Planning Department Case Number: UDO-TA-2021-2251. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the text amendment. Passed 7-0 at the November 8, 2021 County Council Meeting. - Rox Burhans***

i. 2nd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment

Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - Jamie Gilbert***

j. 2nd Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - Jamie Gilbert***

9. Non-Consent Agenda

a. 2nd Reading of Ordinance 2021-1770 regarding the Establishment of the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Establish The Van Wyck Fire Protection District; To Provide Funding For The District Through The Imposition Of Rates And Charges; To Empower The County Council To Issue General Obligation Bonds Of The County For The District; And To Provide For The Administration Of The District. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose***

b. 2nd Reading of Ordinance 2021-1787 regarding Approval of an Agreement for Partial Reimbursement of Costs Related to the Construction of a Roundabout at Henry Harris Road and Shelly Mullis Road

Ordinance Title: An Ordinance To Approve An Agreement For Partial Reimbursement Of Costs Related To The Construction Of A Roundabout At Henry Harris Road And Shelly Mullis Road And To Provide For Matters Related Thereto. ***- Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose***

c. 1st Reading of Ordinance 2021-1788 regarding Approval of an Easement Grant to the City of Lancaster for the Lancaster Air Rail Park

Ordinance Title: An Ordinance To Approve Easement Grants To The City Of Lancaster Upon Real Property Owned By Lancaster County Bearing Tax Parcel Number 0066-00-040.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The Purposes Of This Ordinance. ***- John DuBose***

10. Discussion and Action Items

a. Discussion of a Community Services Deputy at the Sheriff's Office - Sheriff Barry Faile

b. Request for Authorization of Professional Services related to Redistricting Efforts - Dennis Marstall/John DuBose

c. Approval of Appointment to the Health and Wellness Commission

- Denise Johnston to the Health and Wellness Commission as the District 4 representative to fill an unexpired term that would end on 06/30/2023

d. Adoption of the 2022 Calendars - Meeting and Holiday Schedule for Council, Committees, Boards and Commissions and Advisory Boards

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

12. Miscellaneous Reports and Correspondence

13. Citizens Comments

[If Council delays until end of meeting]

14. Executive Session

[motions from Members may follow]

a. Two Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***One Economic Development Discussion: Project Mermaid. SC Code 30-4-70(a)(5).***

2. ***Receipt of Legal Advice and Discussion of a Potential Intergovernmental Agreement. SC Code 30-4-70(a)(2)***

15. Adjournment

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

Meetings are live streamed and can be found by using the following link: https://www.youtube.com/channel/UCgSlMrcYjcYcu1m-e6TV54w

Agenda Item Summary

Ordinance # / Resolution #: None
Contact Person / Sponsor: Clay Catoe
Department: EMS
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Lancaster County EMS would like to present the Lancaster County Sherriff's Office K-9 Team K-9 Tourniquet's and IFAK Hander Kits. These were purchased with funds donated by Nutramax to help complete the First Responder Tourniquets Initiative.

Points to Consider:
Nutramax, as a strong community partner, is helping to provide this life saving equipment to all first responders in Lancaster County.

Funding and Liability Factors:
None

Council Options:
Allow the presentation or not.

Recommendation:
Approve

ATTACHMENTS:

Description	Upload Date	Type
Tourniquet Information	11/1/2021	Presentation

4

TacMed™ K9 Tourniquet

SKU: K9TQ-RO
$24.65

Quantity 1

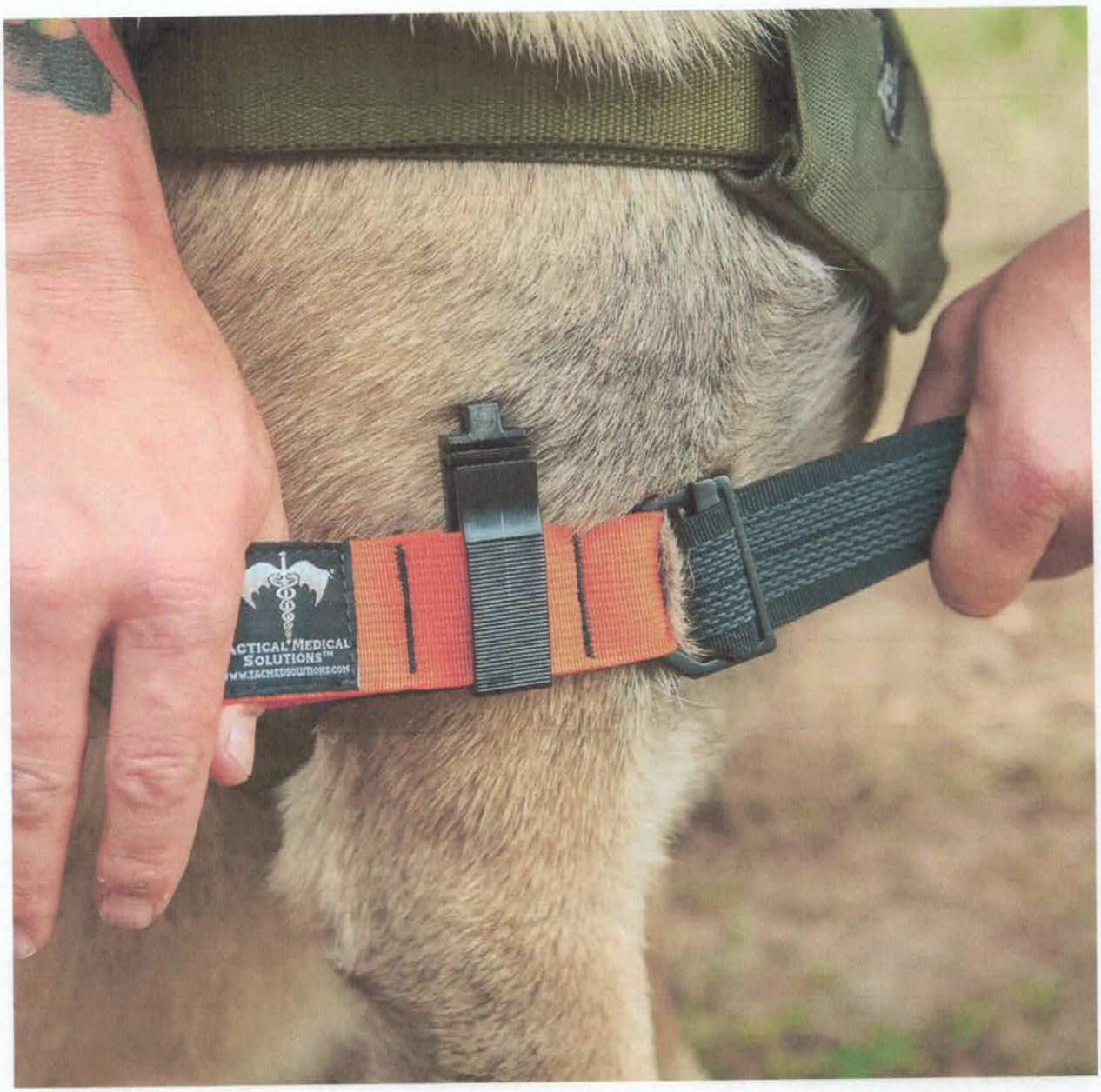
ADD TO CART
BUY IT NOW
REQUEST A QUOTE

Notify me when this product is available:

Submit

The **K9 Tourniquet** has been engineered to work effectively on tapered anatomy, such as the leg of a K9, and is designed to be placed high on the limb. It has integrated traction technology that prevents the dog tourniquet from slipping down the animal's leg, which would result in a loss of compression. The slippage is amplified when the animal is started to be moved and extricated. Slippage is a common occurrence when tourniquets or pressure dressings designed for humans are used on such tapered anatomy. The K9 Tourniquet addresses these issues and does so with a quick application time.

*** Not for human use. ***


ACTICAL MEDICAL
SOLUTIONS™

NAR K-9 Handler IFAK Kit is the only product matching your '80-0443' search.

NAR K-9 HANDLER IFAK KIT -7

NAR K-9 HANDLER KIT IFAK - BLACK

$124.99

Login or **Apply**
for Discount Pricing
ITEM
80-0439
CARRYING OPTIONS

Vest

This product requires Medical Device Authorization for purchase.

Color

Hemostatic Agent

Combat Gauze

Quantity
ADD TO CART

ADD TO WISH LIST
SHARE

- Compact IFAK for point of injury care to canines and/or humans
- Address canine emergencies from major bleeding to bloat or heat injury
- MOLLE/PALS to assault vest/body armor for easy attachment
- Includes the fastest, safest and most effective prehospital tourniquet in the world, the C-A-T® – for treating handlers or injured humans

Skip to the end of the images gallery

DESCRIPTION

The NAR K-9 Handler Kit is designed to enable handlers to provide lifesaving treatment to injured canines at the point of injury or when veterinary care is not immediately available. This kit and its contents are compact, durable and allow the handler to carry an individual first aid kit that can be utilized for rendering care to the handler, their canine or other injured persons.

The NAR K-9 Handler Kit provides the necessary tools to address the major traumatic injuries seen in working dogs as well as other standard canine emergencies such as bloat or heat injury. Small size allows for easy attachment using MOLLE/PALS style connectors to the assault vest/body armor or can attach to a Quick Detach Panel for fast, easy removal of entire kit (available for separate purchase).

NAR
Compressed Gauze

Skip to the beginning of the images gallery

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Approve or amend the minutes from the November 8, 2021 County Council regular meeting.

Points to Consider:
The draft minutes from the November 8, 2021 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 11-8-2021 County Council Regular Meeting	11/17/2021	Backup Material

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 8, 2021 | **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

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

Council Members absent: None.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Veronica Thompson, Chief Financial Officer; Kim Belk, Budget Director; Clay Catoe, EMS Director; Hal Hiott, Parks and Recreation Director; various Department Heads; various staff; the press; 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 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 and Invocation - Council Member Brian Carnes

Brian Carnes led the Pledge of Allegiance to the American Flag and 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 meeting.

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments: None.

The following citizens submitted electronic, written comments for Citizens Comments: None.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **7a.** [as listed in the Agenda package, which is the same as Item **a.** listed below]. Seconded by Charlene McGriff. Motion Passed 7-0.

a. **Approval of Minutes from the October 25, 2021 County Council Regular Meeting**

Non-Consent Agenda

Resolution 1180-R2021 regarding Authorization of Funding for Recreation Bond Projects

Resolution Title: A Resolution To Direct County Staff To Take Appropriate Action To Move Forward With The Inclusion Of Alternates In The Recreation Bond Projects Pending A Future Budget Amendment, To Execute Such Other Documents As May Be Necessary And Convenient, And To Take Any Other Action As May Be Needed To Carry Into Effect This Resolution.

Terry Graham moved to approve. Seconded by Charlene McGriff. Motion Passed 7-0.

Resolution 1182-R2021 regarding Funding to Assist with Tennis Facilities for the Town of Kershaw

Resolution Title: A Resolution To Express Lancaster County Council's Desire To Provide Funding To Assist The Town Of Kershaw In A Project To Repair And Rebuild Tennis Facilities.

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

Resolution 1183-R2021 regarding Authorization of an Intergovernmental Agreement to Provide for Joint Nurse Practitioner Medical Services

Resolution Title: A Resolution Authorizing Lancaster County To Enter An Intergovernmental Agreement With City Of Lancaster For The Purpose Of Providing Joint Nurse Practitioner Medical Services

Larry Honeycutt moved to approve. Seconded by Billy Mosteller. Motion Passed 7-0.

3rd Reading of Ordinance 2021-1774 regarding Rezoning Property Located at 935 Winston Drive, Lancaster, SC, from GB to MDR (Applicant Howard Strickland, Jr)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 0.36 Acres Of Property (TMS# 0062M-0C-004.00), Located At 935 Winston Drive, Lancaster, South Carolina, From GB, General Business District, To MDR, Medium Density Residential District. ***- Planning Department Case Number: RZ-2021-1796.***

Steve Harper recused himself from the discussion and vote on the 3rd Reading of Ordinance 2021-1774. His Statement of Recusal is on file with the written minutes in the Clerk to Council's office and is attached to those

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minutes as Schedule A. He left Chambers at approximately 6:17 p.m. and Vice-Chair Brian Carnes took over as Chair of the meeting in Steve Harper's absence.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2021-1774. Seconded by Larry Honeycutt. Motion Passed 6-0.; Abstain: Harper

Steve Harper returned to Chambers at approximately 6:19 p.m. and rejoined the Council meeting and resumed his duties as Chair of the meeting.

1st Reading of Ordinance 2021-1767 regarding Bowers Fibers Special Source Revenue Credit (SSRC) Ordinance

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Bowers Fibers, Inc., Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Terry Graham moved to approve. Seconded by Allen Blackmon. Motion Passed 7-0.

1st Reading of Ordinance 2021-1770 regarding the Establishment of the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Establish The Van Wyck Fire Protection District; To Provide Funding For The District Through The Imposition Of Rates And Charges; To Empower The County Council To Issue General Obligation Bonds Of The County For The District; And To Provide For The Administration Of The District.

Terry Graham moved to approve. Seconded by Brian Carnes. Motion Passed 7-0.

1st Reading of Ordinance 2021-1778 regarding Amending the Amended and Restated Master Multi-County Park Agreement between Chesterfield County and Lancaster County

Ordinance Title: An Ordinance To Amend The Amended And Restated Master Multi-County Park Agreement Between Chesterfield County, South Carolina And Lancaster County, South Carolina, As Amended And Restated As Of November 9, 2015, Exhibits Updated Through December 14, 2020, So As To Further Update The Exhibits By Adding Property Located In Lancaster County (Accutrex Products, Inc.; Bowers Fibers, Inc.; VI Real Estate, Inc. - VOCO America, Inc.).

Charlene McGriff moved to approve. Seconded by Billy Mosteller. Motion Passed 7-0.

1st Reading of Ordinance 2021-1779 regarding Authorization and Approval of the Termination of the Agreement for the Development of a Joint Industrial and Business Park for Accutrex Products, Inc. Precision Parts Division

Ordinance Title: An Ordinance To Authorize And Approve The Termination Of The Agreement For The Development Of A Joint Industrial And Business Park (Accutrex Products, Inc. Precision Parts Division), By And Between Lancaster County And Chesterfield County.

Larry Honeycutt moved to approve. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1780 regarding Rezoning Property Located at 1535 Jordan Street, Lancaster, SC, From INS to MDR (Applicant Noel Andrade)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone .65 Acres Of Property (TMS# 0082M-0N-003.00), Located At 1535 Jordan Street, Lancaster, South Carolina, From INS, Institutional District, To MDR, Medium Density Residential District. ***- Planning Department Case Number: RZ-2021-1951.***

Allen Blackmon moved to approve the 1st Reading of Ordinance 2021-1780. Seconded by Charlene McGriff.

Steve Harper opened the Public Hearing for the Ordinance at approximately 6:33 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.

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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 Public Hearing for the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:34 p.m.

The motion to approve the 1st Reading of Ordinance 2021-1780 Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 1.5 Acres Of Property (TMS# 0006N-0B-035.00), Located At 9923 Southwinds Drive, Fort Mill, South Carolina, From MDR, Medium Density Residential District, To MH, Manufactured Home District. - ***Planning Department Case Number: RZ-2021-2015.***

Steve Harper opened the Public Hearing for Ordinance 2021-1781 at approximately 6:43 p.m.
He noted that he would allow the applicant to speak even though he had not signed up to speak.
There were approximately 14 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 Public Hearing for the Ordinance:

1. Edgar Granados and his spouse spoke in regards to previous rezonings that had been allowed in their same neighborhood previously in 2017.

Steve Harper closed the Public Hearing at approximately 6:45 p.m.

Larry Honeycutt moved to approve the 1st Reading of Ordinance 2021-1781. Seconded by Charlene McGriff.

Council and staff discussed the previous rezonings from 2017, the policy decision in 2016 to minimize the expansion of mobile homes in the panhandle area and the definition of spot zoning.

The motion to approve the 1st Reading of Ordinance 2021-1781 Failed 2-5. Ayes: Harper, Honeycutt; Nays: Blackmon, Carnes, Graham, McGriff, Mosteller

DRAFT

Public Hearing and 1st Reading of Ordinance 2021-1782 regarding Amending the Unified Development Ordinance (UDO) relating to Halfway Homes (Applicant His Perfect Love Ministries)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.5., Halfway Homes, To Increase The Maximum Number Of Residents. - ***Planning Department Case Number: UDO-TA-2021-2121.***

Allen Blackmon moved to approve. Seconded by Charlene McGriff.

Steve Harper opened the Public Hearing for Ordinance 2021-1782 at approximately 6:58 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 14 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 Public Hearing for the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:58 p.m.

Mr. Larry Sheheene, attorney for the applicant, spoke regarding the need for this change to the Unified Development Ordinance (UDO).

The motion to approve the 1st Reading of Ordinance 2021-1782 Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1783 regarding Amending the Unified Development Ordinance (UDO) relating to the Highway Corridor Overlay District (Applicant Lancaster County)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2., Highway Corridor Overlay District (HCO); To Amend The Building Placement Requirement Relative To Front Setback. - ***Planning Department Case Number: UDO-TA-2021-2251.***

Steve Harper opened the Public Hearing for Ordinance 2021-1783 at approximately 7:12 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 14 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 Public Hearing for the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 7:12 p.m.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1783. Seconded by Brian Carnes.

Allen Blackmon moved to amend and edit the language of the proposed text amendment in Section 4.3.2 F(1)(b) so that the Section will read as follows: notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provides a minimum 25-foot front setback. Seconded by Charlene McGriff. The motion to amend Passed 7-0.

The motion to approve the 1st Reading of Ordinance 2021-1783 as amended Passed 7-0.

Council took a break in the meeting. The break began at approximately 7:14 p.m. and ended at approximately 7:21 p.m., at which time the Council meeting resumed.

DRAFT

1st Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan

Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This Ordinance; And To Adopt Other Matters Related Thereto.

Allen Blackmon moved to approve. Seconded by Terry Graham.

Brian Carnes, the Chair for the Redistricting Study Committee, stated that the Committee held four meetings: one in Buford, one in Kershaw, one in Indian Land and one in Lancaster. He noted that the Committee did not have a recommendation for a map at this time but that they were planning on having another meeting.

The motion to approve the 1st Reading of Ordinance 2021-1784 Passed 7-0.

1st Reading of Ordinance 2021-1787 regarding Approval of an Agreement for Partial Reimbursement of Costs Related to the Construction of a Roundabout at Henry Harris Road and Shelly Mullis Road

Ordinance Title: An Ordinance To Approve An Agreement For Partial Reimbursement Of Costs Related To The Construction Of A Roundabout At Henry Harris Road And Shelly Mullis Road And To Provide For Matters Related Thereto.

Brian Carnes moved to approve. Seconded by Charlene McGriff. Motion Passed 7-0.

Resolution 1179-R2021 regarding Project Arrowhead Inducement Resolution

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Approve The Assignment To Project Arrowhead Of An Existing Fee In Lieu Of Tax And Incentive Agreement And To Provide For The Extension Of The Term Of The Existing Fee In Lieu Of Tax And Incentive Agreement; To State The Commitment Of Lancaster County To Enter Into A New Fee In Lieu Of Tax And Incentive Agreement Including

The Provision Of New Special Source Revenue Credits; To Provide The General Terms Of The New Fee In Lieu Of Tax And Incentive Agreement And The New Special Source Revenue Credits; To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; And To State The Commitment Of Lancaster County To Place Project Arrowhead Property In A Multi-County Park.

Brian Carnes moved to approve. Seconded by Billy Mosteller. Motion Passed 7-0.

1st Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment

Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term.

Larry Honeycutt moved to approve. Seconded by Allen Blackmon. Motion Passed 7-0.

1st Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment

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

Brian Carnes moved to approve. Seconded by Charlene McGriff. Motion Passed 7-0.

Discussion and Action Items

Approval of Appointments to various Boards or Commissions

- Christopher S. Gardner to the Fire Commission as the Riverside Fire District representative to fill an unexpired term that would end on 06/30/2025
- James M. Timmons to the Library Board as the District 6 representative to fill an unexpired term that would end on 06/30/2023
- Veronica Williams to the Catawba Regional Council of Governments' Workforce Development Board to fill both an unexpired term that would end on 12/30/2021 and to fill her first three year term that would expire on 12/30/2024 (1st Term)

Billy Mosteller moved to approve the appointees. Seconded by Charlene McGriff. Motion Passed 7-0.

Status of items tabled, recommitted, deferred or held

a. DEFERRED - Public Hearing and 1st Reading of Ordinance 2021-1775 regarding Rezoning Property Located at 9596 & 9495 Yarborough Road, Fort Mill, SC, from LDR to LI (Applicant Steve Ranshaw on behalf of John Matthews, Inc.)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 4.97 Acres Of Property (TMS#s 0007-00-014.00 And 0007-00-014.02), Located At 9596 And 9495 Yarborough Road, Fort Mill, South Carolina, From LDR, Low Density Residential District, To LI, Light Industrial District. - ***Planning Department Case Number: RZ-2021-1679. The Planning Commission recommended disapproval by a vote of 1-4; however, staff recommended approval. At the October 11, 2021 County Council Meeting, the Public Hearing and 1st Reading of the Ordinance was deferred until the December 13, 2021 Council Meeting.***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the meeting.

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Citizens Comments

All citizens were heard during the Citizens Comments held at the beginning of the Council meeting.

Executive Session

Two Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. One Economic Development Discussion: Project Popcorn. SC Code 30-4-70(a)(5).

2. Receipt of Legal Advice concerning Redistricting. SC Code 30-4-70(a)(2).

Charlene McGriff moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 7-0. At approximately 7:53 p.m., Council went into Executive Session to discuss the following items: (1) discussion of one economic development matter: Project Popcorn, pursuant to SC Code 30-4-70(a)(5); and (2) receipt of legal advice concerning Redistricting, pursuant to SC Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:39 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Billy Mosteller. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council discussed the economic development Project Popcorn and received legal advice concerning Redistricting. He also noted that, during Executive Session, no votes were taken and no decisions were made.

DRAFT

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Brian Carnes. The motion to adjourn Passed 7-0 There being no further business, the regular meeting of Council adjourned at approximately 8:40 p.m.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Approve or amend the minutes from the November 10, 2021 County Council Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the November 10, 2021 County Council Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 11-10-2021 Committee of the Whole Meeting	11/18/2021	Backup Material

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 10, 2021 | **4:00 PM** | **101 North Main Street, Lancaster, SC 29720**

LANCASTER COUNTY COUNCIL
COMMITTEE OF THE WHOLE
County Council Chambers, County Administration Building, 101 North Main Street, Lancaster, SC 29720

MINUTES

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

Council Members absent: Steve Harper.

Staff Members/Others present: Dennis Marstall, County Administrator; Sherrie Simpson, Clerk to Council; John DuBose, County Attorney; Steve Willis, Interim Deputy County Administrator/ Lancaster County Sheriff's Office Planning and Research Director; Rox Burhans, Development Services Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; various Department Heads; various staff 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 power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Vice-Chair Brian Carnes

Vice-Chair Brian Carnes called the Committee of the Whole meeting to order at approximately 4:00 p.m.

Welcome and Recognition - Vice-Chair Brian Carnes

Vice-Chair Brian Carnes welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Terry Graham

Terry Graham led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Allen Blackmon moved to approve. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Harper

Special Presentations

There were no Special Presentations held during the meeting.

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments: None.

The following citizens submitted electronic, written comments for Citizens Comments: None.

Discussion and Action Items

Proposed Noise Ordinance Amendments - John DuBose

Terry Graham recused himself from the discussion regarding the Proposed Noise Ordinance Amendments. His Statement of Recusal is on file with the written minutes in the Clerk to Council's office and is attached to those minutes as Schedule A. He left Chambers at approximately 4:03 p.m.

John DuBose reviewed the proposed Noise Ordinance. Allen Blackmon asked for the Sheriff's input. Sheriff Faile spoke in opposition to the proposed changes to the Noise Ordinance. He explained that the current Ordinance gives the officer on the scene discretion over whether to charge someone with a violation and that his Department has not had any trouble with the current Ordinance. John DuBose explained that the verbiage in the proposed Ordinance was modeled after the Horry County Ordinance. Council and staff discussed the need to follow the Sheriff's lead regarding any proposed changes to the Ordinance since he has to enforce it, zoning for event venues and potential legal consequences to changing regulations to existing venues. The County Administrator explained that the Sheriff's viewpoint was helpful so that the County can decide whether to move forward with the proposed amendments to the Ordinance.

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Terry Graham returned to Chambers at approximately 4:19 p.m. and rejoined the Committee of the Whole meeting.

Discussion of a Community Services Deputy at the Sheriff's Office - Sheriff Barry Faile

Sheriff Faile explained the need for the Community Services Deputy. He explained that one of his goals was to have a community police officer in each of his districts so that they can focus on the particular needs of that area. He further explained that the salary for one such Community Services Deputy was going to be funded by Nutramax, Founders and Comporium for three years but that he did need a match from the County. He noted that the match was higher in the first year due to one time equipment needs. Council and staff discussed the benefits of a Community Services Deputy and the importance of being proactive in preventing crime.

Comprehensive Plan Committee Structure - Rox Burhans

For the Comprehensive Plan Committee Structure, Rox Burhans reviewed the County's power point attached to the written minutes in the Clerk to Council's office. Council and staff discussed the Focus groups and the Stakeholder Committee, the need for flexibility in the Focus groups, who would reach out and contact the various groups to serve, the geographic boundaries for the Focus groups and the follow up time frame. It was determined that Planning staff would follow up with individual Council Members in a couple weeks to obtain their citizen nomination, potential tweaking of Focus groups and who would be making contact with the groups that will serve

on the Focus groups and Committee.

Review of the 2022 Calendar Meeting Schedule for Council, Committees, Boards and Commissions and Advisory Boards for Changes, Additions or Deletions

(Adoption of the 2022 Calendar is scheduled for the November 22, 2021 Council meeting.)

Brian Carnes asked if any Council members had objections or suggested changes for the 2022 calendar. There was no response from the Council members. Dennis Marstall explained that the asterisk (*) for the Committee of the Whole meetings meant that those meetings would be starting at 1:00 p.m. due to budget reviews.

Citizen Comments

All citizens were heard during the Citizens Comments held at the beginning of the Council meeting.

Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Charlene McGriff. The motion to adjourn Passed 6-0.; Absent: Harper. There being no further business, the Committee of the Whole meeting adjourned at approximately 4:45 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1767
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:

Bowers Fibers is a Lancaster based recycler of textile waste products that has been in operation since 1978. The company is located on SC 9-Bypass near the Lancaster Air Rail Park. The operation employs 40 associates. The company is seeking to reinvest in new machinery that will make them more competitive and improve efficiency. The equipment is approximately $896,000. The company is seeking assistance with offsetting a portion of the new property taxes that will be generated.

The Lancaster County Department of Economic Development (LCDED) has reviewed the company's request and is recommending Bowers Fiber be provided a 3-year Special Source Revenue Agreement (SSRC) of 6.7% annually against their real and personal property taxes. The 6.7% SSRC approximates what would be a 58% SSRC for 3-years on the new investment based on the company's current property tax liability. By South Carolina State Incentive Law, the property must be placed in a multi-county park in which 1% of the property tax revenue is shared with the other county. This project will be placed in the Lancaster County's multi county park agreement that it has with Chesterfield County.

With the new investment, but without the 6.7% SSRC, Bowers Fibers property total property tax liability over the next three years is estimated to be $407,201. With the SSRC, the company's property tax liability is expected to be reduced by $27,282 over the three years. As a result, Bowers Fibers is expected to pay an estimated $379,919 in property taxes.

If the operation does not meet a required new investment of $800,000 and maintain 10 full-time jobs at a wage rate of at least $14/hour the SSRC will not be applied.

County Council is being asked to vote on the ordinance and agreement the provide the terms and conditions for the property tax reduction for Bower Fibers' expansion.

Points to Consider:

- Bowers Fibers in one of Lancaster County's oldest manufacturers and has never received any incentives.
- Bowers Fibers represents one of Lancaster County's traditional industrial sectors, textiles.
- The project utilizes LCDED's existing industry expansion guidelines for companies that make investment in their operations but do not necessarily have new job creation.

Funding and Liability Factors:

There are no funding or liability issues.

Council Options:

County Council can approve, amend, table or reject the ordinance and agreement.

Recommendation:

LCDED recommends County Council approve the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1767	10/29/2021	Ordinance
Special Source Revenue Credit Agreement for Bowers Fibers, Inc.	11/1/2021	Agreement

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1767**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND BOWERS FIBERS, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings and Determinations; Purpose.

A. The Lancaster County Council finds and determines that:

1. Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") 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 ("FILOT") payments ("FILOT 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

2. Bowers Fibers, Inc. on its own or together with one or more of their subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), desires to invest capital in the County with an expected investment of $800,000 and an associated maintenance of at least ten (10) full-time jobs paying not less than $14 per hour (the "Project").

B. It is the purpose of this ordinance to approve a Special Source Revenue Credit Agreement with the Company under the MCP Act that provides for SSRCs against the FILOT Payments to be made by the Company and commits the County to locate the Project in an MCP.

Section 2. Additional Findings.

Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the MCP Act, and 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 of Special Source Revenue Credit Agreement.

The form, terms, and provisions of the Special Source Revenue Credit Agreement ("SSRC Agreement"), attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the SSRC Agreement attached to this ordinance.

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

<u>Exhibit A</u> to Ordinance No. 2021–1767

Special Source Revenue Credit Agreement
Bowers Fibers, Inc.

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

BOWERS FIBERS, INC.

Dated as of December 13, 2021

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of December 13, 2021 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, and BOWERS FIBERS, INC. ("Bowers Fibers" or "Company"), a North Carolina corporation.

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP" or "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 ("FILOT") payments ("FILOT 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 ("Special Source Improvements"), 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 Company desires to invest capital in the County with an expected investment of $800,000 with an associated maintenance of at least ten (10) full-time jobs paying not less than $14 per hour (the "Project"); and

WHEREAS, to facilitate the provision of economic development incentives, the County is willing to commit to place the property of Bowers Fibers into the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina (the "Master MCP Agreement"), as authorized by the MCP Act or such other multi-county park established in accordance with the MCP Act; and

WHEREAS, in accordance with the MCP Act, real and personal property having a *situs* in a multi-county park in the County is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the real and personal property but for the location of the real and personal property within the multi-county park and the exemption; and

WHEREAS, the County has determined to provide for inclusion of the Project Site in the Master MCP Agreement, if such property is not already so included, and to maintain the Project Site in the Master MCP Agreement, or a replacement or successor multi-county park, in order to facilitate the provision of, and receipt by, the Company of the special source revenue credits set forth in greater detail herein; and

WHEREAS, the County, as inducement for the location of the Project in the County, and in accordance with the MCP Act, has determined that the County shall provide, and the Company shall receive, special source revenue credits against each FILOT Payment due from the Company with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2021-1767 enacted by the County Council on December 13, 2021.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified in the recitals above and in this **Article I**, unless the context clearly otherwise requires. Except where the context otherwise requires, (*i*) words importing the singular number shall include the plural number and *vice versa*, and (*ii*) the words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

"Affiliate" means any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of Bowers Fibers, or which now or hereafter is owned in whole or in part by Bowers Fibers, or by any partner, shareholder or owner of Bowers Fibers, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to Bowers Fibers, as described in Section 267(b) of the Internal Revenue Code.

"Bowers Fibers" means the Company.

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

"Company" means Bowers Fibers, Inc., a North Carolina corporation and its successors and assigns.

"Costs of Special Source Improvements" means all of the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) existing buildings and building improvements together with all existing machinery and equipment; (b) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising

construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (e) all other costs which shall be required under the terms of any contract for, or incurred in connection with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

"*County*" means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State.

"*Full-Time Jobs*" means full-time jobs *(i.e.,* at least thirty (30) hours per week) maintained by Company for the Project, all with health care benefits ("Full-Time Jobs") at the following employment levels and in the designated timeframes: to have employed in Full-Time Jobs meeting the Wage Requirement, not less than an average of ten (10), for each calendar year beginning with calendar year 2021 (applicable to the FILOT Payment due without penalty by January 15, 2023) and ending with calendar year 2023 (applicable to the FILOT Payment due without penalty by January 15, 2025).

"*Jobs Commitment*" means the commitment of Bowers Fibers to maintain Full-Time Jobs.

"*Master MCP Agreement*" has the meaning ascribed thereto in the recitals of this Agreement.

"*MCP Act*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Park*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Person*" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

"*Project*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Project Site*" means the land identified by Parcel Identification No. 0066-00-032.00, with a physical address of 3577 Chester Highway, and consisting of approximately 51.99 acres.

"*Property Tax Year*" means the annual period which is equal to the fiscal year of Bowers Fibers, as of the original execution and delivery of this Agreement, and with respect to Bowers Fibers, the annual period ending on December 31 of each year.

"*Special Source Improvements*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Special Source Revenue Credits*" or "*SSRCs*" shall mean the special source revenue credits provided by the County and described in **Section 3.01** hereof.

"*State*" means South Carolina.

"*Wage Requirement*" means an hourly wage rate not less than fourteen dollars ($14.00).

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

SECTION 2.02. Representations by the Company. Bowers Fibers makes the following representations:

(1) Bowers Fibers is a North Carolina corporation, duly organized, validly existing, and in good standing, under the laws of North Carolina and is authorized to transact business in South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the respective Bowers Fibers official or officials signing this Agreement to execute and deliver this Agreement. Bowers Fibers' fiscal year end is August 31st and Bowers Fibers will notify the County of any changes in the fiscal year of Bowers Fibers.

(2) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental to Bowers Fibers in inducing the location of the Project in the County.

SECTION 2.03 Covenants by the County. The County will use its best efforts to include, and thereafter maintain, the Project Site in the Master MCP Agreement for the term of this Agreement.

ARTICLE III

FILOT PAYMENTS AND SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. FILOT Payments and Special Source Revenue Credits.

(a) Company acknowledges and agrees that under the MCP Act, the Project is exempt from *ad valorem* property taxes and that the Company is required to make annual FILOT Payments with respect to the Project in an amount equal to what the *ad valorem* property taxes would be if the Project Site were not included in the Master MCP Agreement, less the Special Source Revenue Credits provided in **Section 3.01(b)** below. The FILOT Payments to be made by the Company under this Agreement shall be calculated in the same manner as *ad valorem* taxes and the Company shall receive, in addition to the Special Source Revenue Credits provided in **Section 3.01(b)** below, all other credits, exemptions, or reductions against *ad valorem* taxes or against payments in lieu of taxes due pursuant to the MCP Act allowed by law. County and Company acknowledge and agree that any exemption that would otherwise be allowed pursuant to Section 3(g), Article X of the Constitution of South Carolina and the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code shall be applied in the calculation of the FILOT Payments. The collection and enforcement of the FILOT Payments shall be as provided in Section 12-2-90 of the Code.

(b) To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County agrees to provide, and the Company shall, subject to the provisions of Section 3.02 hereof, receive, Special Source Revenue Credits equal to six and seven tenth a percent (6.7%) of the FILOT Payments due with respect to the Company's investments in real and personal property for a period of three (3) consecutive tax years, beginning with the FILOT Payment due from the Company for tax year 2022 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2023) and ending with the FILOT Payment due from the Company in tax year 2024 (*i.e.,* the FILOT Payment due to be paid without penalty on or before January 15, 2025). To receive in any year the Special Source Revenue Credits provided in this **Section 3.01(b)**, the Company must provide the documentation required by **Section 3.02** below that the Company placed in service for the Project real and personal property with a gross value of at least $800,000.

(c) The Special Source Revenue Credits to which the Company shall receive with respect to each tax year set forth above in **Section 3.01(b)** above shall be reflected by the County Auditor or other authorized County official or representative on each FILOT Payment bill sent to the Company by the County for each tax year, by reducing the fee-in-lieu of tax payment otherwise due from the Company for the tax year by the amount of Special Source Revenue Credits to be provided to the Company for the tax year.

(d) If **Section 3.01(b)** above, or the provision of the Special Source Revenue Credits is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement, to the maximum extent legally permitted.

(e) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PROVIDED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FEE-IN-LIEU OF TAX PAYMENT MADE BY THE COMPANY WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE PROVISION OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(f) In accordance with the MCP Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project by the Company.

(g) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the special source revenue credits ends, and this Agreement is terminated, if the Company ceases operation of the Project. For purposes of this **Section 3.01(g)**, "**cease operations**" means permanent closure of the Project. The Company agrees that if this Agreement is terminated pursuant to this **Section 3.01(g)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(h) RESERVED.

(i) Notwithstanding any other provision of this Agreement, the SSRCs provided in **Section 3.01(b)** above are not applicable in any year in which the Company has failed to maintain either an investment in the Project of at least eight hundred thousand dollars ($800,000.00) or to fulfill the Jobs Commitment.

SECTION 3.02. Maintenance of Books and Records; Annual Reports; Examinations and Inspections; Confidential Information. (a) Bowers Fibers shall maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of the portions of the Project placed in service, the amount of investment with respect thereto, and any computations of the fee-in-lieu of tax payment and the special source revenue credits made by Bowers Fibers hereunder. Bowers Fibers agrees to comply with all reporting requirements of the State and the County applicable to fee-in-lieu of tax property under the MCP Act, including without limitation the reports and returns required by Section 12-2-90 of the Code.

(b) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from Bowers Fibers that supports the respective returns of Bowers Fibers, as may be reasonably necessary to verify the calculations of the fee-in-lieu of tax payments by Bowers Fibers. For purposes of this Agreement, the term "County Official" includes the County Administrator, County Auditor, County Assessor, County Treasurer, and the County Director of Economic Development.

(c) Each year during the term hereof, the Company shall deliver to the County Auditor, the County Assessor, the County Treasurer, and County Director of Economic Development a copy of any form or return it files with the South Carolina Department of Revenue with respect to the Project at the same time as delivery thereof to the South Carolina Department of Revenue.

(d) During the term hereof, Bowers Fibers shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 2022, the information required by the County Auditor for a fee-in-lieu of tax payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. The information delivered must include, at a minimum, the amount of investment by the Company in Project property. The Company and County Director of Economic Development shall agree on a baseline investment amount that will be used to determine if the Company has fulfilled its obligation to invest in real and personal property for the Project a gross amount of at least $800,000, as provided in **Section 3.01(b)** above. In order to facilitate the administration of the special source revenue credits provided in **Section 3.01(b)** above, the Company shall file a separate schedule with its annual South Carolina Department of Revenue PT-300 filing (or successor form) listing only capital investments made that satisfy the Company's obligation to invest in real and personal property for the Project a gross amount of at least $800,000. The separate schedule shall be labeled "$800,000 Investment Obligation." If the information, certification, and the separate schedule required by this subsection are not delivered to the County Auditor and County Director of Economic Development on or before May 31 of the applicable year, Bowers Fibers agrees that the Special Source Revenue Credits are forfeited for the FILOT Payment due for Project property for the then current Property Tax Year.

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

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

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that the Company may from time to time and, to the extent permitted by applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interests in this Agreement, in whole or in part, to one or more Persons without the consent of the County; *provided, however,* that any transfer or assignment by the Company of all or any of their interest in this Agreement to any Person other than an Affiliate shall require the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed and which shall be evidenced by resolution of County Council; and *provided, further,* that the Company shall provide written notice to the County of any such transfer or assignment. Subject to the foregoing provisions of this **Section 4.01**, no such sale, lease, conveyance, grant, transfer or assignment shall relieve the County from the County's obligation to provide the Special Source Revenue Credits to the Company, or any transferee or assignee of the same, under this Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by another party, specifying the failure and requesting that it be remedied, is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); *provided, however,* that if any such failure is not, with due diligence, susceptible of cure within such 30-day period, then such defaulting party shall have a period of time not to exceed sixty (60) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration.

SECTION 5.02. Legal Proceedings. Upon the happening of any Event of Default by a party, then and in every such case each other party in its respective discretion may:

(1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its duties under the MCP Act and this Agreement;

(2) bring suit upon this Agreement;

(3) exercise any or all rights and remedies provided by the applicable laws of South Carolina; or

(4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in **Section 3.01** hereof have been provided to, and received by, the Company. Additionally the County and the Company may jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all, or any portion of the Project.

SECTION 6.02. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with its terms, and to the extent permitted by law, upon and inure to the benefit of the Company, the County and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the Company and the County. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Company and the County.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived herefrom.

SECTION 6.05. No Liability for Personnel of the County, the Company or the Affiliated Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of their respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

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 facsimile 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 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina
Phone: (803) 416-9300
Facsimile No.: (803) 285-3361

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

Mr. Jamie Gilbert
Economic Development Director, Lancaster County

P.O. Box 1809
Lancaster, South Carolina 29721
Phone: (803) 286-3633
Facsimile No.: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to Bowers Fibers:

Bowers Fibers, Inc.
3577 Chester Highway
Lancaster, SC 29720-0149
Facsimile No.: _____

The County and the Company shall, by notice given under this **Section 6.06**, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. RESERVED.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09. Agreement to Sign Other Documents and to Take Further Action. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. The requesting party shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any South Carolina constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the fee-in-lieu of tax payments made by the Company with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the County, the State, or any other political subdivision of the State.

SECTION 6.10. 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 does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.11. Applicable Law. The laws of South Carolina govern the construction of this Agreement.

SECTION 6.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 6.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.14. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.15. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Agreement to be executed by its respective appropriate officials and its respective corporate seal to be hereunto affixed and attested and Bowers Fibers, Inc. has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

[SEAL]

Attest:

_____
Sherrie Simpson, Clerk to Council,
Lancaster County, South Carolina

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

BOWERS FIBERS, INC.,
a North Carolina corporation

By: _____

Its: _____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1778
Contact Person / Sponsor: John DuBose / County Attorney
Department: Administration
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Lancaster County is being asked to add properties to the Master Multi-County Park (MCP) Agreement with Chesterfield County. The Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county. Each year, the County adds the properties into the MCP Agreement that have been approved throughout the calendar year. The County, during this year, approved by ordinance that the following properties could be added in the MCP agreement: (1) Accutrex Producst, Inc (Project Tattoo); (2) Bowers Fibers, Inc.; and (3) VI Real Estate, Inc. - VOCO America, Inc.

Chesterfield County, as required, will process a resolution corresponding to our ordinance, most likely at the Chesterfield County Council meeting scheduled for December 1, 2021.

Points to Consider:
Lancaster County, South Carolina, 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.

Lancaster County and Chesterfield County, South Carolina, are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013.

Funding and Liability Factors:
Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions: (1) if the property is in the Lancaster County portion of the Park then Lancaster County receives 99% and Chesterfield receives 1%; and (2) if the property is in the Chesterfield County portion of the park then Lancaster County receives 1% and Chesterfield County receives 99%.

Council Options:
Approve or disapprove the Ordinance.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum from Mike Ey regarding the Master Multi-County Park Agreement - 2021 Additional Properties	10/25/2021	Backup Material
Master Multi-County Park Agreement Updated Through December 2020	10/25/2021	Agreement
Ordinance 2021-1778	10/25/2021	Ordinance

MEMORANDUM

TO: John K. Dubose, III
Jamie Gilbert
Sherrie Simpson

FROM: J. Michael Ey

DATE: October 18, 2021

RE: Master Multi-County Park Agreement – 2021 Additional Properties

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A typical economic development incentive package for Lancaster County includes placing the project land in a multi-county business or industrial park and maintaining that multi-county park status for the duration of the other incentives. Since 2014, Lancaster County has partnered with Chesterfield County for multi-county park purposes – see the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The Master MCP Agreement provides for the addition of property by passage of an ordinance by the County in which the property is located and the passage of a resolution by the other County.

Prior to 2020, to provide multi-county park status for a project, Council would pass a separate ordinance for each individual project. Given that approach to providing multi-county park status, the volume of economic development activity over the last few years was causing a steady stream of multi-county park ordinances and resolutions to be processed. The processing became too cumbersome. For that reason, beginning in 2020, we held off on processing individual multi-county park documents and chose instead to process them as a batch. Ordinance No. 2020-1694, approved on November 23, 2020, was the first ordinance in which we processed the multi-county park property additions as a batch.

For 2021, I would suggest the Council follow the same process as used in 2020 for adding properties to the Master MCP Agreement. The accompanying ordinance (proposed Ordinance No. 2021-1778) provides multi-county park status for three economic development projects (Accutrex Products, Inc., Bowers Fibers, Inc., and VI Real Estate, Inc. – VOCO America, Inc.) either approved by Council over the last twelve months or in process and fulfills the County's contractual or likely contractual commitment to provide multi-county park status for each project. Please note that the Accutrex project involves four parcels, two of which are currently in a separate multi-county park arrangement between Lancaster County and Chesterfield County – Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the separate multi-county park agreement and placing all of the Accutrex property in the Master MCP Agreement. See the separate ordinance and discussion for additional information on the termination of the prior Accutrex MCP Agreement. Proposed Ordinance No. 2021-1778 needs to be given third reading before the end of the year. As a final comment and as noted above, the process for adding Lancaster County properties to the Master MCP Agreement requires the

passage of an approving resolution by the partnering county (Chesterfield). Chesterfield County Council approval of a resolution is expected by the end of the year.

For 2021, the following properties are proposed for inclusion in the Master Multi-County Park Agreement with Chesterfield County:

Accutrex Products, Inc. (Project Tattoo)

Commitment made in Resolution 1142-R2021 (Inducement Resolution), Ordinance No. 2020-1719, and associated Fee Agreement. See above for discussion concerning a previous MCP Agreement for two of the Accutrex parcels and the separate ordinance and discussion for additional information on the termination of the prior Accutrex MCP Agreement.

- Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway, Accutrex Products, Inc. Precision Parts Division. This parcel is included in the separate 2012 Multi-County Park Agreement.
- Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway, Accutrex Products, Inc.
- Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway, Accutrex Products, Inc.
- Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road, Accutrex Products, Inc. Precision Parts Division. This parcel is included in the 2012 Multi-County Park Agreement.

Bowers Fibers, Inc.

Commitment made in Ordinance No. 2021-1767 and associated Special Source Revenue Credit Agreement. Ordinance No. 2021-1767 is set for third reading approval on either November 22, 2021, or December 13, 2021.

- Parcel Identification No. 0066-00-032.00, 51.995 acres, 3577 Chester Highway, Bowers Fibers, Inc.

VI Real Estate, Inc. – VOCO America, Inc.

Commitment made by the Department of Economic Development. Council is expected to consider Ordinance No. 2021-1768 and an associated Fee Agreement and Special Source Revenue Credit Agreement either before the end of 2021 or at the beginning of 2022.

- Parcel Identification No. 0006-00-085.04, 1.623 acres, Rosemont Drive, VI Real Estate, Inc.

* * * *

Attachments:

1. Master Multi-County Park Agreement.
2. Proposed Ordinance No. 2021-1778.

Amended and Restated

Master Multi-County Park Agreement

between

Chesterfield County, South Carolina

and

Lancaster County, South Carolina

Originally Dated as of December 9, 2013 and Effective July 1, 2014

Amended and Restated as of November 9, 2015

(Exhibits Updated Through December 14, 2020)

Amended and Restated
Master Multi-County Park Agreement

between

Chesterfield County, South Carolina and Lancaster County, South Carolina

Originally Dated as of December 9, 2013 and Effective July 1, 2014
Amended and Restated as of November 9, 2015

This AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT is made and entered into as of the 9th day of November, 2015, by and between CHESTERFIELD COUNTY, SOUTH CAROLINA ("Chesterfield County") and LANCASTER COUNTY, SOUTH CAROLINA ("Lancaster County") (collectively, Chesterfield County and Lancaster County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Amended and Restated Master Agreement").

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

1. Effective Date. This Amended and Restated Master Agreement is effective at 12:00 a.m. (midnight), November 9, 2015 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Lancaster County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 2015-1352 and Chesterfield County authorized and approved this Amended and Restated Master Agreement by passage of Ordinance No. 14-15-20.

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

(B) *Prior Agreement.* It is the intention of the Parties for this Amended and Restated Master Multi-County Park Agreement to replace and supersede for all purposes the Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina dated December 9, 2013 and effective July 1, 2014.

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

5. The Park. (A) *Location.* The Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster County) to this Amended and Restated Master Agreement, and property located in Chesterfield County, as further identified in Exhibit B (Chesterfield County), to this Amended and Restated Master Agreement. The Park may consist of non-contiguous properties within each county.

(B) *Addition and Removal of Property.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Termination. (A) *Duration and Renewal.* This Amended and Restated Master Agreement commences on the Effective Date and ends on December 31, 2063, *provided*, that this Amended and Restated Master Agreement is automatically extended for a renewal term of ten (10) years, and for not more than a total of five (5) ten (10) year renewal terms, unless either Lancaster County or Chesterfield County gives written notice to the other not less than one hundred eighty (180) days prior to the end of the applicable term that the party objects to the extension of this Amended and Restated Master Agreement. If either county gives written notice to the other of its objection to the extension of this Amended and Restated Master Agreement, then the county in which the real property is located shall give notice of the termination of this Amended and Restated Master Agreement to the owner of the real property and, if applicable, the lessee of any real property, located within the Park in that county not less than ninety (90) days prior to the end of the applicable term and the notice shall be provided in the manner set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Amended and Restated Master

Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Amended and Restated Master Agreement.

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper
Chair, County Council

Billy Mosteller
Secretary, County Council

(Seal)

ATTEST:

Sherrie M. Simpson, Clerk to Council

CHESTERFIELD COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Al Johnson
Chair, County Council

ATTEST:

Betty M. Boswell
Clerk to Council

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EXHIBIT A (Lancaster County)

Lancaster County Property

A. Properties included pursuant to Lancaster County Ordinance No. 2013-1230, enacted on December 9, 2013 and effective July 1, 2014:

U.S. 521 –Northfield Drive-Business Park

Tax Map No.	Owner
0010-00-050.00	LIP Lot 14 LLC
0010-00-050.03	Little Buildings LLC
0010-00-050.05	William O. Powers
0010-00-050.06	South Atlantic Environmental
0010-00-050.08	Lancaster Industrial Park LLC
0010-00-050.09	Lancaster Industrial Park LLC
0010-00-050.10	Lancaster Industrial Park LLC
0010-00-050.11	John F. Shepherd
0010-00-050.12	C.W. Bennett
0010-00-050.13	Lancaster Industrial Park LLC
0010-00-050.14	G&G 9106 Northfield Drive LLC
0010-00-050.15	G&G 9106 Northfield Drive LLC
0010-00-050.16	G&G 9106 Northfield Drive LLC
0010-00-050.17	Thomas Concrete of Carolina
0010-00-050.18	Cemex Construction Materials
0010-00-050.19	Concrete Supply Co.

Lancaster County Air Rail Park

Tax Map No.	Owner
0066-00-039.00	Fancy Pocket USA Holdings, Inc.
0066-00-040.00	Lancaster County
0083-00-007.01	Lancaster County

S.C. 9 – U.S. 521 By-Pass Business Park

Tax Map No.	Owner
0061-00-104.02	Turnils Inc.
0061-00-104.04	Metso/Jim Loen 2008 LLC
0068-00-018.01	Nutramax
0068-00-018.06	Nutramax

0068-00-018.07	Nutramax
0068-00-018.03	Risc LLC (Cooley Bldg)

S.C. 160 - McMillian Park

Tax Map No.	Owner
0007-00-008.00	DVG Real Property LLC
0007-00-008.03	Allegiance (Cardinal Health)
0007-00-008.05	Kennametal

B. Properties included pursuant to Lancaster County Ordinance No. 2014-1313, enacted on November 10, 2014 and effective November 10, 2014:

1320 Camp Creek Road

Tax Map No.	Owner
0068F-0B-007.00	RAL Industries LLC

C. Properties included pursuant to Lancaster County Ordinance No. 2015-1324, enacted on February 9, 2015 and effective February 9, 2015:

1531 Camp Creek Road

Tax Map No.	Owner
0068-00-035.00	Silgan Containers Manufacturing Corporation

D. Properties included pursuant to Lancaster County Ordinance No. 2015-1352, enacted on November 9, 2015 and effective November 9, 2015:

1759 Flat Creek Road

Tax Map No.	Owner
0080-00-001.00 (Nutramax)	Hosiery Corporation of America

3888 Chester Highway (S.C. 9)

Tax Map No.	Owner
0066-00-033.00	Lancaster County

E. Properties included pursuant to Lancaster County Ordinance No. 2015-1381, enacted on January 11, 2016 and effective January 11, 2016, and Chesterfield County Resolution No. 2016-01:

1212 Kershaw Camden Highway

Tax Map No.	Owner
0081-00-031.00	Lineberger, Kim, Trustee
0081-00-032.00	Lineberger, Kim, Trustee
0081-00-034.01	Lineberger, Kim, Trustee
0081N-0B-005.00	Lineberger, Kim, Trustee
0081N-0B-006.00	Lineberger, Kim, Trustee

F. Properties included pursuant to Lancaster County Ordinance No. 2016-1407, enacted on September 12, 2016, and Chesterfield County Resolution No. 2016-11, enacted on September 7, 2016:

521 Corporate Center

Tax Map No.	Owner
0005-00-103.00	521 Corporate Center LLC
0005-00-103.02	Lancaster County Water and Sewer District
0005-00-103.03	Indian Land Hotel Partners LLC
0005-00-103.05	Sharonview Federal Credit Union
0005-00-109.00	Well Associates LLC
0005-00-103.08	Lancaster Real Estate Group

This is Parcel A on the Recombination Plat of Lancaster Real Estate Parcels prepared by The Isaacs Group dated June 14, 2016, and recorded with the Register of Deeds for Lancaster County, South Carolina in Plat Book 2016, Page 538 (the "Recombination Plat") and Parcel A is the product of the recombination of former Tax Map Nos. 0005-00-103.08 and 0005-00-103.04 and the split of former Tax Map No. 0005-00-103.01.

0005-00-103.07 Lancaster Real Estate Group
This is Parcel B on the Recombination Plat and it is the product of the recombination of former Tax Map No. 0005-00-103.07 and the split of former Tax Map Nos. 0005-00-103.01 and 0005-00-118.00.

0005-00-103.06 Lancaster Real Estate Group
This is Parcel C on the Recombination Plat and it is the product of the split of former Tax Map No. 0005-00-103.06.

0005-00-118.00 Lancaster Real Estate Group
This is Parcel D on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-118.00 and 0005-00-103.06.

0005-00-107.00 Lancaster Real Estate Group
This is Parcel E on the Recombination Plat and it is the "loop" road identified on the Recombination Plat as Red Ventures Drive, formerly 521 Corporate Center Drive, a 50' public right-of-way recorded with the Register of Deeds for Lancaster County, South Carolina in Deed Book 2006, Page 216.

0005-00-105.00 Lancaster Real Estate Group
This is Parcel F on the Recombination Plant and it is the product of the split of former Tax Map Nos. 0005-00-103.06, 0005-00-118.00, 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00.

0005-00-106.00 Lancaster Real Estate Group
This is Parcel G on the Recombination Plat and it is the product of the split of former Tax Map Nos. 0005-00-105.00, 0005-00-106.00, and 0005-00-107.00 and the recombination of former Tax Map Nos. 0005-00-108.00, 0008-00-014.00, 0008-00-031.00, and 0008-00-030.00.

G. Properties included pursuant to Lancaster County Ordinance No. 2016-1420, enacted on November 28, 2016, and Chesterfield County Resolution No. 2016-16, enacted on December 7, 2016:

1552 Cedar Pines Lake Road

Tax Map No.	Owner
0063-00-067.00	Central Wire, Inc.

H. Properties included pursuant to Lancaster County Ordinance No. 2016-1426, enacted on December 12, 2016, and Chesterfield County Resolution No. 2016-15, enacted on December 7, 2016:

11632 Harrisburg Road

Tax Map No.	Owner
0002-00-028.00	LTRR Realty, LLC

I. Properties included pursuant to Lancaster County Ordinance No. 2017-1481, enacted on December 14, 2017, and Chesterfield County Resolution No. 2018-01, enacted on January 3, 2018:

2213 Industrial Park Road

Tax Map No.	Owner
0045-00-027.00	Golden Spike, LLC

J. Properties included pursuant to Lancaster County Ordinance No. 2018-1530, enacted on August 27, 2018, and Chesterfield County Resolution No. 2018-05, enacted on August 1, 2018:

1312 Camp Creek Road

Tax Map No.	Owner
0068F-08-006.00	Golden Spike, LLC

K. Properties included pursuant to Lancaster County Ordinance No. 2019-1579, enacted on April 8, 2019, and Chesterfield County Resolution No. 2019-04, enacted on June 5, 2019:

1345 Colony Road

Tax Map No.	Owner
0059-00-071.00	Shem Solar, LLC

Crown Road

Tax Map No.	Owner
0110-00-005.00	Crown Solar Center, LLC

L. Properties included pursuant to Lancaster County Ordinance No. 2020-1694, enacted on November 23, 2020, and Chesterfield County Resolution No. 2020-10, enacted on December 2, 2020:

Macmillan Park Drive (Continental Tire the Americas, Project Dumpling)

Parcel Identification	Owner
0007-00-008.06 (13.49 acres)	ARC CTFTMSC001 LLC
0007-00-008.07 (41.58 acres)	Continental Tire the Americas, LLC
0007-00-008.04 (0.13 acres)	Lancaster County Water & Sewer

Overhill Drive (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-001.00 (0.34 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

105 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-002.00 (0.80 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

117 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-003.00 (0.47 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

133 Cedarbrook Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0A-004.00 (1.00 acre)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Parcel Identification No. 0005-00-106.04.

126 Fairview Road (Red Ventures, First Amendment)

Parcel Identification	Owner
0008B-0B-003.00 (0.80 acres)	Lancaster Real Estate Group

This Parcel Identification number is the former number. The parcel is now a portion of Opportunity Drive and Parcel Identification No. 0005-00-106.06.

406 Potts Lane (Red Ventures, First Amendment)

Parcel Identification	Owner
0005-00-106.01 (portion of) (1.00 acre)	Lancaster Real Estate Group

The former Parcel Identification number for this parcel was 0005-00-110.01. The parcel is also identified as Lot A, Plat Book 2000 at Page 143 and Tract 2, Plat Book 2018 at Page 540, and as 3000 Soba Court.

Yarborough Road (Rembe, Project Boom)

Parcel Identification	Owner
0007-00-025.12 (5.78 acres)	Rembe Real Estate America LLC

182 Spice Road (McClancy Seasoning, Project Strawberry)

Parcel Identification	Owner
0010-00-001.00 (21.36 acres)	NBI Investments III LLC

8746 Charlotte Highway (McClancy Seasoning, Project Strawberry)

Parcel Identification	Owner
0010-00-029.03 (19.02 acres)	NBI Investments II LLC

3000 Worldreach Drive (Crossridge Center, Project CR)

Parcel Identification	Owner
0010-00-059.00 (portion of) (7.465 acres)	The Inspirational Network

The portion of Parcel Identification No. 0010-00-059.00 is more specifically identified as New Parcel, Lot 2, containing 7.465 acres on the Minor Subdivision Plat of Parcel No. 0010-00-059.00 for Inspiration Network, Inc., Plat Book 2020, Page 669, recorded in the Register of Deeds Office for Lancaster County on October 21, 2020.

Yarborough Road (Proplastics Designs / Clickfold Holdings. Project Pistachio)

Parcel Identification	Owner
0007-00-025.04 (2.01 acres)	Proplastic Designs, Inc.

234 Grace Avenue (Scientex Phoenix, Project Melon)

Parcel Identification	Owner
0083-00-007.04 (15.46 acres)	Scientex Phoenix LLC

END OF EXHIBIT A (LANCASTER COUNTY) -- LANCASTER COUNTY PROPERTY
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EXHIBIT B (Chesterfield County)
Chesterfield County Property

755 State Road S-13-680

Tax Map No.	Owner
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

Tax Map No.	Owner
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

Tax Map No.	Owner
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

Tax Map No.	Owner
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

Tax Map No.	Owner
32-7	Conbraco Industries, Inc.

3.14 acres, Hwy. 1

Tax Map No.	Owner
259-11-4-2	Carolina Canners, Inc.

Andrew Bloomfield Home Place

Tax Map No.	Owner
259-11-4-1	Carolina Canners, Inc.

14.94 acres, U.S. Highway 52

Tax Map No.	Owner
259-11-4-3	Carolina Canners, Inc.

S. C. Highway 9

Tax Map No.	Owner
258-14-4-1	Highland Industries, Inc.

North of Evans Row Road

Tax Map No.	Owner
259-12-4-7	Schaeffler Group

S.C. Highway S-13-388 and Oak Street

Tax Map No.	Owner
259-1	Schaeffler Group

22.84 Acres West of Town of Cheraw

Tax Map No.	Owner
244-10	Schaeffler Group

South Pine Street

Tax Map No.	Owner
31-11-1-5 and 31-11-1-14	Sun Recycling, Inc.

400 Inglis Road

Tax Map No.	Owner
259-7-8-2	Carolina Packaging, Inc.

U.S. Highway 1, Northeast of Town of McBee

Tax Map No.	Owner
120-1, 120-12 and 120-14	A.O. Smith Corporation

98.84 acres, East side of S.C. Road S-13-172

Tax Map No.	Owner
145-50	Talley Metal Technologies, LLC

100 Stanley Road

Tax Map No.	Owner
272-9-1-5	The Stanley Works

70 Carolinas Centre Lane South

Tax Map No.	Owner
Portion of 208-84	US Stevia, LLC

Carolinas Centre Industrial Park

Tax Map No.	Owner
208-15, 208-171, remainder of 208-84	Town of Cheraw and Town of Chesterfield

Properties included pursuant to Chesterfield County Ordinance No. 17-18-08 enacted on April 4, 2018; Chesterfield County Ordinance No. 18-19-06 enacted on September 5, 2018; Chesterfield County Ordinance No. 19-20-05 enacted on August 14, 2019; Chesterfield County Ordinance No. 19-20-13 enacted on December 30, 2019; Chesterfield County Ordinance No. 20-21-12 enacted on October 7, 2020; and Chesterfield County Ordinance No. 20-21-18 enacted on December 2, 2020, and Lancaster County Resolution Number 1126-R2020, enacted on December 14, 2020:

70 Carolinas Centre Lane South

Tax Map No.	Owner
208-182 (formerly portion of 208-84)	US Stevia, LLC

Carolinas Centre Industrial Park, Hwy 9

Tax Map Nos.	Owner
208-15, 208-171, 208-84	Town of Cheraw and Town of Chesterfield

2203 U.S. 601

Tax Map No.	Owner
19-95	Pageland Property, LLC

2243 West Boulevard

Tax Map No.	Owner
170-103	Kershner Properties, LLC

23036 Hwy 9, Mt. Croghan

Tax Map No.	Owner
83-1	Douglas Machine Shop, Inc.

West side of Highway 151

Tax Map No.	Owner
32-173	Designer Construction Corporation d/b/a Axhoj Enterprises

West side of Highway 601 North

Tax Map No.	Owner
19-38 and 30-1	County of Chesterfield

END OF EXHIBIT B (CHESTERFIELD COUNTY) – CHESTERFIELD COUNTY PROPERTY
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STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1778**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, EXHIBITS UPDATED THROUGH DECEMBER 14, 2020, SO AS TO FURTHER UPDATE THE EXHIBITS BY ADDING PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC.; BOWERS FIBERS, INC.; VI REAL ESTATE, INC. - VOCO AMERICA, INC.).

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement");

(3) Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

(4) Exhibit A (Lancaster County) and Exhibit B (Chesterfield County) of the Amended and Restated Park Agreement have been updated periodically to reflect the addition of various properties to the Amended and Restated Park Agreement;

(5) the County has committed itself to include various other properties in the Amended and Restated Park Agreement; and

(6) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/M. Properties included pursuant to Lancaster County Ordinance No. 2021-1778, enacted on December 13, 2021, and Chesterfield County Resolution No. 2021-__, enacted on December 1, 2021:

Pageland Highway / Sunshine Road (Accutrex Products, Inc.)
(Effective at the beginning of the calendar day January 1, 2022)

Parcel Identification	Owner
0069-00-094.00 (8.23 acres)	Accutrex Products, Inc. Precision Parts Division
0069-00-095.00 (0.71 acres)	Accutrex Products, Inc.
0069-00-095.02 (4.80 acres)	Accutrex Products, Inc.
0069-00-107.00 (4.10 acres)	Accutrex Products, Inc. Precision Parts Division

3577 Chester Highway (Bowers Fibers, Inc.)

Parcel Identification	Owner
0066-00-032.00 (51.99 acres)	Bowers Fibers, Inc.

Rosemont Drive (VI Real Estate, Inc. – VOCO America, Inc.)

Parcel Identification	Owner
0006-00-085.04 (1.623 acres)	VI Real Estate, Inc./

Section 3. Preparation of Park Agreement with updated exhibit.

When Chesterfield County has passed a resolution approving the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) updated as set forth in Section 2 of this ordinance. A copy of the Amended and Restated Park Agreement with an updated Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 4. **Conflicting provisions.**

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

Section 5. **Severability.**

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

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO TO ORDAINED

Dated this ___ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1779
Contact Person / Sponsor: John DuBose / County Attorney
Department: Administration
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
In 2012, Lancaster County Council approved Resolution No. 780 (Inducement Resolution), Ordinance No. 1169, and a Fee in Lieu of Tax and Incentive Agreement, all of which stated the commitment of Lancaster County to place certain property of Accutrex Products Inc. Precision Parts Division ("Accutrex") in a multi-county park and to maintain the multi-county park status during the term of an accompanying Fee in Lieu of Tax and Incentive Agreement, which was set at thirty (30) years for each annual increment of investment by Accutrex. Lancaster County fulfilled its commitment to Accutrex by entering into a multi-county park agreement with Chesterfield County. More specifically, Lancaster County, by passage of Ordinance No. 1168, and Chesterfield County, by passage of Ordinance No. 12-13-07, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement").

The 2012 Multi-County Park (MCP) Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County: (*i*) Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road.

In 2021, Lancaster County approved a Fee Agreement for Accutrex's proposed investment of approximately $3,316,000 in real and personal property and the creation of five new full-time jobs. See Resolution No. 1142-R2021 (Inducement Resolution), Ordinance No. 2021-1719 and accompanying Fee Agreement. Like the 2012 incentive arrangement, the 2021 arrangements included the County's commitments to provide multi-county park status for the properties on which the 2021 project would be located. The 2021 project is expected to be located on four parcels – the two parcels identified in the 2012 MCP Agreement and two additional parcels which do not have multi-county park status. The two additional parcels are identified as follows: (*i*) Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway.

Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the 2012 Multi-County Park Agreement and placing all of the Accutrex property in the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The placement of the Accutrex properties into the Master MCP Agreement will be accomplished by separate action in the annual update of the Master MCP Agreement.

The reason for cleaning up the multi-county park status is the administrative problems that arise when a project is split among multiple multi-county parks. The company, as well as County tax officials, would have to maintain two sets of books for the project and develop a methodology for allocating project costs between the two multi-county parks. In addition, termination of the 2012 Multi-County Park Agreement eliminates one of the stand-alone multi-county park agreements that County tax officials have to administer. Because the 2012 Multi-County Park Agreement is with Chesterfield County, as is the Master MCP Agreement, there will be no effect on the distribution or allocation of MCP revenue between the two counties.

It is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement.

The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county."

It is the purpose of this ordinance to provide for the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

Points to Consider:
The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county." Both Lancaster County and Chesterfield County are asked to approve an ordinance that, among other things:

- Approves the termination of the 2012 Multi-County Park Agreement;
- Makes the termination effective on December 31, 2021;
- Authorizes County officials to execute and deliver a written agreement; and
- Approves a written agreement between the two counties to terminate the 2012 MCP Agreement. The written agreement:
    - Terminates the 2012 MCP Agreement effective at the end of the calendar day on December 31, 2021;
    - Provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021; and
    - Releases each county from the other county for all claims arising from the creation, administration, and termination of the 2012 MCP Agreement.

Funding and Liability Factors:
The agreement provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021.

Council Options:
Approve or disapprove the Ordinance.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum from Mike Ey regarding the Termination of the 2012 Accutrex Multi-County Park Agreement	10/25/2021	Backup Material
Ordinance 2021-1779	10/25/2021	Ordinance
Exhibit A to Ordinance 2021-1779 - Written Agreement to Terminate Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division)	10/25/2021	Agreement
Execution Copy of the 2012 Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division)	10/25/2021	Agreement
Copy of Lancaster County Ordinance 1168	10/25/2021	Backup Material
Copy of Chesterfield County Ordinance 12-13-07	10/25/2021	Backup Material

MEMORANDUM

TO: John K. Dubose, III
Jamie Gilbert
Sherrie Simpson

FROM: J. Michael Ey

DATE: October 18, 2021

RE: Termination of 2012 Accutrex Multi-County Park Agreement

In 2012, Lancaster County Council approved Resolution No. 780 (Inducement Resolution), Ordinance No. 1169, and a Fee in Lieu of Tax and Incentive Agreement, all of which stated the commitment of Lancaster County to place certain property of Accutrex Products Inc. Precision Parts Division ("Accutrex") in a multi-county park and to maintain the multi-county park status during the term of an accompanying Fee in Lieu of Tax and Incentive Agreement, which was set at thirty (30) years for each annual increment of investment by Accutrex. Lancaster County fulfilled its commitment to Accutrex by entering into a multi-county park agreement with Chesterfield County. More specifically, Lancaster County, by passage of Ordinance No. 1168, and Chesterfield County, by passage of Ordinance No. 12-13-07, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement").

The 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County: (*i*) Parcel Identification No. 0069-00-094.00, 8.239 acres, 2077 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-107.00, 4.1 acres, 1968 Sunshine Road.[1]

In 2021, Lancaster County approved a Fee Agreement for Accutrex's proposed investment of approximately $3,316,000 in real and personal property and the creation of five new full-time jobs. See Resolution No. 1142-R2021 (Inducement Resolution), Ordinance No. 2021-1719 and accompanying Fee Agreement. Like the 2012 incentive arrangement, the 2021 arrangements included the County's commitments to provide multi-county park status for the properties on which the 2021 project would be located. The 2021 project is expected to be located on four parcels – the two parcels identified in the 2012 MCP Agreement and two additional parcels which do not have multi-county park status. The two additional parcels are identified as follows: (*i*)

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[1] In 2012 and for several years prior to that date, the policy of Lancaster County was to enter into separate or "stand-alone" multi-county park agreements for each economic development project. Chesterfield County was the preferred county to partner with on multi-county park agreements. By 2013, it had become apparent that stand-alone arrangements were administratively burdensome and the decision was made to use a "master multi-county agreement" approach.

Parcel Identification No. 0069-00-095.00, 0.71 acres, 2145 Pageland Highway; and (*ii*) Parcel Identification No. 0069-00-095.02, 4.802 acres, Pageland Highway.

Council is being asked to "clean-up" the Accutrex property multi-county park status by terminating the 2012 Multi-County Park Agreement and placing all of the Accutrex property in the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Originally Dated as of December 9, 2013 and Effective July 1, 2014, Amended and Restated as of November 9, 2015 (Exhibits Updated Through December 14, 2020) (the "Master MCP Agreement"). The placement of the Accutrex properties into the Master MCP Agreement will be accomplished by separate action in the annual update of the Master MCP Agreement.

The reason for cleaning up the multi-county park status is the administrative problems that arise when a project is split among multiple multi-county parks. The company, as well as County tax officials, would have to maintain two sets of books for the project and develop a methodology for allocating project costs between the two multi-county parks. In addition, termination of the 2012 Multi-County Park Agreement eliminates one of the stand-alone multi-county park agreements that County tax officials have to administer. Because the 2012 Multi-County Park Agreement is with Chesterfield County, as is the Master MCP Agreement, there will be no effect on the distribution or allocation of MCP revenue between the two counties.

The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county." Both Lancaster County and Chesterfield County are asked to approve an ordinance that, among other things:

- Approves the termination of the 2012 Multi-County Park Agreement;
- Makes the termination effective on December 31, 2021;
- Approves a written agreement between the two counties to terminate the 2012 MCP Agreement. The written agreement:
  - Terminates the 2012 MCP Agreement effective at the end of the calendar day on December 31, 2021;
  - Provides for the distribution and sharing of revenues under the 2012 MCP Agreement through the end of December 31, 2021; and
  - Releases each county from the other county for all claims arising from the creation, administration, and termination of the 2012 MCP Agreement; and
- Authorizes County officials to execute and deliver the written agreement.

Accutrex has approved the change in multi-county parks.[2]

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[2] Section 3.04(B) of the 2021 Fee Agreement provides that:

> [Accutrex] acknowledges that the County intends to place all of the Land in the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina. [Accutrex] agrees to cooperate with the County in terminating the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012, by and between the County and Chesterfield County, South Carolina. [Accutrex] consents to the termination of the

Attachments:

(1) Lancaster County Ordinance No. 2021-1779, terminating 2012 MCP Agreement

(2) Chesterfield County Ordinance terminating 2012 MCP Agreement

(3) Written Agreement to Terminate Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012

(4) Lancaster County Ordinance No. 1168, approving 2012 MCP Agreement

(5) Chesterfield County Ordinance No. 12-13-07, approving 2012 MCP Agreement

(6) Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement")

November 7, 2012 Multi-County Park and waives its right to receive notices of termination or notice of the diminution of the boundaries of the November 7, 2012 Multi-County Park.

STATE OF SOUTH CAROLINA	**)**	
	)	**ORDINANCE NO. 2021-1779**
COUNTY OF LANCASTER	**)**	

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE TERMINATION OF THE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION), BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY.

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

Section 1. Findings and Determinations; Purpose.

A. Council finds and determines that:

1. Chesterfield County, South Carolina ("Chesterfield County"), by passage of Ordinance No. 12-13-07, and Lancaster County, South Carolina ("Lancaster County"), by passage of Ordinance No. 1168, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division) (the "Multi-County Park" or "MCP"), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement");

2. The 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County;

3. Lancaster County and Chesterfield County are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a multi-county park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Master Park Agreement");

4. Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Master Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

5. It is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement; and

6. The 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county."

B. It is the purpose of this ordinance to provide for the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

Section 2. Termination of 2012 Multi-County Park Agreement.

A. Council authorizes and approves the termination of the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021.

B. The Council Chair and Council Secretary are each authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver the Written Agreement to Terminate the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), attached to this ordinance as Exhibit A (the "Written Agreement"). The Clerk to Council is authorized to attest the execution of the Written Agreement by the County officials. All terms, provisions and conditions of the Written Agreement are incorporated into this ordinance as if the Written Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Written Agreement and all of its terms, provisions and conditions. The Written Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Written Agreement.

Section 3. Authority to Act.

The Council Chair, Council Secretary and Clerk to Council, the County Administrator, County Finance Director and any other appropriate County official is each authorized to take such actions as may be necessary to effectuate the purposes of this ordinance.

Section 4. 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 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO TO ORDAINED

Dated this ___ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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<u>Exhibit A</u> to Ordinance No. 2021-1779

Written Agreement to Terminate
Agreement for the Development of a Joint Industrial and Business Park
(Accutrex Products, Inc. Precision Parts Division)

See attached.

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STATE OF SOUTH CAROLINA	**)**	**WRITTEN AGREEMENT TO TERMINATE**
	)	**AGREEMENT FOR THE DEVELOPMENT**
COUNTY OF CHESTERFIELD	**)**	**OF A**
	)	**JOINT INDUSTRIAL AND BUSINESS PARK**
COUNTY OF LANCASTER	**)**	**(ACCUTREX PRODUCTS, INC.**
	)	**PRECISION PARTS DIVISION)**

This **WRITTEN AGREEMENT TO TERMINATE AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)**(the "Written Agreement"), dated as of _____, 2021, is between **LANCASTER COUNTY, SOUTH CAROLINA** ("Lancaster County") and **CHESTERFIELD COUNTY, SOUTH CAROLINA** ("Chesterfield County" together with Lancaster County, "Counties"), each a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Chesterfield County, South Carolina ("Chesterfield County"), by passage of Ordinance No. 12-13-07, and Lancaster County, South Carolina ("Lancaster County"), by passage of Ordinance No. 1168, authorized and approved the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division) (the "Multi-County Park" or "MCP"), dated November 7, 2012 (the "2012 Multi-County Park Agreement" or "2012 MCP Agreement");

WHEREAS, the 2012 Multi-County Park Agreement applies solely to the property of Accutrex Products, Inc. Precision Parts Division, all located in Lancaster County;

WHEREAS, Lancaster County and Chesterfield County are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a multi-county park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Master Park Agreement");

WHEREAS, Lancaster County, pursuant to Ordinance No. 2015-1352 enacted by Lancaster County Council on November 9, 2015, and Chesterfield County, pursuant to Ordinance No. 14-15-20 enacted by Chesterfield County Council on November 4, 2015, amended and restated the Master Park Agreement by authorizing and approving an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement");

WHEREAS, Lancaster County has determined that it is in the best interests of Lancaster County to terminate the 2012 Multi-County Park Agreement so that the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, can be placed into the Amended and Restated Park Agreement;

WHEREAS, the 2012 Multi-County Park Agreement provides in paragraph 11 that the two counties may terminate the 2012 Multi-County Park Agreement "upon approval of an ordinance to that effect by the governing body of each county";

WHEREAS, Chesterfield County, by enactment of Ordinance No. 2021-__-__, and Lancaster County, by enactment of Ordinance No. 2021-1779, have approved the termination of the 2012 Multi-County Park Agreement; and

WHEREAS, it is the purpose of this Written Agreement to terminate the 2012 Multi-County Park Agreement, effective at the end of the calendar day on December 31, 2021 ("Effective Date").

NOW, THEREFORE, in consideration of the foregoing recitals, and other lawful consideration, and the respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Lancaster County and Chesterfield County agree as follows:

SECTION 1. Termination. The 2012 Multi-County Park Agreement is terminated as of the Effective Date.

SECTION 2. Final Distributions. Revenues collected through the Effective Date from the fee-in-lieu of tax imposed on the real and personal property located in the Multi-County Park ("Property") shall be shared and distributed pursuant to the terms of the 2012 MCP Agreement. The obligation of the Counties to share and distribute revenues collected through the Effective Date pursuant to the terms of the 2012 MCP Agreement survives the termination of the 2012 MCP Agreement. No revenues collected after the Effective Date shall be shared pursuant to the terms of the 2012 MCP Agreement.

SECTION 3. Multi-County Park Status of Property. (a) As of the Effective Date, the Multi-County Park is terminated.

(b) As of the Effective Date, the property located in the Multi-County Park and having *situs* in Lancaster County ("Lancaster Property") is no longer included in the Multi-County Park. Unless otherwise provided by ordinance of Lancaster County, the Lancaster Property is not included in any multi-county park jointly developed by Lancaster County and a contiguous county and the Lancaster Property is subject to *ad valorem* tax as of the Effective Date. Chesterfield County and Lancaster County acknowledge the intention to place the property of Accutrex Products, Inc. Precision Products, Inc., by separate ordinance and proceedings, into the Amended and Restated Park Agreement;

SECTION 4. Release of Claims. (a) Lancaster County releases Chesterfield County from all claims, including claims for revenue generated by the Property after the Effective Date, arising from the creation, administration and termination of the MCP and 2012 Multi-County Park Agreement.

(b) Chesterfield County releases Lancaster County from all claims, including claims for revenue generated by the Property after the Effective Date, arising from the creation, administration and termination of the MCP and 2012 Multi-County Park Agreement.

SECTION 5. Counterpart Execution. This Written Agreement 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.

SIGNATURES FOLLOW ON NEXT PAGE.
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WITNESS our hands and seal as of the date first above written.

CHESTERFIELD COUNTY, SOUTH CAROLINA

_____
Al Johnson
Chair, County Council

(SEAL)

ATTEST:

_____
Betty M. Boswell
Clerk to Council

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

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STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)
	)	
COUNTY OF LANCASTER	)	
	)	
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the 7th day of November, 2012, by and between Lancaster County and Chesterfield County.

WITNESSETH:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 12-13-07, adopted by Chesterfield County Council on November 7, 2012, and Ordinance No. 1168 adopted by Lancaster County Council on September 24, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

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

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

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

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

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

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

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

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

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

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

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

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

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

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to Council

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10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

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

LANCASTER COUNTY, SOUTH CAROLINA

_____
Kathy G. Sistare, Chair, County Council

_____
D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____
Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____
J. Matthews River, Chairman, County Council

ATTEST:

Susie Boswell

_____
Susie Boswell, Clerk to Council

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EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

INSERT TAX MAP NUMBERS

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EXHIBIT B

Chesterfield County Property

NONE

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 1168

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY WITH PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN LANCASTER COUNTY.

FILED CLERK OF COURT LANCASTER, SC SEP 21 P 12:

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

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

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

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Chesterfield County for properties located in Lancaster County and Chesterfield County (the "Park"). The Park property in Lancaster County is the Accutrex Products, Inc. Precision Parts Division property. No Park property is initially included in Chesterfield County.

Section 2. Approval of Park Agreement; Authority of Officials.

The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Lancaster County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Chesterfield County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County officials. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Lancaster County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Lancaster County. That portion of such

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

Section 4. Applicable Ordinances and Regulations.

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

Section 5. Law Enforcement Jurisdiction.

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

Section 6. Distribution of Revenue.

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

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

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

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

(b) Notwithstanding any other provision of this section:

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

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

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

Section 7. Conflicting Provisions.

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

Section 8. Severability.

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

Section 9. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 24th day of September, 2012.

LANCASTER COUNTY, SOUTH CAROLINA

Kathy G. Sistare, Chair, County Council

D.W. "Cotton" Cole, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Public Hearing:	September 24, 2012
First Reading:	August 27, 2012
Second Reading:	September 10, 2012
Third Reading:	September 24, 2012

Approved as to form:

County Attorney

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Exhibit A to Ordinance No. 1168

Agreement for the Development
of a
Joint Industrial and Business Park
(Chesterfield County and Lancaster County)
Accutrex Products, Inc. Precision Parts Division Property

See attached.

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STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT
	)	OF A JOINT INDUSTRIAL
	)	AND BUSINESS PARK
COUNTY OF LANCASTER	)	(ACCUTREX PRODUCTS, INC.
	)	PRECISION PARTS DIVISION)
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the ____ day of September 2012, by and between Lancaster County and Chesterfield County.

W I T N E S S E T H:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. _____, adopted by Chesterfield County Council on _____, 20__, and Ordinance No. ____ adopted by Lancaster County Council on September ___, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

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

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

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

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

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

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

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

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

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

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

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

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

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

LANCASTER COUNTY, SOUTH CAROLINA

_____

Kathy G. Sistare, Chair, County Council

_____

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____

Chair, County Council

ATTEST:

_____

Clerk to Council

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EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

INSERT TAX MAP NUMBERS

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EXHIBIT B

Chesterfield County Property

NONE

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A True Copy Attest
Faye S. Sellers
CLERK OF COURT C.P. & G.S.
CHESTERFIELD S.C.

COPY

201260000025
Filed for Record in
CHESTERFIELD SC
FAYE SELLERS, CLERK OF COURT
11-15-2012 At 11:35:19 am.
ORDINANCE .00

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHESTERFIELD)

ORDINANCE NO.12-13-07
Volume_____ Page_____

AN ORDINANCE

TO AUTHORIZE AND APPROVE AN AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK BY AND BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY WITH PROPERTY LOCATED IN LANCASTER COUNTY (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO APPLY ZONING AND OTHER LAWS IN THE PARK; TO PROVIDE FOR LAW ENFORCEMENT JURISDICTION IN THE PARK; AND TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN CHESTERFIELD COUNTY.

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) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks"); and

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

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Lancaster County for properties located in Chesterfield County and Lancaster County (the "Park"). The Park property in Lancaster County is the Accutrex Products, Inc. Precision Parts Division property. No Park property is initially included in Chesterfield County.

Section 2. Approval of Park Agreement; Authority of Officials.

The Council Chair and the Council Secretary are authorized, empowered and directed, in the name of and on behalf of Chesterfield County, to execute, acknowledge, and deliver an Agreement for the Development of a Joint Industrial and Business Park with Lancaster County (the "Agreement"). The Clerk to Council is authorized to attest the execution of the Agreement by the County officials. The form of the Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Agreement are incorporated into this ordinance as if the Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, County Council approves the Agreement and all of its terms, provisions and conditions. The Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair and Council Secretary determine, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses or industries located in the Park must pay a fee in lieu of ad valorem taxes as provided for in the Agreement. With respect to properties located in the Chesterfield County portion of the Park, the fee paid in lieu of ad valorem taxes shall be paid to the Treasurer of Chesterfield County. That portion of

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

Section 4. Applicable Ordinances and Regulations.

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

Section 5. Law Enforcement Jurisdiction.

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

Section 6. Distribution of Revenue.

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

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

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

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

(b) Notwithstanding any other provision of this section:

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

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

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

Section 7. Conflicting Provisions.

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

Section 8. Severability.

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

Section 9. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 7th day of November, 2012.

CHESTERFIELD COUNTY, SOUTH CAROLINA

J. Matthews River, Chairman, County Council

ATTEST:

Susie Boswell

Susie Boswell, Clerk to Council

County Council Public Hearing:	November 7, 2012
First Reading:	September 5, 2012
Second Reading:	October 3, 2012
Third Reading:	November 7, 2012

Approved as to form:

County Attorney

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Exhibit A to Ordinance No. 1122

Agreement for the Development
of a
Joint Industrial and Business Park
(Lancaster County and Chesterfield County)
Accutrex Products, Inc. Precision Parts Division Property

See attached.

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STATE OF SOUTH CAROLINA	)	AGREEMENT FOR THE DEVELOPMENT OF A JOINT INDUSTRIAL AND BUSINESS PARK (ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION)
	)	
	)	
COUNTY OF LANCASTER	)	
	)	
COUNTY OF CHESTERFIELD	)	

This multi-county park agreement applies to the following property in Lancaster County: the Accutrex Products, Inc. Precision Parts Division property (approximately 12.35 acres).

This multi-county park agreement does not initially apply to any property in Chesterfield County.

More specific information on the property may be found in the body of this agreement and in the exhibits.

This AGREEMENT for the development of a joint industrial and business park to be located within Lancaster County and Chesterfield County is made and entered into as of the ____ day of November 2012, by and between Lancaster County and Chesterfield County.

WITNESSETH:

WHEREAS, Lancaster County, South Carolina ("Lancaster County") and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 12-13-07, adopted by Chesterfield County Council on November 7, 2012, and Ordinance No. 1122 adopted by Lancaster County Council on November ___, 2012 (collectively, the "Enabling Ordinances"), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Lancaster County and in Chesterfield County a Joint County Industrial and Business Park (the "Park"), to be located upon property described in Exhibit A hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation pursuant to article VIII, section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption;

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Lancaster County and Chesterfield County, and their successors and assigns.

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded

indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the "Code") satisfies the conditions imposed by article VIII, section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of property located in Lancaster County, as further identified in Exhibit A (Lancaster) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the County Councils of both Lancaster County and Chesterfield County. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Lancaster) or Exhibit B (Chesterfield), as the case may be, which shall contain a legal description of the boundaries of the Park, as enlarged or diminished, together with a copy of the ordinances of Lancaster County Council and Chesterfield County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Lancaster County Council and by Chesterfield County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Lancaster County Council and by Chesterfield County Council. Notice of such public hearings shall be published in newspapers of general circulation in Lancaster County and Chesterfield County, respectively, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any real property which would be excluded from the Park by virtue of the diminution.

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

5. Allocation of Expenses. Lancaster County and Chesterfield County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

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

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

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

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

6. Allocation of Revenues. Lancaster County and Chesterfield County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of ad valorem property taxes in the following proportions:

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

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

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

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

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees in lieu of ad valorem property taxes shall be distributed to Lancaster County and to Chesterfield County, as the case may be, according to the proportions established by Paragraph 6 of this agreement. With respect to revenues allocable to Lancaster County or Chesterfield County by way of fees in lieu of taxes generated within its own County (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year by a taxing entity, the governing body of such taxing entity shall allocate the revenues received to operations and/or debt service of such entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Lancaster County by way of fees in lieu of taxes generated within Chesterfield County shall be distributed solely to Lancaster County. Revenues allocated to Chesterfield County by way of fees in lieu of taxes generated within Lancaster County shall be distributed solely to Chesterfield County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Lancaster County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as may be amended from time to time ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Lancaster County portion of the Park and the terms of such agreements shall be at the sole discretion of Lancaster County. It is further agreed that entry by Chesterfield County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Chesterfield County portion of the Park and the terms of such agreements shall be at the sole discretion of Chesterfield County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Lancaster County and Chesterfield County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Lancaster County and Chesterfield County agree that this Agreement may be terminated only upon approval of an ordinance to that effect by the governing body of each county.

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

LANCASTER COUNTY, SOUTH CAROLINA

_____

Kathy G. Sistare, Chair, County Council

_____

D.W. "Cotton" Cole, Secretary, County Council

(Seal)

ATTEST:

_____

Debbie C. Hardin, Clerk to Council

CHESTERFIELD COUNTY, SOUTH CAROLINA

(SEAL)

_____

J. Matthews River, Chairman, County Council

ATTEST:

_____

Susie Boswell, Clerk to Council

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EXHIBIT A

Lancaster County Property

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROPERTY

PARCEL 1:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 4.10 acres as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar & cap on the southern bound of the 66.00' Right of Way for SC-S-29-307, also known as Sunshine Road, at the northeastern corner of Coastal Real Estate of SC, LLC, thence along and with the southern boundary of the 66.00' Right of Way for SC-S-29-307 S 69°36'41"E - 464.04' to an IPF-3/4" pipe the northwestern corner of Annie B. Brown Property, thence with the northwestern bound of Annie B. Brown property S 20°28'19"W - 445.48' to an IPF-3/4" pipe at the intersection of Annie B. Brown property, and the northeastern boundary corner of Carolyn Massey (Now or Formerly, N/F) thence along the northern boundary of Carolyn Massey N/F N71°24'26"W - 327.92' to an IPF-#5 Rebar at the northwestern corner of Carolyn Massey (N/F) and a 50.00' right of way for Emerald Estates Road that adjoins the property of Coastal Real Estate of SC, LLC, thence with the eastern boundary of the 50.00' Right of way for Emerald Estates Road which runs parallel to the property of Coastal Real Estate of SC, LLC N03'48'54"E-475.52' to an IPF-#5 Rebar, the Point of Beginning (POB).

PARCEL 2:

All that certain piece, parcel, lot of land, being or situate in Lancaster County in the State of South Carolina containing 8.25 Acres being 495.08' from the intersection of the centerlines of SC Highway 9 and SC S-29-307 as shown on plat prepared by Julian E. Saverance, PLS dated January 23, 2006 and more particularly described as follows:

Beginning at an IPF#5 Rebar on the northern bound of the 100.00' Right of Way for SC Highway 9, also known as Pageland Highway, at the southeastern corner of Lancaster County property, thence along and with the eastern boundary of Lancaster County property N14°13'42"W - 333.81' to an IPF – old Leaf Spring, thence turning and running with the southern property boundary of Gyro Inc. & J & L Enterprises N72°35'51"E – 523.45' to a decaying stump of an old hickory tree passing an IPF 1/2" pipe at 2.56', and passing an IPF 1/2" pipe at 77.53'; thence turning and running with the southern boundary property of J & L Enterprises N75°31'57"E - 214.08' to an IPF-1" PIPE near a 1/2" pipe at the northwestern corner of Grady W. Blackmon passing an IPF #4 rebar at 5.67' and an IPF #4 Rebar at 155.77'; thence turning and running with the western boundary of Grady W. Blackmon S14°12'50"E - 596.45' to an IPS #5 Rebar placed on the northern boundary of SC Highway 9 Right of Way where it intersects with Grady W. Blackmon and this property passing an IPF 3/4" pipe at 584.61' and passing an IPF – old axle at 584.96'; thence turning and running with a curve to the right along the northern bound of the 100.00' right of way for SC Highway 9 with the curve of Arclength of 531.34', Chord of N89°10'40" - 530.54', Radius of 2807.16', and delta angle of 10°50'42" to an

IPF 1-1/2" pipe on the northern boundary of the 100.00' Right of Way for SC Highway 9, thence with a curve to the right continuing along the northern boundary of SC Highway 9 right of way with the curve of arclength 243.61', Chord of N81°16'09"W – 243.53', Radius of 2807.16', and delta angle of 4°58'20" to an IPF ½" Rebar, the Point of Beginning (POB).

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EXHIBIT B

Chesterfield County Property

NONE

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Agenda Item Summary

Ordinance # / Resolution #: Odinance 2021-1780 / Planning Case Number: RZ-2021-1951
Contact Person / Sponsor: Ashley Davis / Planning
Department: Planning
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Application by Noel Andrade to rezone 1535 Jordan Street, Lancaster SC (TM 0082M-0N-003.00) from INS (Institutional) to MDR (Medium Density Residential). The house was formerly owned by a church and potentially used as a rectory. The current owner wishes to market it as a residence.

Points to Consider:
The applicant has submitted a request to rezone their property located at 1535 Jordan Street. The request comes as an effort to bring the existing residential structure into compliance with Section 2.5.3, Use Table, of the UDO. According to this section, single family residential uses are not permitted uses in the existing Institutional zoning district. Therefore, the existing house is currently considered a legal non-conforming use, which prohibits expansion or significant modifications to the residence.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning.

Recommendation:
Planning Commission unanimously recommends **approval**.
No public comments from citizens were provided.

Staff also recommended approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1780	11/4/2021	Ordinance
Planning Staff Report	10/12/2021	Planning Staff Report
Exhibit 1: Application	10/12/2021	Exhibit
Exhibit 2: Zoning Map	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1780

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE .65 ACRES OF PROPERTY (TMS# 0082M-0N-003.00), LOCATED AT 1535 JORDAN STREET, LANCASTER, SOUTH CAROLINA, FROM INS, INSTITUTIONAL DISTRICT, TO MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Noel Andrade applied to rezone a parcel of property totaling .65 acres, more or less, located at 1535 Jordan Street, Lancaster, South Carolina, from INS, Institutional District, to MDR, Medium Density Residential District.

(b) On October 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Urban, which corresponds to the Community Type of Walkable Neighborhood with Additional Intensity. The adopted Comprehensive Plan states that the Walkable Neighborhood Community Type "is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development."

The requested MDR District is consistent with the Comprehensive Plan and the character of surrounding properties.

Section 2. Rezoning.

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

Tax Map No. (0082M-0N-003.00)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately .65 acres of property (TM# 0082M-0N-003.00).
PROPERTY LOCATION:	1535 Jordan Street
CURRENT ZONING DISTRICT:	Institutional (INS) District
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District
APPLICANT:	Noel Andrade
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 1535 Jordan Street. The request comes as an effort to bring the existing residential structure into compliance with Section 2.5.3, Use Table, of the UDO. According to this section, single family residential uses are not permitted uses in the existing Institutional zoning district. Therefore, the existing house is currently considered a legal non-conforming use, which prohibits expansion or significant modifications to the residence.

Site Information

The property was purchased by the applicant in 2020. Tax records show the brick home on this property was constructed in 1977. This home and parcel were previously owned by the Church of God of Prophecy.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by MDR, GB and INS zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential
South	Lancaster County	GB	Cauthen Body Shop
East	Lancaster County	GB	Nonconforming Single-Family Residential
West	Lancaster County	INS	Church of God of Prophecy

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned INS District. Pursuant to UDO Chapter 2.3, the INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure.*

The requested MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized by single-family homes tucked behind the businesses fronting on Great Falls Hwy. Given the close proximity to property zoned MDR and the size of this parcel, staff believes that MDR zoning would be compatible in this area.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject property is Urban, which corresponds to the Community Type of Walkable Neighborhood with Additional Intensity. The adopted Comprehensive Plan states that the Walkable Neighborhood Community Type is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Urban Future Land Use Category encompasses the City of Lancaster city limits and includes properties along its periphery. The Walkable Neighborhood with Additional Intensity Community Type is intended to provide a mix of uses within a walkable setting, including various residential types, offices, schools, commercial/retail, and parks.

The requested MDR District is consistent with the Urban Future Land Use category.

Urban: Land Use Considerations		
Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)	Condominium/Apartment
Neighborhood Commercial	Restaurant	Professional Office
Government Building	Church	School
Community Park/Pocket Park	Natural Area	

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is not required for this rezoning request. No improvements are required.

Public Utilities

No additional utilities are required for this request.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:

Looking directly at the subject property.

Looking directly across from the subject property.

Looking south across Alpha Rd.

Looking north along Jordan St.

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone, pursuant to the following findings of fact for RZ-2021-1951:

1. That the subject project consists of parcel TM# 0082M-0N-003.00;
2. That the subject property is currently zoned INS and proposed to be rezoned MDR;
3. That the subject property has a Future Land Use designation of Urban; and
4. That the proposed MDR District is generally consistent with the surrounding area which is comprised of the MDR, GB and INS Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Ashley Davis, Senior Planner
adavis@lancastersc.net | 803-416-9433

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 1535 Jordan Street, Lancaster SC 29720

City Lancaster State SC Zip 29720 Tax Parcel ID 0082M-0N-003.00

Current Zoning Institutional Current Use Currently remodeled to be used as residential

Proposed Zoning Residential Total Acres .65

Project Description

I bought the home on February 17th 2020. thinking it was zoned residential, the real estate agent never explained to me that the home was zoned Institutional, Now I have completely remodeled the home and I was ready to sell it, but my real estate told me that the home needed to be zoned back to residential.

Surrounding Property Description The property is surrounded by home and they are Zoned MDR.

CONTACT INFORMATION

Applicant Name Noel Mejia Andrade

Address 7136 kinley commons lane

City Charlotte State nc Zip 28278 Phone 803-287-4129

Fax _____ Email flormejia588@gmail.com

Property Owner Name Noel Mejia Andrade

Address same as above

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Applicant	Date
Property Owner(s)	08/09/2021 Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

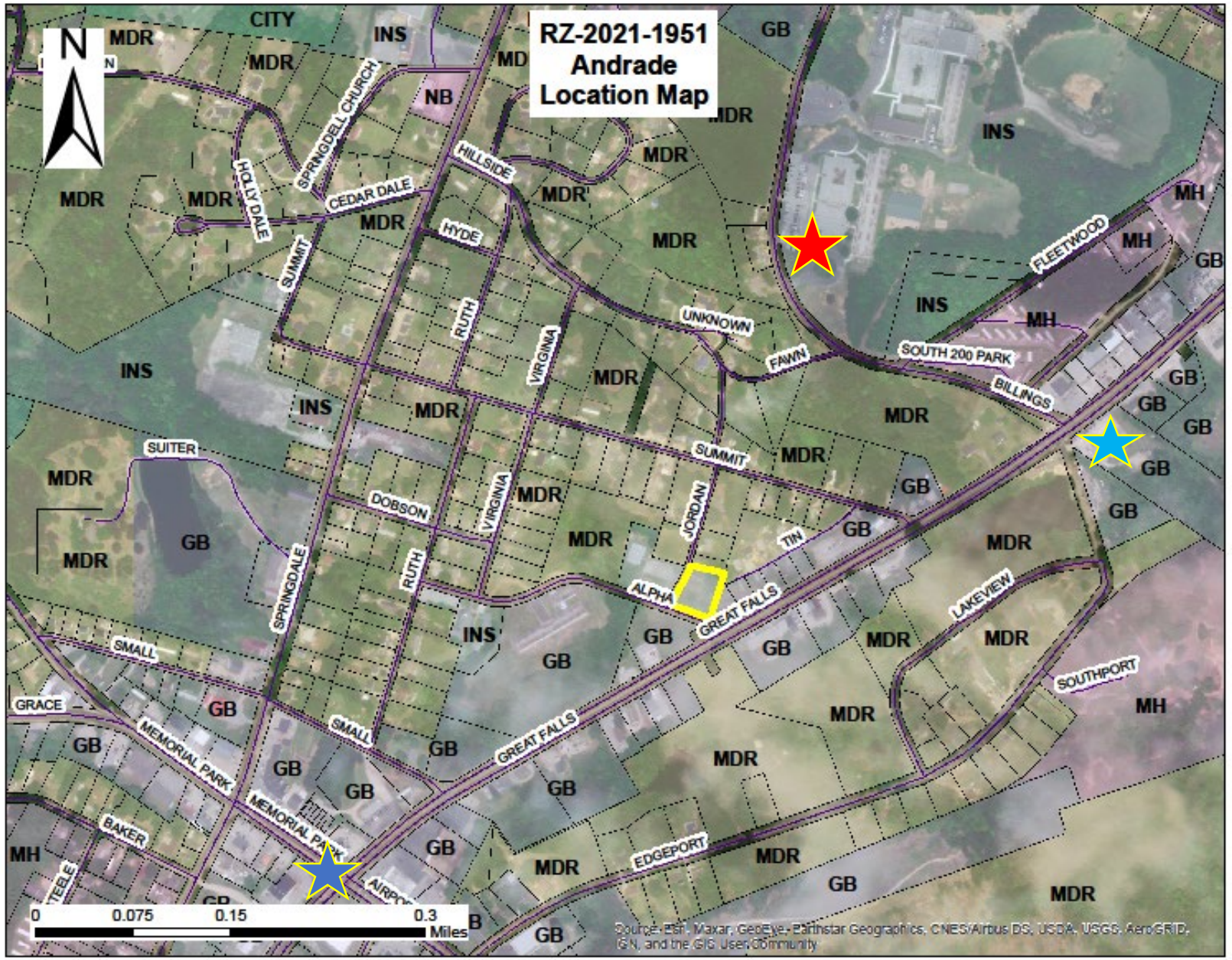
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $435.00
- Rezoning Application Fee – multi parcel $610.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.



Lancaster County
South Carolina

Proposal:
Request to rezone from INS to MDR

Legend:

Subject Property

Intersection of Airport Road and Hwy 200

Brooklyn Springs Elementary

Chandler's Collision Center

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1782 / Planning Case Number: UDO-TA-2021-2121
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Application by His Perfect Love Ministries to amend Unified Development Ordinance Section 5.2.5, Halfway Homes; to increase the maximum number of permitted residents within an individual home.

Points to Consider:
On behalf of their clients, His Perfect Love Ministries, the applicant is proposing to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per home from six to ten, and increase the maximum number of residents per bedroom from one to two.

It is noted that the 2018 International Building Code classifies this use as Residential Group R-4, which establishes occupancy as more than five, but not more than 16 persons. Additionally, an analysis of nearby communities (Greenville County, Richland County, York County, and City of Rock Hill) found similar uses and regulations as proposed.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed text amendment.

Recommendation:
The Planning Commission unanimously voted to recommend **approva**l of the proposed text amendment at their meeting of October 17, 2021. No one from the public spoke in support or opposition to the text amendment.

Staff recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1782	11/4/2021	Ordinance
Staff Report	10/8/2021	Planning Staff Report
Ex 1: Application	10/8/2021	Exhibit
Ex 2: Text Amendment	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1782**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 5.2.5., HALFWAY HOMES, TO INCREASE THE MAXIMUM NUMBER OF RESIDENTS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lawrence J. Shaheen, Jr. made application to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per use from six to ten and increase the maximum number of residents per bedroom from one to two.
(b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(c) Lancaster County Planning Commission considered the proposed text amendment at its meeting on October 19, 2021, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 5.2.5., Halfway Homes, is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

5.2.5 Halfway Homes [GB, INS]

A. **Separation Requirement:** No such use may be located within 2,640 feet (or ½ mile) of a Family Care Home, Residential Care Facility, Boarding or Rooming House, or another such use measured as a straight line on a map.

B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of ~~6~~ 10 residents per use and a maximum of ~~1 resident~~ 2 residents per bedroom.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Amend Unified Development Ordinance Section 5.2.5, Halfway Homes, to increase the maximum number of residents.

APPLICABLE CHAPTER(S): Chapter 5

APPLICANT: Lawrence J. Shaheen, Jr.

PROJECT SUMMARY & PROPOSAL:

On behalf of their clients, His Perfect Love Ministries, the applicant is proposing to amend Chapter 5 of the Unified Development Ordinance (UDO) to increase the maximum number of residents per use from six to ten, and increase the maximum number of residents per bedroom from one to two.

As noted in the cover letter provided with the application, the applicants' client is attempting to establish a new center that would be "dedicated to defeating the scourge of addiction within women" and allow them to be re-integrated into society. The center would house ten women and those women need to be paired together in a bedroom for accountability and continued treatment.

The applicant offers the proposed text amendment attached for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

Staff has no specific objections to either the proposed increase in bedroom occupancy or overall maximum occupancy. Staff would note that the 2018 International Building Code classifies this use as Residential Group R-4, which establishes occupancy as more than five, but not more than 16 persons. Additionally, an analysis of surrounding neighbors found the following similar uses:

JURISDICTION	USE AND REGULATION
Greenville County	*Group Home* - not more than 6 unrelated persons
Richland County	*Group Home* - 9 persons or less, or between 10 and 15 persons
City of Rock Hill	*Group Home* - 20 persons or less, or more than 20 persons
York County	*Community Residence* - up to 5 persons, or up to 15 persons

It should also be noted that the County is currently in the process of updating the UDO and it may be appropriate to study any proposed changes to halfway homes, as well as all other uses, as a part of that process.

STAFF RECOMMENDATION:
Staff recommends **approval** of the proposed text amendment.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:
Robert G. Tefft, Senior Planner
rtefft@lancastersc.net

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NCDRC Certified Mediator – Clerk & Family Financial ◊
Also licensed in South Carolina ♦
Also licensed in Maryland ‡

September 1, 2021

Mr. Rox Burhans
Planning Director
Lancaster County Planning Department
PO Box 1809
101 N. Main St.
Lancaster, SC 29721

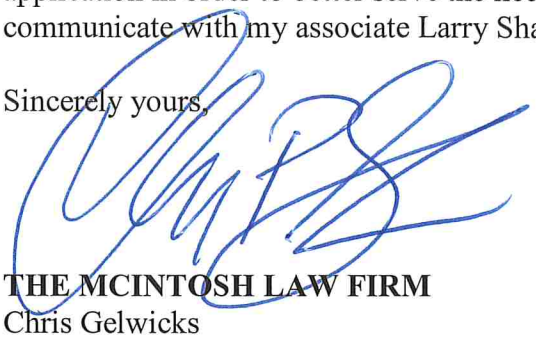
Mr. Burhans,

Please find enclosed the Text Amendment Application and Application Fee for our client His Perfect Love Ministries. His Perfect Love Ministries is a non-profit organization dedicated to defeating the scourge of addiction within women and allowing them to be re-integrated into society with a fresh start and new lease on life. His Perfect Love takes no government money and relies solely on the support of donors who support their mission. You may find out more about the organization by going to HouseOfPearls.org.

Our client has a strong track record of success and is attempting to create a new center in Lancaster. Their targeted location is one that does need this text amendment to be able to get up and running. The center will house six women and the women do need to be paired into a room in order to allow for accountability and continued treatment. My client is committed to following all of the necessary rules and planning regulations for this facility, but seeks only this one change.

We hope you will consider this text amendment and work with us to allow for the passage of this application in order to better serve the needs of the women of Lancaster County. Please communicate with my associate Larry Shaheen, Jr. regarding this matter.

Sincerely yours,



THE MCINTOSH LAW FIRM
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TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 5.2.5 (B) Halfway Homes

Current Text B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of 6 residents per use and a maximum of 1 resident per bedroom.

Proposed Text B. **Maximum Number of Residents:** Halfway Homes shall accommodate a maximum of 12 residents per use and a maximum of 2 residents per bedroom.

Description of Need for Proposed Text **See attached Letter**

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name **His Perfect Love Ministries ATTN: Lawrence J Shaheen Jr.**

Address **PO Box 516**

City **Monroe** State **NC** Zip **28111** Phone **704-892-1699**

Fax **704-892-8664** Email **Larry@McIntoshLawFirm.com**

APPLICATION CERTIFICATIONS

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

Applicant — Date: 8/31/2021

Property Owner(s) — Date: 8-18-21

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

August 18, 2021
Leigh Anne G Neal Notary for South Carolina
Leigh Anne G Neal expires 12/18/2028

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Text Amendment Application Fee - $435.00

2. **Planning Commission**

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

3. **County Council**

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

5.2.5 HALFWAY HOMES [GB, INS]

A. **Separation Requirement**: No such use may be located within 2,640 feet (or ½ mile) of a Family Care Home, Residential Care Facility, Boarding or Rooming House, or another such use measured as a straight line on a map.

B. **Maximum Number of Residents**: Halfway Homes shall accommodate a maximum of ~~6~~ 10 residents per use and a maximum of ~~1 resident~~ 2 residents per bedroom.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1783 / Planning Case Number: UDO-TA-2021-2251
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Application by Lancaster County to amend the Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

Points to Consider:
The County is proposing to amend Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor Overlay (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be reduced to 25-ft. The front building setback will be a minimum of 50-ft. with adoption of the proposed amendment. This will make future utility installations and road widenings along US-521 and SC-160 more feasible.

It is important to note that project vested to an earlier UDO may be developed using smaller setbacks along the highway.

The proposed text amendment also includes language concerning the nonconformity of buildings that have been developed under the current 25-ft setback. Provisions have been proposed allowing for the expansion of those buildings so long as the nonconforming setback is not exacerbated.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed text amendment.

Recommendation:
The Planning Commission unanimously voted to recommend **approval** of the proposed text amendment. No one from the public spoke in favor or in opposition to the text amendment.

Staff also recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1783	11/4/2021	Ordinance
Ex 1: Text Amendment	11/15/2021	Exhibit
Staff Report	10/8/2021	Planning Staff Report

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1783**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 4.3.2., HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO); TO AMEND THE BUILDING PLACEMENT REQUIREMENT RELATIVE TO FRONT SETBACK.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County made application to amend Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be increased to 50'.
(b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(c) Lancaster County Planning Commission considered the proposed text amendment at its meeting on October 19, 2021, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 4.3.2., Highway Corridor Overlay District (HCO), is amended as set forth in "**Exhibit 1**" attached hereto and incorporated herein by reference.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Public Hearing:	November 8, 2021
Second Reading:	November 22, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John DuBose, County Attorney

4.3.2 HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)

The Highway Corridor Overlay District is hereby established and is subject to the following general provisions:

****

F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. Building Placement: All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply~~. When fronting the corridor right-of-way, the front setback for buildings with a commercial district use may be reduced to a minimum of 25 feet~~; however in no instance shall the front setback be less than 50 feet. For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).

b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provides a minimum 25-ft front setback.

~~b~~**c**. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

~~c~~**d**. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

****

PROPOSAL: Amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

APPLICABLE CHAPTER(S): Chapter 4

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:
The County is proposing to amend Chapter 4 of the Unified Development Ordinance (UDO) to remove language within the Highway Corridor Overlay (HCO) District allowing the front setback of buildings fronting on the corridor, and within a commercial district, to be reduced to 25'.

This amendment is being brought forward as a "quick-fix" to the UDO in advance of a more substantive rewrite of the UDO over the next 24 months by the County's consultants in an effort to address a known issue within the HCO relative to the front setback requirement.

The applicant offers the proposed text amendment attached for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:
The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

The removal of the language allowing for the reduced front setback will eliminate the current conflict between existing utilities running along US 521 and the installation of the required perimeter landscape buffer within the narrowed 25' wide corridor. Eliminating this language and retaining the 50' setback already established for the General Business (GB) and Regional Business (RB) Districts will allow for both utilities and landscaping to be accommodated without conflict. This amendment shall also alleviate potential future conflicts regarding the widening of US 521.

Additionally, the proposed text amendment adds language concerning the nonconformity of buildings that have been developed under the current language, and language allowing for the expansion of those buildings so long as any inconsistent setback is not exacerbated.

STAFF RECOMMENDATION:
Staff recommends **approval** of the proposed text amendment.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1785
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Project Arrowhead is a well-established and respected U.S. based advanced manufacturing operation that is considering opening a new Southeast production facility. The operation is expected to employ 106 associates within five years and result in a capital investment of $22 million. Arrowhead has placed a purchase contract on 992 Quality Drive in Lancaster. The building purchase is contingent on no outstanding building or site issues, as well as securing county and state incentives for the project.

The Lancaster County Department of Economic Development (LCDED) has proposed the following county incentives be made available for the project:

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of $9,000,000.

- Extension of the existing FILOT by an additional 18-years.

- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.

- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

This ordinance and amendment assigns the existing 2008 FILOT agreement for 992 Quality Drive to Project Arrowhead and extends the 20-year FILOT by eighteen additional years in order for Arrowhead to receive a 25-year FILOT benefit on the building and land.

Points to Consider:
- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County's manufacturing sector.

- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least $23.00/hour.

- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.

- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.

- Arrowhead is expected to have an annual payroll of $10.4 million.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:

County Council can approve, reject, amend or table the ordinance and amendment.

Recommendation:
LCDED recommends that County Council approve the ordinance for Project Arrowhead.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1785	11/1/2021	Ordinance
Exhibit A to Ordinance 2021-1785 - Assignment And Assumption of Fee In Lieu Of Taxes Agreement	11/1/2021	Exhibit
Exhibit B to Ordinance 2021-1785 - First Amendment to the Fee In Lieu of Tax and Incentive Agreement	11/1/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1785**
COUNTY OF LANCASTER)

AN ORDINANCE

TO CONSENT TO AN ASSIGNMENT OF INTERESTS UNDER AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT TO [PROJECT ARROWHEAD]; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SUCH EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, SO AS TO, AMONG OTHER THINGS, EXTEND ITS TERM.

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

Section 1. Assignment of 2008 Fee Agreement.

A. Council finds and determines that:

1. Lancaster County, South Carolina (the "**County**") entered into a Fee in Lieu of Tax and Incentive Agreement pursuant to the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "**Act**"), with _____, a _____ limited liability company (""), and _____, a _____ corporation (""), dated as of _____ __, 2008 (the "**2008 Fee Agreement**");

2. ___ entered into that certain Assignment and Assumption of Fee in Lieu of Taxes Agreement with _____ and _____, dated on or about _____ __, ____, pertaining to the interest of ___ in and to the 2008 Fee Agreement, which was consented to and ratified by Council, in accordance with Section 12-44-120(D) of the Act, and by passage of Resolution No. ___, dated _____ __, ____;

3. _____ and _____ entered into that certain Assignment and Assumption of Fee in Lieu of Taxes Agreement with _____, dated as of _____ __, ____, pertaining to the interest of _____ and _____ in and to the 2008 Fee Agreement, which was consented to and ratified by Council, in accordance with Section 12-44-120(D) of the Act, and by passage of Resolution No. _____;

4. _____ ("**Assignor**") intends to enter into that certain Assignment and Assumption of Fee-in-Lieu of Taxes Agreement with [PROJECT ARROWHEAD] ("**Assignee**") dated _____ __, 2021, pertaining to the interests of Assignor in and to the 2008 Fee Agreement, a copy of which is set forth in **Exhibit A** attached hereto and incorporated herein (the "**Assignment**"); and

5. The Assignee has requested that the County consent to the Assignment, effective _____ __, 2021, in accordance with Section 12-44-120(D) of the Act.

B. The County consents to the Assignment and the assignments and assumptions set forth therein, and approves Assignee as "sponsor" or "sponsor affiliate" under the 2008 Fee Agreement, as such terms are defined in Section 12-44-30 of the Act and in accordance with Section 12-44-120(D) of the Act, such consent and approval to be effective as of _____ __, 2021.

Section 2. **Amendment of 2008 Fee Agreement.**

A. The Council finds and determines that:

1. Lancaster County, South Carolina (the "**County**") entered into a Fee in Lieu of Tax and Incentive Agreement pursuant to the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "**Act**"), with _____, a _____ ("_"), and _____, a _____ ("_"), dated as of _____, 2008 (the "**2008 Fee Agreement**"), and following the assignments described in Section 1 above, the parties to the 2008 Fee Agreement are the County and _____ (the "**Company**");

2. The 2008 Fee Agreement provides, in part, "[f]or each Phase of the Project . . . annual Negotiated FILOT Payments . . . payable for a consecutive period of up to twenty (20) years";

3. Section 11.9 of the 2008 Fee Agreement provides that the 2008 Fee Agreement may be amended by a writing signed by both parties;

4. [PROJECT ARROWHEAD] has requested the County approve an amendment to the 2008 Fee Agreement that provides for the extension of the period for annual Negotiated FILOT Payments for each Phase of the Project from twenty (20) to thirty-eight (38) years;

5. The extension of the period for annual Negotiated FILOT Payments from twenty (20) to thirty-eight (38) consecutive years is of substantial public benefit because it will facilitate the proposed investments and creation of new full-time jobs by [PROJECT ARROWHEAD]; and

6. It is in the best interest of the County to approve the amendment of the 2008 Fee Agreement so as to provide for annual Negotiated FILOT Payments payable for a consecutive period of thirty-eight (38) years.

B. Subject to the provisions of Section 2.D of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting in the expansion and location of an industrial or commercial facility in the State, the First Amendment to the Fee in Lieu of Tax and Incentive Agreement (the "**First Amendment**") is authorized, ratified, and approved.

C. Council makes the following additional findings ("**Statutory Findings**"):

1. The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

2. The 2008 Fee Agreement, as amended by the First Amendment, 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 and is of substantial public benefit in that it encourages the Company to remain in the County and to make additional investments in the County;

3. The 2008 Fee Agreement, as amended by the First Amendment, 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;

4. The purposes to be accomplished by the 2008 Fee Agreement, as amended by the First Amendment, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

5. The inducement of the retention or expansion of the Company's Project within the County and State is of paramount importance; and

6. The benefits of the Company's Project and the 2008 Fee Agreement, as amended by the First Amendment, to the public will be greater than the costs to the public.

D. The form, terms, and provisions of the First Amendment, attached hereto as **Exhibit B**, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the First Amendment was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the parties to the 2008 Fee Agreement. The First 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 First Amendment attached to this ordinance.

Section 3. Authority to Act.

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

Section 4. Severability.

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

Section 5. 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 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: November 8, 2021
Second Reading: November 22, 2021
Public Hearing: December 13, 2021
Third Reading: December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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<u>Exhibit A</u> to Ordinance No. 2021-1785

Assignment and Assumption
of
Fee in Lieu of Tax and Incentive Agreement

See attached.

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<u>Exhibit B</u> to Ordinance No. 2021-1785

First Amendment
to the
Fee in Lieu of Tax and Incentive Agreement

See attached.

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ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAXES AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAXES AGREEMENT** (this "**Assignment**") is executed to be effective as of the __ day of _____, 2021 by and between _____, a _____ ("**Assignor**"), and a company identified for the time being as **PROJECT ARROWHEAD** ("**Assignee**"), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("**County**").

WITNESSETH:

WHEREAS, Assignor desires to assign all of its right, title and interest under that certain Fee in Lieu of Tax and Incentive Agreement between Assignor (as successor in interest to _____ and _____ by assignment), the County, and _____, dated _____, 2008, a copy of which is attached hereto and made part hereof as Exhibit A (hereafter, collectively, the "**FILOT Agreement**") relating to the property in the County of Lancaster, South Carolina (the "**Property**"), and Assignee desires to acquire Assignor's right, title and interest in and to the FILOT Agreement with respect to certain real property comprising a portion of the Property (the "**Real Property**").

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other valuable consideration, paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and set over, deliver and convey unto Assignee all of Assignor's right, title, and interest in and to the FILOT Agreement.

2. Assignee hereby accepts the foregoing assignment, agrees to pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor relating to the Real Property arising under the FILOT Agreement to the extent relating to the period from and after the date hereof and agrees to be bound by all of the terms and conditions of the FILOT Agreement to the extent relating to the period from and after the date hereof.

3. Assignor hereby represents and warrants to Assignee that (i) Assignor's interest in the FILOT Agreement has not been previously pledged, assigned or otherwise hypothecated by Assignor (except for liens and security interests discharged in full on the date of this Assignment) and (ii) all parties have performed and fulfilled all of their respective obligations under the FILOT Agreement.

4. The County hereby acknowledges that the requirements set forth in the FILOT Agreement for the transfer and assignment of the FILOT Agreement have been fully satisfied and that, to the knowledge of the County, no Event of Default (as defined in Section 10.1 of the FILOT Agreement) exists as of the date hereof, nor, to the knowledge of the County, does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an Event of Default under any or all of the FILOT Agreement. The County further acknowledges that the FILOT Agreement and Assignor's interest in the FILOT Agreement have been transferred to Assignee as of the date hereof and agrees to accept Negotiated FILOT Payments (as defined in the FILOT Agreement) from Assignee with respect to the Real Property and any other Property that may now or hereafter be owned by Assignee and subject to the FILOT Agreement.

5. All notices, demands, requests or other communications made pursuant to or by virtue of this Assignment must be in writing and either hand delivered, delivered by overnight courier, facsimile transmission or mailed through the United States Postal Service by certified or registered mail, return

receipt requested, to the party to which the notice, demand, request or communication is being made, as follows:

TO ASSIGNOR:

_____
Attn:_____
_____
_____
_____

With a copy to:

_____
Attn: _____
_____
_____

TO ASSIGNEE:

Project Arrowhead
Attn: _____
_____
_____

With a copy to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker, Esq.
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202

TO COUNTY:

County of Lancaster, South Carolina
Attn: Dennis Marstall, County Administrator
P.O. Box 1809
Lancaster, South Carolina 29721

With a copy to:

County of Lancaster, South Carolina
Attn: Jamie Gilbert, Economic Development Director
P.O. Box 1809
Lancaster, South Carolina 29721

or to such other address as may be hereafter designated by any party hereto by giving notice to the other parties in accordance with the terms of this Section. Any notice, demand, request or other communication shall be deemed to be given and delivered upon actual receipt in the case of hand delivery, facsimile transmission or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via telecopier or facsimile transmission, a hard copy shall be sent via certified mail return receipt requested on the day of such transmission. Any such transmission received after 5:00 p.m. Eastern time (Standard or Daylight as then applicable), shall be deemed to have been given and delivered on the next following business day.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Use of a fax or scanned signatures and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties hereto as if the original signature, initials, and/or handwritten or typewritten modifications were present on the documents in the handwriting of each party.

7. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

9. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. No provision of this Assignment may be amended, modified, supplemented, changed, waived, discharged or terminated unless all of the parties hereto consent thereto in writing.

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IN WITNESS WHEREOF, Assignor, Assignee, and the County have executed this Assignment on the day and year first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

PROJECT ARROWHEAD

By: _____
Name: _____
Its: _____

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

EXHIBIT A

FILOT AGREEMENT

See attached.

FIRST AMENDMENT
TO THE
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT ("First Amendment") is made and entered into as of December 13, 2021, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and [PROJECT ARROWHEAD] (the "Company").

WITNESSETH:

WHEREAS, the Company is party by assignment to that certain Fee in Lieu of Tax and Incentive Agreement, dated as of ____ __, 2008, between the County and _____ (the "2008 Fee Agreement");

WHEREAS, the Company and the County desire to make certain amendments to the 2008 Fee Agreement including the extension of the term of the 2008 Fee Agreement, as more fully set forth herein;

WHEREAS, the County Council, by passage of Ordinance No. 2021-1785, (*i*) consented to the assignment of the 2008 Fee Agreement to [PROJECT ARROWHEAD], and (*ii*) authorized and approved the execution and delivery of this First Amendment;

WHEREAS, the County Council, based on information provided by the Company, has made a finding of substantial public benefit to be derived from the amendment of the 2008 Fee Agreement as provided in this First Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value given and delivered, the parties hereto agree as follows:

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

Section 2. *Period for Calculation of Payments.* Section 5.2(a) of the 2008 Fee Agreement is amended to read:

> "(a) For each Phase of the Project, the annual Negotiated FILOT Payments shall be payable for a consecutive period of thirty-eight (38) years. If, at any time during the last eighteen (18) years of each Phase of the Project, the Company does not maintain at least ten (10) full-time jobs, then this Agreement is automatically terminated. *Provided, that,* if, in any of the last eight (8) years of each Phase of the Project, the Company maintains at least ten (10) but less than fifty (50) full-time jobs, then for that year and the remaining years, the annual Negotiated FILOT Payment shall be computed based on the millage rate in effect in the first year in

which the Company maintained at least ten (10) but less than fifty (50) full-time jobs. As used in this Section 5.2(a), 'full-time' means at least thirty (30) hours per week with health care benefits."

Section 3. *Notices, Demands, and Requests.* Section 11.3 of the 2008 Fee Agreement is amended to read:

"All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

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

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

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

(b) As to the Sponsor:

[PROJECT ARROWHEAD]
ATTN:_____
_____
_____
Telephone:
Fax:
Email:

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

Tushar V. Chikhliker, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Box 2426 (29202)
Columbia, South Carolina
Phone: (803) 540-2188
Facsimile: (803) 727-1469
Email: Tushar@nexsenpruet.com"

Section 5. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, Company agrees to reimburse the County, for the County's reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

Section 6. *Representations and Warranties.* (A) Company represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (*i*) is a ---------- in good standing under the laws of _____, (*ii*) is authorized to do business in South Carolina, (*iii*) has all requisite power to enter into this First Amendment, and (*iv*) by proper action has approved this First Amendment and authorized its officials to execute and deliver it.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (*i*) is a body politic and corporate and a political subdivision of the State of South Carolina, (*ii*) is authorized by the Act to enter into this First Amendment, (*iii*) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (*iv*) has authorized its officials to execute and deliver this First Amendment.

Section 7. *Fee Agreement.* Except as specifically modified in this First Amendment, the 2008 Fee Agreement shall remain unchanged and in full force and effect.

Section 8. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. *Effective Date.* This First Amendment is effective upon its execution by the parties to it, *provided, however,* Sections 2, 3 and 4 are effective at the same time as the assignment of the 2008 Fee Agreement from _____ to [PROJECT ARROWHEAD] is effective.

(signatures appear on following pages)

IN WITNESS WHEREOF, the County and the Company, pursuant to due authority, have duly executed this First Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Billy Mosteller, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

[PROJECT ARROWHEAD],
a _____

By: _____
Name: _____
Title: _____

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1786
Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development
Department: Economic Development
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Project Arrowhead is a well-established and respected U.S. based advanced manufacturing operation that is considering opening a new Southeast production facility. The operation is expected to employ 106 associates within five years and result in a capital investment of $22 million. Arrowhead has placed a purchase contract on 992 Quality Drive in Lancaster. The building purchase is contingent on no outstanding building or site issues, as well as securing county and state incentives for the project.
The Lancaster County Department of Economic Development (LCDED) has proposed the following county incentives be made available for the project:

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of $9,000,000.
- Extension of the existing FILOT by an additional 18-years.
- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.
- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

County Council is being asked to vote on the ordinance and agreement that provides the FILOT and SSRC terms and conditions for Project Arrowhead's new investment.

Points to Consider:

- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County’s manufacturing sector.
- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least $23.00/hour.
- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.
- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.
- Arrowhead is expected to have an annual payroll of $10.4 million.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:
County Council can approve, reject, amend or table the ordinance and agreement.

Recommendation:
LCDED recommends that County Council approve the ordinance and agreement for Project Arrowhead.

ATTACHMENTS:

Description	Upload Date	Type

Ordinance 2021-1786	11/1/2021	Ordinance
Exhibit A to Ordinance 2021-1786 - Fee In Lieu Of Tax And Incentive Agreement	11/1/2021	Exhibit

STATE OF SOUTH CAROLINA	)	
	)	**ORDINANCE NO. 2021-1786**
COUNTY OF LANCASTER	)	

AN ORDINANCE

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

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

Section 1. Findings.

The Lancaster County Council finds that:

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

(b) the County is authorized and empowered to establish, in conjunction with one or more other counties, a joint county industrial or business park (each a "Park") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the "MCP Act") to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits;

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

(d) a company, whose identity is confidential at this time, and one or more affiliates (collectively, the "Company"), is considering the acquisition, construction and installation of a project known by the Company as "Project Arrowhead" upon property located in the County (the "Project"), *provided, that,* the County enters into certain incentive arrangements with the Company, as set forth herein;

(e) the Project is expected to result in the investment of at least $22,000,000 in real and personal property, of which at least $13,500,000 would be eligible for inclusion as economic development property under the Fee Agreement (as defined below) and pursuant to the Act, and the creation of at least one hundred six (106) new full-time jobs; and

(f) pursuant to Resolution No. 1179-R2021, adopted November 8, 2021, the Council approved an Inducement Resolution providing for, among other things, the commitment of the County to enter into a fee-in-lieu of tax incentive agreement ("Fee Agreement") with the Company and the provision of special source revenue credits.

Section 2. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 3. Approval of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, is approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Sponsor. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to

constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021–1786

Fee Agreement

See attached.

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

[PROJECT ARROWHEAD]

Dated as of December 13, 2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") is dated as of December 13, 2021, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and [PROJECT ARROWHEAD, a _____ organized and existing under the laws of the State of _____ ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

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

WHEREAS, the Company is considering the acquisition, construction and installation of a project known by the Company as "Project Arrowhead" upon property located in the County (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in the creation of at least one hundred six (106) new, full-time jobs and an investment of at least $22,000,000 in the County; and

WHEREAS, the County Council approved on November 8, 2021, Resolution No. 1179-R2021 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

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

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement: [PROJECT ARROWHEAD] and Lancaster County, South Carolina.

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, South Carolina

_____

3. Minimum investment agreed upon: Act Minimum Investment Requirement.

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period.

5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.

6. Millage rate applicable for each year of this Agreement: 338.5 mills, except as otherwise provided in the Agreement.

7. Statements

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

(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;

(c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT Payments for fifteen (15) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2024 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2038, *provided, however, that,* in the first ten (10) consecutive years (consecutive years one (1) through (10)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for the calendar year 2024, the Jobs Commitment is to have not less than an average of fifty-four (54), but the Company employed an average of twenty-seven (27) meeting the Jobs Commitment, then the Special Source Revenue Credit would be set at fifty percent (50%) (27 divided by 54 equals 50.0%) of 50% which results in a Special Source Revenue Credit applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026, of twenty-five percent (25.0%) (50.0% times 50.0% equals 25.0%). In the last five (5) consecutive years (consecutive years eleven (11) through fifteen (15)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit is forfeited for the applicable year. In any year in which the Company must pay an additional fee, the Company is ineligible for the Special Source Revenue Credit;

(d) Payment will not be modified using a net present value calculation; and

(e) Replacement Property provisions will apply.

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

"*Act*" or "*Simplified FILOT Act*" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

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

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

"*Agreement*" shall mean this Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of December 13, 2021.

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"*Company*" shall mean the Sponsor.

"*Companies*" shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

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

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

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

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

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

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

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

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

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

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

"*Full-Time Job*" means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, "Full-Time Job" includes those jobs created for the Project. A job relocated from another state to the Project shall be counted as a Full-Time Job if the job meets the Wage Requirement. All persons filling the Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and not less than ninety percent (90%) of the persons filling the Full-Time Job positions must be U.S. citizens.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which the initial Economic Development Property comprising all, or a portion of, the Project is placed in service, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

"*Jobs Commitment*" shall mean the commitment of Sponsor to create New Full-Time Jobs with respect to the Project as set forth in **Section 4.01** of this Agreement.

"*Land*" shall mean the real estate upon which the Project is to be located, more specifically identified as Parcel Identification No. _____ (_____ Highway). Additional real estate may be included by amendment as provided in the **Section 12.12** of this Agreement.

"*Multi-County Park*" means the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated. Multi-County Park includes any subsequent park or any subsequent park agreement that includes the Land, and as authorized by the Multi-County Park Act.

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

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

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

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

"*Project*" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property, to the extent, and with the exception of the Replacement Property, placed in service during the Investment Period.

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

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

"Special Source Revenue Credits" shall mean the Special Source Revenue Credits described in **Section 5.01(d)** hereof.

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

"*State*" shall mean the State of South Carolina.

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

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

"*Wage Requirement*" means an hourly wage rate of twenty dollars ($20.00) or more for calendar years 2022 through 2026, twenty-two dollars or more ($22.00) for calendar years 2027 through 2031, and twenty-four dollars or more ($24.00) for calendar years 2032 and thereafter in which the Company receives the Special Source Revenue Credit provided in **Section 5.01(d)** below.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

(b) The agreements with the County with respect to the FILOT and the Special Source Revenue Credits have been instrumental in inducing Sponsor to locate the Project within Lancaster County and the State.

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

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

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

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

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments and the Special Source Revenue Credits in consideration of the Company's decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act, in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which the Company would have paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, including all exemptions, credits, and depreciation for which the Company would have otherwise been eligible if it were obligated to pay *ad valorem* taxes, or FILOT payments pursuant

to the Multi-County Park Act, as the case may be, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company.

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

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

ARTICLE IV

JOB CREATION BY COMPANY; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Job Creation by Company. For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to create and maintain new Full-Time Jobs ("New Full-Time Jobs") paying an hourly wage rate not less than the Wage Requirement at the following employment levels and in the designated timeframes:

1. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than thirty-three (33) at the end of calendar year 2022 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2024),

2. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of forty-six (46) in calendar year 2023 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2025),

3. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of fifty-four (54) in calendar year 2024 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026),

4. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of sixty-one (61) in calendar year 2025 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2027),

5. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of sixty-eight (68) in calendar year 2026 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2028) through calendar year 2031 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2033), and

6. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of seventy-five (75) in calendar year 2032 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2034), and each year thereafter in which the Company receives the Special Source Revenue Credit provided in 3.e below.

The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

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

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

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsor's filings with the State (if required to file by the State) for the preceding calendar year including: (*i*) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (*ii*) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (*iii*) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). The Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this

subsection, the Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

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

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

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

Section 4.03 Modification of Project.

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

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

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

(a) In accordance with the Act, the parties agree that, during the Term of the Agreement, the Company shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this **Section 5.01**, to be collected and enforced in accordance with Section 12-44-90 of the Act.

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

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

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

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on:

(i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code);

(ii) a fixed millage rate equal to 338.5 mills, for the Term; and

(iii) an assessment ratio of six percent (6%).

All calculations of the Negotiated FILOT Payments shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT Payments for fifteen (15) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2024 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2038, *provided, however, that,* in the first ten (10) consecutive years (consecutive years one (1) through (10)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided in this **Section 5.01(d)** shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for the calendar year 2024, the Jobs Commitment is to have not less than an average of fifty-four (54), but the Company employed an average of twenty-seven (27) meeting the Jobs Commitment, then the Special Source Revenue Credit provided in this **Section 5.01(d)** would be set at fifty percent (50%) (27 divided by 54 equals 50.0%) of 50% which results in a Special Source Revenue Credit applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026, of twenty-five percent (25.0%) (50.0% times 50.0% equals 25.0%). In the last five (5) consecutive years (consecutive years eleven (11) through fifteen (15)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided in this **Section 5.01(d)** is forfeited for the applicable year. In any year in which the Company must pay an additional fee as required in **Section 5.01(k)** below, the Company is ineligible for the Special Source Revenue Credit provided for in this **Section 5.01(d)**.

(e) The FILOT Payments are to be recalculated:

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

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

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

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company to the County in lieu of taxes, it is agreed that said FILOT

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

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

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

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

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) by the end of the Investment Period ("Act Minimum Investment Requirement"). If terminated pursuant to this **Section 5.01(i)**, the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been taxable, taking into account exemptions from property taxes and depreciation that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, would be pursuant to this **Section 5.01(i)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) Reserved.

(k) In any year during the term of this Agreement, beginning after December 31, 2021, in which the Company fails to have employed an average of not less than ten (10) in Full-Time Jobs paying an hourly wage rate not less twenty dollars ($20.00), the Company shall pay an additional fee equal to the difference between a Negotiated FILOT Payment that uses the then current millage rate and the assessment ratios that would have been used if the qualifying Economic Development Property was not subject to a Negotiated FILOT Payment and the total amount of Negotiated FILOT Payments actually made by the Company. In any year in which the Company must pay an additional fee as required in this **Section 5.01(k)**, the Company is ineligible for, and shall not receive, the Special Source Revenue Credit provided for in **Section 5.01(d)** above.

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

(m) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this **Section 5.01(m)**, "**cease operations**" means permanent closure of the facility. The Company agrees that if this Agreement is terminated pursuant to this **Section 5.01(m)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

ARTICLE VI

PAYMENTS BY COMPANY

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

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

reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this **Section 8.03** shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

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

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; *provided, that,* in connection with any of the foregoing transfers: (*i*) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the prior written consent or subsequent ratification of the County; (*ii*) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing

the obligations of the Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (*iii*) the Company, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (*iv*) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to **Section 9.01** hereof, such subordination to be effective without any additional action on the part of the County; *provided, however,* that the County agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder, or (ii) the day that all Special Source Revenue Credits due from the County have been fully provided by the County. With respect to the Negotiated FILOT Payments arrangement, the Project has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service. The County's rights to receive indemnification and payment of Administrative Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time, as to all or a portion of the Project, upon providing the County thirty (30) days' notice of such termination, in which event all or such portion of the Project, as the case may be, shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this **Section 10.02** at any time during the initial Investment Period

prior to the Company meeting the Act Minimum Investment Requirement, amounts due to the County as a result thereof, if any, shall be calculated as provided in **Section 5.01(i)** hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

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

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

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

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

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

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pursuant to **Section 4.02(c)** above; or

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

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

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administrative Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses.

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

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

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

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

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

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

(b) As to the Sponsor:

[PROJECT ARROWHEAD]
ATTN:_____
_____
_____
Telephone: _____
Fax: _____
Email: _____

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

Tushar V. Chikhliker, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Box 2426 (29202)
Columbia, South Carolina
Phone: (803) 540-2188

Facsimile: (803) 727-1469
Email: Tushar@nexsenpruet.com

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

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties with each other, and neither party has made nor shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

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

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

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

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

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

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

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

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

ATTEST:

_____

Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

[PROJECT ARROWHEAD]

_____

Name

_____

Title

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1770
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

Please note that since the non-binding referendum has been held, the Ordinance has been changed to reflect those results and the only change to the proposed, amended 2nd Reading version of the ordinance is in the findings and determinations which show the results of the referendum:

"(e) In the non-binding advisory referendum held on November 2, 2021, a total of 719 votes were cast, of which 651 were in favor of the establishment of the Van Wyck Fire Protection District and 68 were opposed."

If the proposed amendment to Ordinance 2021-1770 meets with County Council's approval, a motion to amend should be made to substitute and adopt the proposed 2nd reading version.

Points to Consider:
Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

Funding and Liability Factors:
Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

No annual charge may be imposed on property unless the property has a structure on it. For new structures, imposition of the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

Monies collected from the annual charge may be used only as provided in Section 4., subsection (A) of the Ordinance. Revenues from the charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the Council and in accordance with the terms of this ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county must be irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Council Options:
Approve, amend or disappove the ordinance.

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Proposed, Amended 2nd Reading Version of Ordinance 2021-1770	11/12/2021	Ordinance
RedLine Version of the Proposed, Amended 2nd Reading Version of Ordinance 2021-1770	11/12/2021	Ordinance
1st Reading of Ordinance 2021-1770	10/27/2021	Ordinance
Election Results for the Establishment of the Van Wyck Fire Protection District	11/12/2021	Backup Material
Board of Canvassers Statements	11/12/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1770**
COUNTY OF LANCASTER)

AN ORDINANCE

TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE DISTRICT; AND TO PROVIDE FOR THE ADMINISTRATION OF THE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines:

(a) Lancaster County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended (the "Act"), the Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of *ad valorem* taxes or both.

(c) Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

(d) Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

(e) In the non-binding advisory referendum held on November 2, 2021, a total of 719 votes were cast, of which 651 were in favor of the establishment of the Van Wyck Fire Protection District and 68 were opposed.

(f) Council has provided all required public notices and conducted all required public hearings.

(g) The powers conferred upon Council by the Act include the power to issue general obligation bonds of the County, payable from rates and charges imposed within the district and, if the revenue from the rates and charges are insufficient to service the debt, then from an *ad valorem* tax levied to service the debt.

(h) Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

(i) Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

(j) It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

(k) The establishment of the Van Wyck Fire Protection District satisfies the requirements and conditions set forth in Section 4-19-10 and Section 4-19-20 of the Act.

Section 2. Establishment of Van Wyck Fire Protection District.

By this ordinance, Council establishes the Van Wyck Fire Protection District (the "District") pursuant to the Act.

Section 3. Description of Area of Van Wyck Fire Protection District.

The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or

formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway);

and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Section 4. Imposition of Rates and Charges.

(A) Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

(B)(1) There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

No annual charge may be imposed on property unless the property has a structure on it. For new structures, imposition of the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

(2) Monies collected from the annual charge may be used only as provided in subsection (A) of this section. Revenues from the charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the Council and in accordance with the terms of this ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Section 5. General Obligation Bonds.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county must be

irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Section 6. Administration of District.

(A)(1) By passage of this ordinance, Council creates the Van Wyck Fire Protection District Commission. The purpose of the commission is to operate the District. The commission consists of five members. Four of the five members shall be appointed by Council and these four members must reside within the District. The Fire Chief for the Van Wyck Fire Department, or the designee of the Van Wyck Fire Department, shall serve ex-officio and as a full voting member. The term of office for commission members is four years. Two of the four initial appointments, determined by Council by lot, shall have a term that ends on June 30, 2023 and the other two shall have a term that ends on June 30, 2025. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; *provided, however,* upon a two-thirds vote of the Council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

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

(3) Members of the commission serve at the pleasure of County Council.

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

(C) The commission of the Van Wyck Fire Protection District shall organize itself by electing one of its members as chair and one as vice-chair whose terms must be for one year. The commission may provide for the election of any other officers it considers necessary.

(D) The commission shall meet at the call of the chair and at the times the chair or commission may determine. Meetings shall be held not less frequently than once each calendar quarter. Meetings of the commission shall be conducted in accordance with the Freedom of Information Act, codified as Title 30, Chapter 4, Code of Laws of South Carolina 1976, as amended.

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

(F) Annually, at the time designated by the county administrator or the county administrator's designee, the commission shall submit to the Council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.

(G) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the Council. The commission shall designate a person on the commission to serve as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.

(H) The county shall include the commission in the annual independent audit of the financial records of the county.

(I) The commission is subject to the county's personnel policies including wage and salary guidelines.

Section 7. Notice of Action.

The County Administrator is authorized and directed to provide for the giving of notice of Council's action as required by Section 4-19-20(5) of the Act. The notice shall be substantially in the form of the notice attached to this ordinance as Exhibit A. The notice shall be published once a week for two successive weeks in a newspaper of general circulation within the County.

Section 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

Exhibit A to Ordinance No. 2021-1770

Notice of Council Action

LANCASTER COUNTY COUNCIL

NOTICE OF ESTABLISHMENT OF THE VAN WYCK FIRE PROTECTION DISTRICT

The Lancaster County Council gives notice of its action adopting Ordinance No. 2021-1770 to establish the Van Wyck Fire Protection District. The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary

(crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Ad valorem taxes will not be levied within the Van Wyck Fire Protection District for the operation and maintenance of it.

Rates and charges will be imposed within the Van Wyck Fire Protection District for the purpose of paying directly, or paying for indebtedness incurred, to fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. If the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the District. The initial annual charge as set in Ordinance No. 2021-1770 is ninety dollars ($90.00) for each equivalent residential unit (ERU).

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. The general obligation bonds are payable from an *ad valorem* tax levied annually by the

County Auditor and collected by the County Treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1770

AN ORDINANCE

TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE DISTRICT; AND TO PROVIDE FOR THE ADMINISTRATION OF THE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines:

(a) Lancaster County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended (the "Act"), the Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of *ad valorem* taxes or both.

(c) Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

(d) Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

~~(e) [INSERT RESULTS OF ADVISORY REFERENDUM WHEN AVAILABLE]~~ (e) In the non-binding advisory referendum held on November 2, 2021, ~~_____~~a total of 719 votes were cast, of which 651 were in favor of the establishment of the Van Wyck Fire Protection District and ~~____~~68 were opposed.

(f) Council has provided all required public notices and conducted all required public hearings.

(g) The powers conferred upon Council by the Act include the power to issue general obligation bonds of the County, payable from rates and charges imposed within the district and, if the revenue from the rates and charges are insufficient to service the debt, then from an *ad valorem* tax levied to service the debt.

(h) Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

(i) Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

(j) It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

(k) The establishment of the Van Wyck Fire Protection District satisfies the requirements and conditions set forth in Section 4-19-10 and Section 4-19-20 of the Act.

Section 2. Establishment of Van Wyck Fire Protection District.

By this ordinance, Council establishes the Van Wyck Fire Protection District (the "District") pursuant to the Act.

Section 3. Description of Area of Van Wyck Fire Protection District.

The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert

Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the

centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Section 4. Imposition of Rates and Charges.

(A) Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

(B)(1) There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

No annual charge may be imposed on property unless the property has a structure on it. For new structures, imposition of the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

(2) Monies collected from the annual charge may be used only as provided in subsection (A) of this section. Revenues from the charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the Council and in accordance with the terms of this ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Section 5. General Obligation Bonds.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as

needed for fire protection in the District. The full faith, credit, and taxing power of the county must be irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Section 6. Administration of District.

(A)(1) By passage of this ordinance, Council creates the Van Wyck Fire Protection District Commission. The purpose of the commission is to operate the District. The commission consists of five members. Four of the five members shall be appointed by Council and these four members must reside within the District. The Fire Chief for the Van Wyck Fire Department, or the designee of the Van Wyck Fire Department, shall serve ex-officio and as a full voting member. The term of office for commission members is four years. Two of the four initial appointments, determined by Council by lot, shall have a term that ends on June 30, 2023 and the other two shall have a term that ends on June 30, 2025. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; *provided, however,* upon a two-thirds vote of the Council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

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

(3) Members of the commission serve at the pleasure of County Council.

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

(C) The commission of the Van Wyck Fire Protection District shall organize itself by electing one of its members as chair and one as vice-chair whose terms must be for one year. The commission may provide for the election of any other officers it considers necessary.

(D) The commission shall meet at the call of the chair and at the times the chair or commission may determine. Meetings shall be held not less frequently than once each calendar quarter. Meetings of the commission shall be conducted in accordance with the Freedom of Information Act, codified as Title 30, Chapter 4, Code of Laws of South Carolina 1976, as amended.

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

(F) Annually, at the time designated by the county administrator or the county administrator's designee, the commission shall submit to the Council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.

(G) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the Council. The commission shall designate a person on the commission to serve as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.

(H) The county shall include the commission in the annual independent audit of the financial records of the county.

(I) The commission is subject to the county's personnel policies including wage and salary guidelines.

Section 7. Notice of Action.

The County Administrator is authorized and directed to provide for the giving of notice of Council's action as required by Section 4-19-20(5) of the Act. The notice shall be substantially in the form of the notice attached to this ordinance as Exhibit A. The notice shall be published once a week for two successive weeks in a newspaper of general circulation within the County.

Section 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

John K. DuBose III, County Attorney

Exhibit A to Ordinance No. 2021-1770

Notice of Council Action

LANCASTER COUNTY COUNCIL

NOTICE OF ESTABLISHMENT OF THE VAN WYCK FIRE PROTECTION DISTRICT

The Lancaster County Council gives notice of its action adopting Ordinance No. 2021-1770 to establish the Van Wyck Fire Protection District. The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then

southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Ad valorem taxes will not be levied within the Van Wyck Fire Protection District for the operation and maintenance of it.

Rates and charges will be imposed within the Van Wyck Fire Protection District for the purpose of paying directly, or paying for indebtedness incurred, to fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. If the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the District. The initial annual charge as set in Ordinance No. 2021-1770 is ninety dollars ($90.00) for each equivalent residential unit (ERU).

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. The general obligation bonds are payable from an *ad valorem* tax levied annually by the County Auditor and collected by the County Treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

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STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1770**
COUNTY OF LANCASTER)

AN ORDINANCE

TO ESTABLISH THE VAN WYCK FIRE PROTECTION DISTRICT; TO PROVIDE FUNDING FOR THE DISTRICT THROUGH THE IMPOSITION OF RATES AND CHARGES; TO EMPOWER THE COUNTY COUNCIL TO ISSUE GENERAL OBLIGATION BONDS OF THE COUNTY FOR THE DISTRICT; AND TO PROVIDE FOR THE ADMINISTRATION OF THE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines:

(a) Lancaster County is a political subdivision of the State of South Carolina and possesses certain powers granted by the Constitution and general laws of the State.

(b) Pursuant to Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended (the "Act"), the Council is vested with the power to establish, operate, and maintain a system of fire protection including the power to designate areas of the county where fire protection service may be furnished and to fund the services through the imposition of a schedule of rates and charges or the levy and collection of *ad valorem* taxes or both.

(c) Section 6-1-330, Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect service or user fees, including uniform service charges, subject to the following requirements: (*i*) the imposition of the service or user fee must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (*ii*) Council must provide public notice of the service or user fee being considered and hold a public hearing on the proposed service or user fee prior to final adoption; and (*iii*) revenue derived from the service or user fee to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the service or user fee is paid.

(d) Council approved on June 28, 2021, Resolution No. 1157-R2021, and on October 11, 2021, Resolution No. 1177-R2021, both providing for, among other things, a public hearing to be held on the question of the establishment of the proposed fire protection district, which was held by Council on October 25, 2021, and submitting to the voters in the proposed district a non-binding advisory referendum, which was held on November 2, 2021.

(e) ***[INSERT RESULTS OF ADVISORY REFERENDUM WHEN AVAILABLE]*** In the non-binding advisory referendum held on November 2, 2021, _____ were in favor of the establishment of the Van Wyck Fire Protection District and _____ were opposed.

(f) Council has provided all required public notices and conducted all required public hearings.

(g) The powers conferred upon Council by the Act include the power to issue general obligation bonds of the County, payable from rates and charges imposed within the district and, if the revenue from the rates and charges are insufficient to service the debt, then from an *ad valorem* tax levied to service the debt.

(h) Council has previously established fire protection districts in other areas of the County, more specifically, the Pleasant Valley area (Pleasant Valley Fire Protection District) and the Indian Land area (Indian Land Fire Protection District) and in both districts rates and charges are imposed for the purpose of funding permanent improvements and capital expenditures, including debt service on general obligation bonds, leases and other forms of indebtedness allowed by law, and to the extent the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the respective district.

(i) Establishing a fire protection district in the Van Wyck area will provide a uniform level of service and funding for fire protection services throughout the Van Wyck area.

(j) It is the purpose of this ordinance to establish, pursuant to the Act, a fire protection district for the Van Wyck area.

(k) The establishment of the Van Wyck Fire Protection District satisfies the requirements and conditions set forth in Section 4-19-10 and Section 4-19-20 of the Act.

Section 2. Establishment of Van Wyck Fire Protection District.

By this ordinance, Council establishes the Van Wyck Fire Protection District (the "District") pursuant to the Act.

Section 3. Description of Area of Van Wyck Fire Protection District.

The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or

formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway);

and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Section 4. Imposition of Rates and Charges.

(A) Council shall annually provide for the imposition of rates and charges within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rates and charges exceed the amount necessary for permanent improvements and capital expenditures, including indebtedness, then the excess revenue may be used for the operation and maintenance of the District.

(B)(1) There is imposed in the District an annual charge of ninety dollars ($90.00) for each equivalent residential unit (ERU). For purposes of billing and collection, the annual charge shall be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills, to be collected with and in the same manner as all other taxes and charges. The charge is a charge against and runs with the parcels of real property located in the District, as set forth herein. The ERU for specific properties shall be determined using the following conversion table:

Land Use	Conversion Table
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet, or fraction thereof

No annual charge may be imposed on property unless the property has a structure on it. For new structures, imposition of the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

(2) Monies collected from the annual charge may be used only as provided in subsection (A) of this section. Revenues from the charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the Council and in accordance with the terms of this ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Section 5. General Obligation Bonds.

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure, as needed for fire protection in the District. The full faith, credit, and taxing power of the county must be

irrevocably pledged to the repayment of the bonds. The general obligation bonds are payable from an *ad valorem* tax levied annually by the county auditor and collected by the county treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the revenues from the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

Section 6. Administration of District.

(A)(1) By passage of this ordinance, Council creates the Van Wyck Fire Protection District Commission. The purpose of the commission is to operate the District. The commission consists of five members. Four of the five members shall be appointed by Council and these four members must reside within the District. The Fire Chief for the Van Wyck Fire Department, or the designee of the Van Wyck Fire Department, shall serve ex-officio and as a full voting member. The term of office for commission members is four years. Two of the four initial appointments, determined by Council by lot, shall have a term that ends on June 30, 2023 and the other two shall have a term that ends on June 30, 2025. All terms end on June 30. A person who has served two (2) consecutive terms on the commission is ineligible for appointment for an additional term unless a period of at least two (2) years has elapsed since the expiration of the person's last term; *provided, however,* upon a two-thirds vote of the Council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy is not included in the term limitation. Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.

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

(3) Members of the commission serve at the pleasure of County Council.

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

(C) The commission of the Van Wyck Fire Protection District shall organize itself by electing one of its members as chair and one as vice-chair whose terms must be for one year. The commission may provide for the election of any other officers it considers necessary.

(D) The commission shall meet at the call of the chair and at the times the chair or commission may determine. Meetings shall be held not less frequently than once each calendar quarter. Meetings of the commission shall be conducted in accordance with the Freedom of Information Act, codified as Title 30, Chapter 4, Code of Laws of South Carolina 1976, as amended.

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

(F) Annually, at the time designated by the county administrator or the county administrator's designee, the commission shall submit to the Council an operating budget for the ensuing fiscal year adequate to fund the operation and programs of the commission.

(G) The expenditure of any funds by the commission is subject to the purchasing rules and financial procedures of the county as adopted by the Council. The commission shall designate a person on the commission to serve as liaison with the offices of the county administrator and county finance director to ensure compliance with these rules and procedures.

(H) The county shall include the commission in the annual independent audit of the financial records of the county.

(I) The commission is subject to the county's personnel policies including wage and salary guidelines.

Section 7. Notice of Action.

The County Administrator is authorized and directed to provide for the giving of notice of Council's action as required by Section 4-19-20(5) of the Act. The notice shall be substantially in the form of the notice attached to this ordinance as Exhibit A. The notice shall be published once a week for two successive weeks in a newspaper of general circulation within the County.

Section 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	November 8, 2021
Second Reading:	November 22, 2021
Public Hearing:	December 13, 2021
Third Reading:	December 13, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

Exhibit A to Ordinance No. 2021-1770

Notice of Council Action

LANCASTER COUNTY COUNCIL

NOTICE OF ESTABLISHMENT OF THE VAN WYCK FIRE PROTECTION DISTRICT

The Lancaster County Council gives notice of its action adopting Ordinance No. 2021-1770 to establish the Van Wyck Fire Protection District. The area designated as the Van Wyck Fire Protection District is the area bounded as follows:

The **NORTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the CSX Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00; (26) then along the northwestern boundary

(crossing Van Wyck Road) of property now or formerly owned by Family Center Inc., TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County (the point of the beginning of the western boundary of the Van Wyck Fire Protection District).

The **WESTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County (the point of the end of the northern boundary of the Van Wyck Fire Protection District), then going generally southward along the boundary of Lancaster County and York County to the point of beginning of the southern boundary of the Van Wyck Fire Protection District.

The **SOUTHERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the confluence of Waxhaw Creek and the Catawba River, (1) then generally northeasterly along Waxhaw Creek to the centerline of Riverside Road; (2) then generally easterly along the centerline of Riverside Road to its intersection with the centerline of Porter Ranch Road; (3) then generally northeasterly along the centerline of Porter Ranch Road to its intersection with the centerline of State Road S-29-177; (4) then generally easterly along the centerline of State Road S-29-177 to its intersection with the centerline of Old Hickory Road; (5) then generally southeasterly along the centerline of Old Hickory Road to its intersection with the centerline of W. North Corner Road; (6) then generally easterly along the centerline of W. North Corner Road to its intersection with the centerline of U.S. 521 (Charlotte Highway); and (7) then from the centerline intersection of U.S. 521 (Charlotte Highway) and the centerline intersection of E. North Corner Road generally north northeasterly along the centerline of E. North Corner Road to the point where E. North Corner Road meets the North Carolina state line (the point of beginning of the eastern boundary of the Van Wyck Fire Protection District).

The **EASTERN BOUNDARY** of the Van Wyck Fire Protection District is described as follows: Beginning at the point where E. North Corner Road meets the North Carolina state line, then going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the centerline of Niven Road (the point of beginning of the northern boundary of the Van Wyck Fire Protection District).

Ad valorem taxes will not be levied within the Van Wyck Fire Protection District for the operation and maintenance of it.

Rates and charges will be imposed within the Van Wyck Fire Protection District for the purpose of paying directly, or paying for indebtedness incurred, to fund permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. If the revenue from the rates and charges exceed the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the District. The initial annual charge as set in Ordinance No. 2021-1770 is ninety dollars ($90.00) for each equivalent residential unit (ERU).

Council is empowered to issue general obligation bonds of the county for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for fire protection. The general obligation bonds are payable from an *ad valorem* tax levied annually by the

County Auditor and collected by the County Treasurer. It is the Council's intent that the annual *ad valorem* tax to be levied for the payment of the principal and interest on the general obligation bonds shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the District so that the levy of an *ad valorem* tax is necessary only when the rates and charges are insufficient to pay principal and interest on the general obligation bonds.

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	Town Council Two Year Term Town of Van Wyck					Establishment of VW Fire Protection Dist Van Wyck Fire District		
	VOTE FOR 2					VOTE FOR 1		
	Lance Kip Awbrey	Bob Doster	Xavier Kee	Write-in Totals	Total Votes Cast	Yes, In Favor of the Question	No, Opposed to the Question	Total Votes Cast
Van Wyck	46	84	104	6	240	166	39	205
Gold Hill	19	15	12	1	47	470	21	491
Osceola	8	13	5	1	27	10	8	18
Failsafe	0	0	0	0	0	0	0	0
Provisional	0	2	1	0	3	5	0	5
Failsafe Provisional	0	0	1	0	1	0	0	0
Totals	**73**	**114**	**123**	**8**	**318**	**651**	**68**	**719**

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STATE OF SOUTH CAROLINA

LANCASTER COUNTY BOARD OF CANVASSERS

STATEMENTS AND RETURNS OF VOTES

Heath Springs
Van Wyck
Van Wyck Fire District
Kershaw

FOR

GENERAL ELECTION

ELECTION DATE: 11/02/2021

We, the County Board of Canvassers, certify that all proper procedures for canvassing votes in this election have been followed, and we have received written confirmation of the same from county voter registration and elections office staff; and upon such confirmation and any further review of our own, we certify the following results of this election are correct in all respects.

Ronnie Wall

Certification Date: 11/04/2021

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1787
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Whether to approve an agreement for the construction of a roundabout intersection improvement project at Henry Harris And Shelly Mullis Road and to provide funding for the partial reimbursement of construction costs related thereto.

Points to Consider:
Lancaster County Council approved a Development Agreement (Ordinance 2021-1703) for Provident Bayard, LLC (Provident) for the Wilson Creek Development project located at Henry Harris Road and Shelly Mullis Road. The traffic impact analysis (TIA) study for Wilson Creek identified necessary traffic improvements for the Henry Harris and Shelly Mullis intersection. The TIA for a nearby Lennar Carolinas, LLC (Lennar) project known as Harris Mill also requires traffic improvements at the Henry Harris and Shelly Mullis intersection.

County staff identified the possibility that the Henry Harris and Shelly Mullis intersection could be further improved by the installation of a roundabout intersection in lieu of the specifically identified TIA improvements required by the Provident TIA and the Lennar TIA. County also recognized that the cost of a roundabout intersection might exceed the costs associated with the TIA mandated improvements for the Wilson Creek project and the Harris Mill project.

A provision was added to the Development Agreement for the Wilson Creek development that requested that Provident prepare a Roundabout Agreement. The Roundabout Agreement provides that Provident Bayard is responsible for the design and construction of the roundabout improvements and all costs associated with the intersection improvements and requires that Lennar contribute a sum certain to the project and that County reimburses an amount “not to exceed” a sum certain for the project. Lennar will contribute funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection ($150,000) and Lancaster County will contribute the statutory improvement to be paid to Lancaster County by Lennar in connection with the bond issuance for the Harris Mill Residential Improvement District (RID). The improvement fee associate with the bond issuance for the HarrisMill RID is estimated as $280,000

Developer may only request reimbursement from the County upon certification that the construction of the Roundabout has reached Seventy (70%) Percent completion. The Developer’s request for reimbursement shall be accompanied by a Report, as defined in Paragraph 6 of this Agreement along, with a certification from the Engineer of Record that the work completed and in place in accordance with the Plans has reached 70%. Upon approval by the County, Developer may make monthly requests for reimbursements for Cost Advances made thereafter for Construction Costs incurred for the final Thirty (30%) Percent of the construction of the Roundabout with said reimbursement not to exceed the County Contribution. If Developer obtains final completion of the Roundabout and has not requested reimbursement from the County for the full amount of the County Contribution, Developer may make a final request for reimbursement for the balance of the County Contribution as reimbursement for Construction Costs incurred.

Developer agrees to commence construction of the Roundabout no later than July 31, 2022 and further agrees that it will achieve substantial completion of the construction of the roundabout within twenty-four (24) months after commencing construction.

Upon completion of the roundabout intersection the improvements will be dedicated by the developer to SCDOT. The majority of the intersection is SCDOT owned and maintained and a small portion of the intersections owned and maintained by the County of Lancaster. SCDOT will accept maintenance and ownership of the entire intersection but will require a "road swap" with Lancaster County for a small section of SCDOT roadway elsewhere in the county in return for SCDOT assuming ownership and maintenance of the portion of the intersection currently owned and maintained by Lancaster County.

A copy of the Roundabout Agreement is attached as Exhibit 1 to the Ordinance.

A proposed revised Roundabout Agreement is included in the agenda package. The proposed revised agreement amends deadlines for funding the construction account so that the account does not need to funding until the agreement receives final County Council approval.

A motion to amend the Ordinance to substitute the updated Roundabout Agreement is requested by staff and legal counsel.

Funding and Liability Factors:

The Harris Mill RID bonds have not been issued so the statutory improvement fee associated with that residential improvement district has not been paid to Lancaster County. The improvement fee is estimated as $280,000.

Pending issuance of the Harris Mill RID bonds (expected at the start of FY 22-23) the County Council is being asked to assign $280,000 of fund balance towards the project with that sum being reflected in a future budget amendment ordinance.

Council Options:

Approve or disapprove of the Ordinance authorizing the Roundabout Agreement and the assignment of $280,000 of fund balance to the Roundabout Agreement.

Recommendation:

Approval of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1787	11/3/2021	Ordinance
proposed amended exhibit 1 to Ordinance 2021-1787	11/16/2021	Exhibit
Exhibit A to Agreement - Preliminary Roundabout Plans	11/2/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1787

AN ORDINANCE

TO APPROVE AN AGREEMENT FOR PARTIAL REIMBURSEMENT OF COSTS RELATED TO THE CONSTRUCTION OF A ROUNDABOUT AT HENRY HARRIS ROAD AND SHELLY MULLIS ROAD AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

a. Pursuant to Ordinance 2021-1703, the Council approved a Development Agreement with Provident Bayard, LLC, ("Provident") for development of the Wilson Creek development project on March 8, 2021.

b. Pursuant to Ordinance 2020-1690, the Council approved the Harris Mill Residential Improvement District for a Lennar Carolinas, LLC, ("Lennar") development project known as Harris Mill. Section 6-35-100 of the Code provides, in part, that "the governing body shall collect from the owner, upon the issuance of any obligations secured by assessments, an improvement fee in an amount equal to four percent of the aggregate par value of such obligations. The improvement fee must be used to construct improvements or collective improvements, as described in Section 6-35-110, in a service area that is related to and serves the district. The governing body may contract with the owner, or with a third party, for the construction of the improvements." Based upon an expected bond issue of Seven Million Dollars ($7,000,000.00), the County's statutorily established improvement fee will be approximately Two Hundred Eighty Thousand Dollars ($280,000.00).

c. The traffic impact analysis ("TIA") for the Wilson Creek project identified required intersection improvements at Henry Harris Road and Shelly Mullis Road and the TIA for the Harris Mill development project also identified required intersection improvements at Henry Harris Road and Shelly Mullis Road.

g. The County requested that Provident construct roundabout intersection improvements at the intersection of Henry Harris Road and Shelley Mullis Road in lieu of the intersection improvements required by the TIA. The roundabout intersection improvements, once completed, will be dedicated to Lancaster County or the South Carolina Department of Transportation.

h. As contemplated by the Development Agreement, the rights and obligations of Lancaster County, Provident, and Lennar for the construction and funding of the roundabout intersection improvements have been set forth in a separate written instrument, the Roundabout Agreement. The Development Agreement also established that Lennar would contribute funds equivalent to its budgeted traffic improvements for the Shelley Mullis and Henry Harris Road intersection and that Lancaster County would, in principle, contribute the improvement fee to be paid by Lennar from the bond issuance for the Harris Mill RID to the project.

i. The Roundabout Agreement is attached hereto and incorporated herein as Exhibit 1. The Roundabout Agreement provides that Provident Bayard is responsible for the design and construction of the roundabout improvements and all costs associated with the intersection improvements and requires that Lennar contribute a sum certain ($150,000.00) to the project and that County reimburse an amount not to exceed $280,000.00 for the project.

j. The County has determined that the roundabout intersection improvements are necessary and important components of the road system in Lancaster County, will serve a public purpose, and are in the best interest of Lancaster County.

Section 2. Approval of Roundabout Agreement

The County Council hereby approves and confirms the Roundabout Agreement attached hereto and incorporated herein as Exhibit 1, and hereby authorizes the Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County to take such actions and do any and all things necessary or desirable in connection with execution and delivery of the Roundabout Agreement and other documents authorized or contemplated herein or in the agreements or documents approved herein, to effect the purposes of this ordinance.

Section 3. Assignment of Funds.

Subject to the terms and conditions of this ordinance, a sum not to exceed Two Hundred Eighty Thousand Dollars ($280,000), is assigned from fund balance to the project and those sums will be included in a future budget amendment ordinance.

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of December, 2021

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

1st reading: November 8, 2021
2nd reading: November 22, 2021
3rd reading: December 13, 2021

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

AGREEMENT FOR

CONSTRUCTION OF ROUNDABOUT

THIS AGREEMENT (the "Agreement") is made and entered into as of the date it is last signed by a Party (the "Effective Date") as indicated on the signature page by and among the COUNTY OF LANCASTER SOUTH CAROLINA, a South Carolina political body (the "County"), PROVIDENT BAYARD, LLC, a North Carolina limited liability company ("Developer"), and LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Lennar"). The County, the Developer, and Lennar may each be referred to as a "Party" and may be referred to collectively as the "Parties".

RECITALS:

A. Developer intends to develop a 326 lot residential subdivision to be known as Wilson Creek located along Henry Harris Road and Shelley Mullis Road in Lancaster County, South Carolina with said development being conducted pursuant to a Development Agreement by and between Developer and County dated March 8, 2021 ("Development Agreement").

B. Developer has obtained a transportation impact analysis (the "Developer TIA") for the Wilson Creek development dated March 2021 prepared by Ramey Kemp & Associates, Inc. The TIA recommends, among other things, certain improvements to the intersection of Henry Harris Road and Shelley Mullis Road (the "Intersection").

C. Lennar intends to develop a 377 lot residential subdivision in Lancaster County to be known as Harris Mill.

D. Lennar has obtained a transportation impact analysis (the "Lennar TIA") for the Harris Mill development dated August 8, 2019 prepared by Design Resource Group, P.A. The Lennar TIA recommends, among other things, improvements to the Intersection.

E. Improvements to the intersection are necessary to offset the expected traffic impacts of the Wilson Creek development and Harris Mill development and maintain or improve upon existing traffic conditions at the Intersection.

F. The Intersection improvements will benefit the citizens of Lancaster County by maintaining or improving traffic conditions at the Intersection. The Intersection improvements will be dedicated to Lancaster County or the South Carolina Department of Transportation as public right of ways upon completion of the improvements.

G. The Parties agree that the construction of a single lane roundabout (the "Roundabout") at the Intersection is preferred over the other options for the Intersection improvements contained in the Developer TIA and the Lennar TIA.

NOW THEREFORE in consideration of the premises and the mutual covenants contained herein the Parties agrees as follows:

1. Construction of Roundabout. Developer agrees to:

a. engage a South Carolina licensed engineer to prepare plans (the "Plans") for the construction of the Roundabout, which Plans must conform to and comply with the South Carolina Department of Transportation ("SCDOT") requirements for a single lane roundabout;

b. construct the Roundabout in accordance with the Plans;

c. pay the costs, including right of way acquisition, for the preparation of the Plans and the construction of the Roundabout, less the amount of the contributions required from the other Parties; and

d. maintain the Roundabout at its sole cost and expense following the completion of the Roundabout and prior to the acceptance thereof by the County or SCDOT, as applicable.

2. Payment of Costs. Developer will prepare a budget (the "Budget") of all of the costs connected with the construction of the Roundabout, including the Plans and right of way acquisition (the "Construction Cost"). Developer will deliver a copy of the Budget to each of the other Parties within a reasonable period of time after the Effective Date with said Budget being subject to approval of the County. The Construction Cost will be paid as follows:

a. Lennar will pay the sum of $150,000.00 (the "Lennar Contribution") to Developer as Lennar's sole obligation hereunder;

b. the County will reimburse Developer a sum not to exceed $280,000.00 (the "County Contribution"); and

c. the Developer will pay the balance of the Construction Cost (the "Developer Contribution").

3. Construction Fund. No later than January 7, 2022, Developer will (i) open an account (the "Construction Account") with a state or national chartered bank located in Lancaster County, South Carolina, which will be used to pay the Construction Cost, and (ii) deliver notice to the other Parties that the Construction Account has been opened. No later than January 14, 2022, Lennar will deliver to Developer all of the Lennar Contribution, and Developer will deposit into the Construction Account the Developer Contribution and the Lennar Contribution, less the amount of the Developer Contribution paid by Developer prior to the opening of the Construction Account (the "Cost Advances") and notify each of the other Parties of the funding of the Construction Account. Developer will deliver to each of the other Parties reasonable evidence of the Cost Advances sufficient to ensure that said Cost Advances are applied solely and exclusively to the Construction Costs.

Developer shall have (a) sole and exclusive authority to direct and manage the construction of the Roundabout, (b) sole and exclusive control over the Construction Account, and (c) the sole and exclusive authority to cause the funds in the Construction Account to be disbursed for payment of the Construction Costs. Without limiting the foregoing, Developer shall have the sole and

exclusive authority to determine if and when invoices related to the construction of the Roundabout are to be paid and to make all decisions regarding the construction of the Roundabout (except as specifically set forth herein). If the Construction Cost exceeds the funds in the Construction Account, Developer will pay the additional costs directly or at its option contribute the additional funds to the Construction Account. Any funds remaining in the Construction Account after the completion of construction and acceptance of the Roundabout by the SCDOT will be paid to Developer. Provided Lennar delivers the Lennar Contribution to Developer, Developer hereby agrees to indemnify, defend and hold Lennar harmless from and against all injury, damage, loss, cost, or expense, including, but not limited to, reasonable attorneys' fees and court costs arising solely out of the construction of the Roundabout (but excluding any special, consequential or punitive damages).

4. Reimbursement. County shall reimburse Developer for expenditures from the Construction Fund in an amount not to exceed $280,000.00. Developer may only request reimbursement from the County upon certification that the construction of the Roundabout has reached Seventy (70%) Percent completion. The Developer's request for reimbursement shall be accompanied by a Report, as defined in Paragraph 6 of this Agreement along, with a certification from the Engineer of Record that the work completed and in place in accordance with the Plans has reached 70%. Upon approval by the County, Developer may make monthly requests for reimbursements for Cost Advances made thereafter for Construction Costs incurred for the final Thirty (30%) Percent of the construction of the Roundabout with said reimbursement not to exceed the County Contribution. If Developer obtains final completion of the Roundabout and has not requested reimbursement from the County for the full amount of the County Contribution, Developer may make a final request for reimbursement for the balance of the County Contribution as reimbursement for Construction Costs incurred. The County has the right to withhold reimbursement to the Developer if any claims have been asserted for nonpayment either (1) by subcontractors or suppliers against the contractor or the payment bond surety or (2) by the contractor against Developer. At any time during the performance of the construction of the Roundabout, the County has the right to request an audit of the Developer's records at any time to ensure the compliance with the terms of this Agreement.

5. Contracts. Developer will enter into one or more contracts for the construction of the Roundabout (the "Construction Contracts"), which Construction Contracts will obligate the contractor to construct the Roundabout, or portions of the Roundabout, in accordance with the Plans and will obligate the Developer to pay for the cost of such construction. The terms and conditions of the Construction Contracts will be determined by the Developer and the contractor, provided that all such Construction Contracts shall require the contractor to provide performance and payment bonds with the penal sum of the bond equal to the amount of the contract and issued by a surety company license in South Carolina with an "A" minimum rating of performance as stated in the most current publication of Best Key Rating Guide, Property Liability, which company shows a financial strength at least five (5) times of the contract price. The other Parties will have no right to review or approve the Construction Contracts. Copies of the fully executed Construction Contracts and all amendments thereto will be delivered to each other Party no later than ten (10) days after their execution.

6. Plans. The Plans will be prepared by an South Carolina engineer pursuant to a contract with the Developer. The terms and conditions of the Plans will be determined by the Developer and the engineer. The other Parties will have no right to review or approve the Plans. Copies of the fully final Plans approved by the SCDOT will be delivered to each other Party no later than ten (10) days after their approval. A preliminary version of the Plans that generally depicts the requirements for the Roundabout is attached hereto as Exhibit A.

7. Reports. On or before the 15th day following the end of the first full month after the opening of the Construction Account, and on the 15th day of each month thereafter until the completion of the construction of the Roundabout, Developer will deliver to each of the other Parties a written report sent to the e-mail address for that Party which shows (a) the funds expended to date with a comparison to the Budget and (b) the percent completion of the construction of the Roundabout.

8. Acquisition of Right of Way. All permanent or temporary right of way that is needed for the construction of the Roundabout ("Right of Way") is identified on Exhibit B attached hereto. Developer will use commercially reasonable efforts to acquire the Right of Way by contract with the applicable property owner or owners. If a commercially reasonable effort to acquire the Right of Way is not successful, then the County agrees to use its power of eminent domain to acquire the necessary Right of Way. Developer agrees to reimburse the County for the award, settlement, or contract price paid to the property owner for the Right of Way, plus reasonable attorney fees and costs expended by the County. The cost to acquire the Right of Way, whether by contract or through eminent domain, will be included in the Construction Cost.

9. Construction Schedule. Developer agrees to commence construction of the Roundabout no later than July 31, 2022 and further agrees that it will achieve substantial completion of the construction of the roundabout within twenty-four (24) months after commencing construction, all of which is subject to matters of Force Majeure. Failure to achieve substantial completion in accordance with the Construction Schedule will be considered a material default of this Agreement.

10. TIA Compliance. The County agrees (a) that Developer's agreement to construct the Roundabout as set forth herein will constitute full compliance with (i) the County's recommendations and/or requirements for improvements to the Intersection in the Developer TIA and the Lennar TIA and (ii) any other requirements of the County with respect to the Intersection, (b) that no further improvements to the Intersection will be required by Developer or Lennar, and (c) Lennar shall not be liable or required to contribute any additional consideration with respect to this Agreement or any obligations or improvements referenced herein.

11. Notice. Any notice required or permitted by the Agreement will be effective if in writing and delivered to the required Party by (a) personal delivery, (b) e-mail, (c) delivery by courier service, or (d) depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid and addressed to the Party. Such notice will be deemed to be delivered at the time of personal delivery, or, if mailed, on the date that it was deposited with the United States Postal Service. Rejection or other refusal by the addressee to

accept notice will be deemed to be receipt of the notice on the third day following the date postmarked. The inability of the United States Postal Service to deliver the notice because of a change in address of the Party of which no notice was given to the other Party as provided below will be deemed to be receipt of the notice on the third day following the date postmarked. The address of the Parties to which notice is to be sent are those set forth below and where more than one address is shown for a Party, notice must be sent to all such addresses. The addresses below may be changed by a Party by giving the other Parties written notice of the new address.

To the County:

LANCASTER COUNTY
101 N. Main Street
Lancaster, South Carolina 29720
Attn: County Administrator

Copy to:

LANCASTER COUNTY
101 N. Main Street
Lancaster, South Carolina 29720
Attn: County Attorney

To Lennar:

LENNAR CAROLINAS, LLC
6701 Carmel Road, Suite 425
Charlotte, North Carolina 28226
Telephone No.: (704) 542-8300
Attn: Mark Henninger
E-Mail: mark.henninger@lennar.com

Copy To:

LENNAR CORPORATION
700 NW 107th Avenue - 4th Floor
Miami, Florida 33172
Attn: General Counsel
E-Mail: mark.sustana@lennar.com

LENNAR CORPORATION
4600 W. Cypress Street, Suite 200
Tampa, Florida 33607
Telephone No.: (850) 888-7105
Attn: Phil Wolf
E-Mail: phil.wolf@lennar.com

ST. AMAND & EFIRD, PLLC
3315 Springbank Lane, Suite 308
Charlotte, NC 28226
Telephone No.: (704) 837-2670
Attn: Scott Efird
E-Mail: sefird@stamand-efird.com

To Developer:

PROVIDENT BAYARD, LLC

1108 Industrial Drive
Mathews, NC 28105
Attention: Ken Holbrooks
Email: ken@bayarddevelopment.com

12. Default. If a Party fails to perform its obligations hereunder (a "Default"), any other Party may give notice to such defaulting Party of the event of Default, and, if the Default is not cured within the applicable cure period set forth below, any non-defaulting Party may bring an action to compel performance by the defaulting Party and seek such other relief as may be available at law and in equity. For purposes of this Section 10, "cure period" means (a) a period of ten (10) days after notice if the Default is a monetary Default and (b) sixty (60) days after notice if the Default is a non-monetary Default, provided that such sixty (60) day period may be extended for a reasonable period of time if the non-monetary Default cannot reasonably be cured within sixty (60) days and the defaulting Party commences the cure of such Default within said sixty (60) day period.

13. No Partnership. It is expressly understood and agreed that no Party is a partner, joint venturer or associate of any other Party. No provision of this Agreement shall be construed to impose upon any Party hereto any obligation or restriction not expressly set forth herein.

14. Counterparts. This Agreement may be executed in counterparts all of which taken together shall be deemed one original when executed by both parties.

15. Amendment and Modification. This Agreement embodies the full agreement of the Parties relating to the subject matter hereof and supersedes any and all prior understandings or

commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their assigns and successors, except as herein provided to the contrary.

17. Controlling Law. This Agreement and the rights of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of South Carolina.

18. Partial Invalidity. In the event that any part or provision of this Agreement is determined to be invalid or unenforceable, the remaining parts and provisions of this Agreement which can be separated from the invalid, unenforceable provision shall continue in full force and effect.

19. Assignment. In the event that Developer conveys to a third party ("Buyer") either (a) the land (the "Land") which constitutes the Wilson Creek Development or (b) the contracts which give Developer the right to buy the Land, then Developer will have the right to assign to the Buyer all of its rights and obligations under this Agreement and upon the assumption by the Buyer of Developer's obligations under this Agreement, Developer will have no further rights or obligations hereunder. Developer will deliver to each other Party a copy of the assignment of this Agreement.

20. Captions. The paragraph and marginal titles, numbers and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, modify, or describe the scope or intent of this Agreement nor any provision herein.

21. Force Majeure. Notwithstanding anything in this Agreement to the contrary, no Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by it if any failure of its performance shall be due to Force Majeure (defined below), and the time for performance by a Party shall be extended by the period of delay resulting from or due to Force Majeure. The term "Force Majeure" shall mean any acts of God; enemy acts; acts of war; acts of terrorism or bioterrorism; riot, insurrection or other civil commotion; intervention by civil or military authorities of government; declared state of emergency or public health emergency; pandemic (including, without limitation, COVID-19); government-mandated quarantine or travel ban; government-mandated closure (including, without limitation, closure of buildings, airports, harbors, railroads and/or pipelines or other infrastructure); general unavailability of or excessive cost for certain materials; strikes, boycotts, lockouts, labor disputes or work stoppage, or labor shortages; and/or any other cause not reasonably within the control of such party and which, by the exercise of due diligence, such party is unable, wholly or in part, to prevent or overcome. Notwithstanding the foregoing, in no event shall Force Majeure events in the aggregate extend any deadline herein by more than sixty (60) days.

22. Development Agreement. The Parties understand and agree that this Agreement arises out of and relates to work contemplated under the Development Agreement. As such, this Agreement is deemed to be complementary to the Development Agreement and nothing herein should be interpreted to void or supersede any rights or obligations under the Development Agreement.

[signatures on next page]

In Witness Whereof the parties have signed this Agreement as of the date indicated below their signatures.

LANCASTER COUNTY

By _____
Name:
Title:
Date:

LENNAR CAROLINAS, LLC

By _____
Name: Mark Henninger
Title: Vice President
Date:_____

PROVIDENT BAYARD, LLC

By its Manager
Bayard Development, LLC

By _____
Name: Kenneth W. Holbrooks
Title: Manager
Date:

By its Manager
Provident Land Services, Inc.

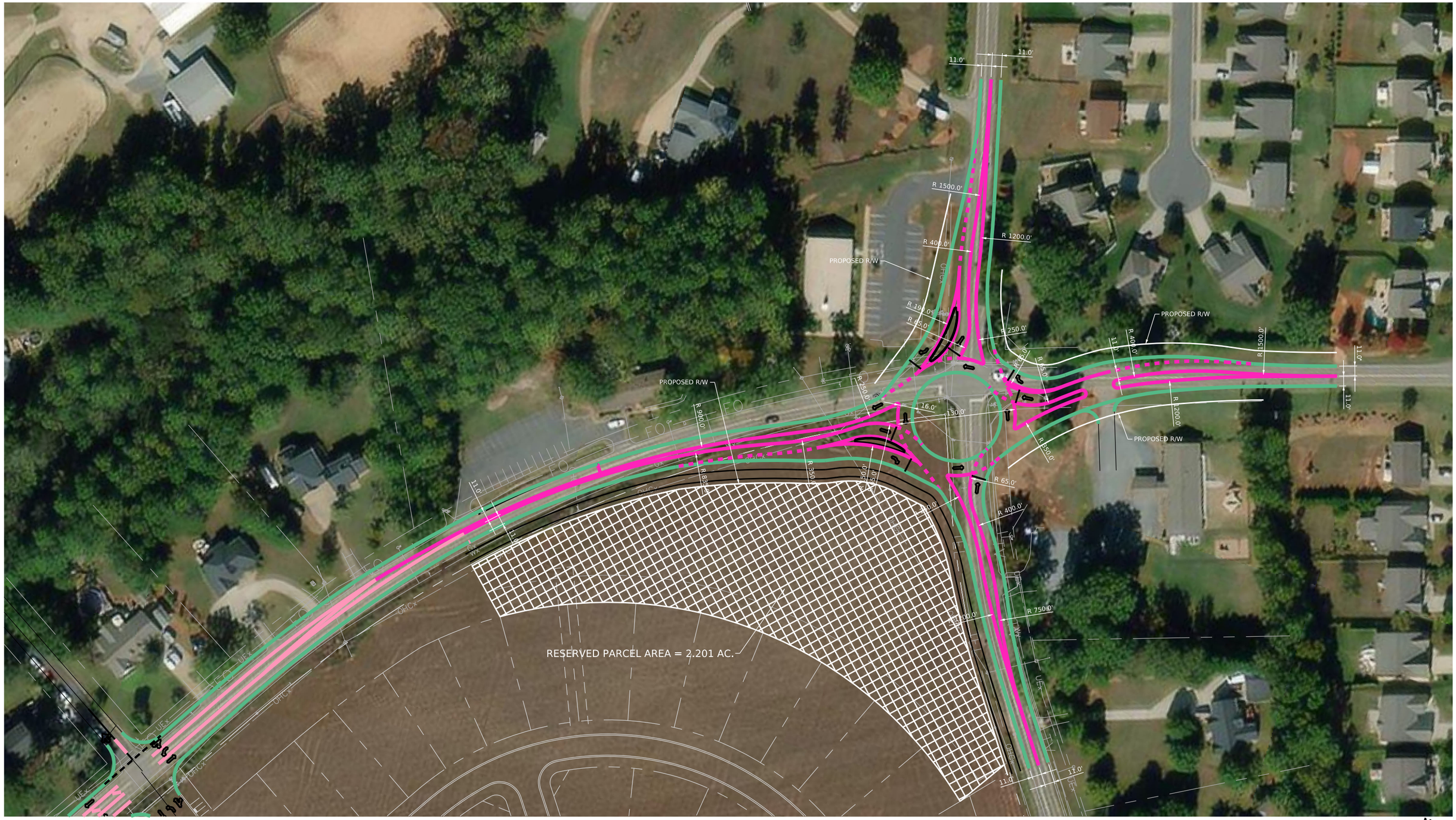
By _____
Name: Thomas D. Waters
Title: President
Date:

EXHIBIT A
Roundabout Plans

See attached.

EXHIBIT B
Description of Right of Way

See attached.



ColeJenest & Stone

WILSON CREEK

PRELIMINARY ROADWAY DESIGN

Project No.: 4717

Issued: MAY-10-2021

NOT TO SCALE

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1788
Contact Person / Sponsor: John DuBose- County Attorney
Department: Attorney
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Whether to grant the City of Lancaster two fifteen foot (15') wide permanent utility easements so that the City of Lancaster can provide water and sewer service to the Air Rail Industrial Park.

Points to Consider:
The easement grants will allow the City of Lancaster to provide water and sewer services to lots 4, 5 and 6 in the Air Rail Park. Water and sewer infrastructure is necessary for marketing and development of the Air Rail Park parcels.

A temporary construction easement will also be granted to allow for installation of the utilities.

The easements and the plat exhibit are included in the agenda materials.

An aerial image of the air rail park with the location of the improvements is also included in the agenda package as additional background material.

Funding and Liability Factors:
Not applicable.

Council Options:
Approval or disapproval of the Ordinance.

Recommendation:
Approve the Ordinance authorizing the permanent utility easement grants to City of Lancaster.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1788	11/18/2021	Ordinance
Exhibit A to Ordinance 2021-1788 Easement Agreement	11/18/2021	Exhibit
Exhibit to Easement Agreement - PLAT	11/11/2021	Exhibit
Background Material- Aerial image- Waterline Extension	11/11/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021 - 1788**
COUNTY OF LANCASTER)

AN ORDINANCE

TO APPROVE EASEMENT GRANTS TO THE CITY OF LANCASTER UPON REAL PROPERTY OWNED BY LANCASTER COUNTY BEARING TAX PARCEL NUMBER 0066-00-040.00 AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EFFECTUATE THE GRANT OF THE EASEMENTS AND TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

(1) Lancaster County (the "County") owns land at tax parcel number 0066-00-040.00 containing the Lancaster Air Rail Park.

(2) City of Lancaster (the "City") has received RIA funding to install new water and sewer lines in the Air Rail Park, allowing the City to provide water and sewer utility services to lots 4, 5, and 6 in the Air Rail Park.

(3) The City requires fifteen foot (15') wide permanent utility easements along the Air Rail Park property lines and along Highway 9 for the placement of the new water and sewer lines.

(4) The County desires to grant utility easements rights over a portion of the County property so the City may construct and maintain a permanent water and sanitary sewer system.

(5) The easement grants are in the best interest of the County and is in furtherance of the development and improvement of a County asset.

(5) It is the purpose of this ordinance to approve utility easement grants from the County to the City.

Section 2. Approval of right-of-way easements.

Council authorizes and approves the grant of the easements to the City for the construction, management, and maintenance of a permanent water and sanitary sewer system over and upon Tax Map No. 0066-00-040.00 as described in Section 1.

The form of the Easement instrument is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the easements are incorporated herein by reference as if the easements were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Easement instrument on behalf of the County. By adoption of this

ordinance, Council approves the easement instrument and all its terms, provisions and conditions. The easement instrument is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the easement instrument, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement instrument attached to this ordinance.

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

Section 4. Severability.

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

Section 5. Conflicting provisions.

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

Section 6. Effective date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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 22, 2021
Second Reading:	December 13, 2021
Public Hearing:	December 13, 2021
Third Reading:	January 10, 2022

Approved as to form:

_____
John DuBose, County Attorney

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<u>Exhibit A</u> to Ordinance No. 2021-1788

Air Rail Park Waterline Expansion Easement Agreement
Lancaster County to City of Lancaster

Tax Map No. 0066-00-040.00

See attached.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

GRANT OF UTILITY EASEMENTS

KNOW ALL PEOPLE BY THESE PRESENTS, that the **County of Lancaster, South Carolina**, a governmental subdivision of the State of South Carolina, hereinafter referred to as Grantor for and in consideration of ten dollars ($10.00) in hand as well as other good and valuable consideration to Grantor paid by **The City of Lancaster**, a municipal corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted bargained, sold and released, and by these presents does grant, bargain, sell, and release unto the said Grantee and Grantee's heirs, successors, and assigns, the following:

A 15 Foot (15') Wide Permanent Utility Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,169.52 feet (368.36' + 301.93' + 499.23'), more or less,
AND
A 15 Foot (15') Wide Temporary Construction Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,168.77 feet (382.71' + 301.32' + 484.74'), more or less,

Being located near and traversing the southern and western borders of Grantor's property and as shown on a plat of survey entitled "Lancaster Air Rail Park Water and Sewer Easement" prepared by Stewart Engineering, Inc., containing four (4) pages dated October 4, 2021 and filed on _____, 2021 with the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat Number _____. Servient piece, parcel, lot or tract of land being situate, lying and located in the western portion of the County of Lancaster, State of South Carolina.

TOGETHER WITH:

A 15 Foot (15') Wide Permanent Utility Easement being located near the northern border of Grantor's property and partially adjacent to S.C. Highway 9 and as shown on Drawing No. 4 of 4 on a plat of survey entitled "Lancaster Air Rail Park Water and Sewer Easement" prepared by Stewart Engineering, Inc., containing four (4) pages dated October 4, 2021 and filed on _____, 2021 with the Office of the Register of Deeds for Lancaster County, South Carolina, as Plat Number _____. Servient piece, parcel, lot or tract of land being situate, lying and located in the western portion of the County of Lancaster, State of South Carolina.

Portions of Tax Parcel No. 0066-00-040.00

These easements in and to the above-described premises is for the exclusive use by Grantee for constructing and maintaining a permanent water and sanitary sewer system and such related uses as may become necessary or advisable in creating, managing, and maintaining its water lines and sanitary sewer. For such purposes, the Grantor hereby Grants to the Grantee the right to excavate, remove asphalt, and any other offending structures or surfaces, and any and all other structures or surfaces that Grantee in its sole discretion finds advisable is the use and maintenance of the its sanitary sewer system, and to relocate, at Grantee's expense, any and all utility lines upon such property.

The within described easements are conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restriction, if any, are not intended to be reimposed hereby.

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

And the Grantor, does hereby bind itself, it heirs, executors, administrators, and assigns to warrant and forever defend, all and singular the above-described easement in and to the said premises unto the said Grantee, its heirs and assigns against Grantor's heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

<Remainder Of Page Intentionally Left Blank; Signature Page Follows>

WITNESS my hand and seal this _____ day of _____, 2021.

Signed, sealed and delivered in the
presence of these witnesses:

	)	COUNTY OF LANCASTER,
_____	)	SOUTH CAROLINA
	)	
	)	
_____	)	_____
	)	BY:
	)	ITS:

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PERSONALLY appeared before me _____ and made oath that he or she along with the other witness saw the within named Grantor sign, seal, and as his or her act and deed deliver the within-written Easements.

_____

SWORN TO before me this _____
day of _____, 2021.

_____
Notary Public for South Carolina
My Commission expires: _____

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.
3. AREA COMPUTED BY COORDINATE GEOMETRY.
4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.
5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'
6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.
7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
   - 7.3. TOTAL AREA REMAINING OF- 2,056,019 SQUARE FEET, 47.120 ACRES

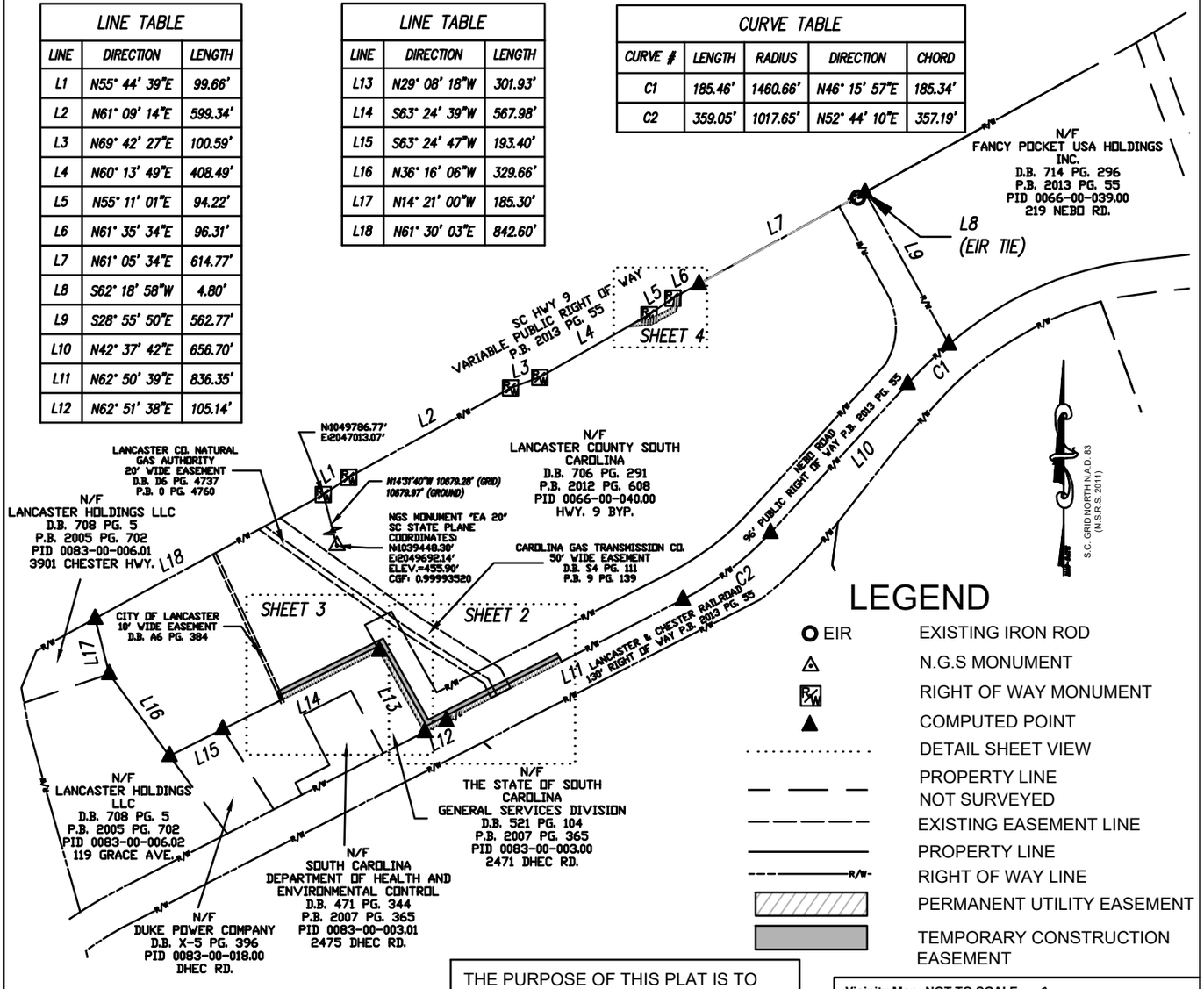
ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N55° 44' 39"E	99.66'
L2	N61° 09' 14"E	599.34'
L3	N69° 42' 27"E	100.59'
L4	N60° 13' 49"E	408.49'
L5	N55° 11' 01"E	94.22'
L6	N61° 35' 34"E	96.31'
L7	N61° 05' 34"E	614.77'
L8	S62° 18' 58"W	4.80'
L9	S28° 55' 50"E	562.77'
L10	N42° 37' 42"E	656.70'
L11	N62° 50' 39"E	836.35'
L12	N62° 51' 38"E	105.14'

LINE TABLE		
LINE	DIRECTION	LENGTH
L13	N29° 08' 18"W	301.93'
L14	S63° 24' 39"W	567.98'
L15	S63° 24' 47"W	193.40'
L16	N36° 16' 06"W	329.66'
L17	N14° 21' 00"W	185.30'
L18	N61° 30' 03"E	842.60'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DIRECTION	CHORD
C1	185.46'	1460.66'	N46° 15' 57"E	185.34'
C2	359.05'	1017.65'	N52° 44' 10"E	357.19'



LEGEND

- EIR — EXISTING IRON ROD
- N.G.S MONUMENT
- RIGHT OF WAY MONUMENT
- COMPUTED POINT
- DETAIL SHEET VIEW
- PROPERTY LINE NOT SURVEYED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- R/W — RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

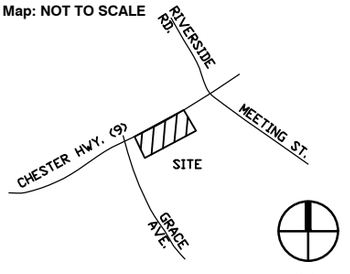
I, J. TIMOTHY THOMAS, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 706, PAGE 291).

DocuSigned by: 7/30/2021

J. TIMOTHY THOMAS, SC PLS 28148

SOUTH CAROLINA PROFESSIONAL SEAL 28148 LAND SURVEYOR JAMES TIMOTHY THOMAS

Vicinity Map: NOT TO SCALE



NEARBY ADDRESS: 2471 DHEC RD.

STEWART
101 N TRYON ST, STE 1400
CHARLOTTE, NC 28202
T 704.334.7925
FIRM LICENSE #: C-1051(NC) CO-1682 (SC)
www.stewartinc.com
PROJECT #: G21002

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 500'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	1 OF 4
Checked By:	NJB		

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.

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6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.

7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES
   - 7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES
   - 7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES
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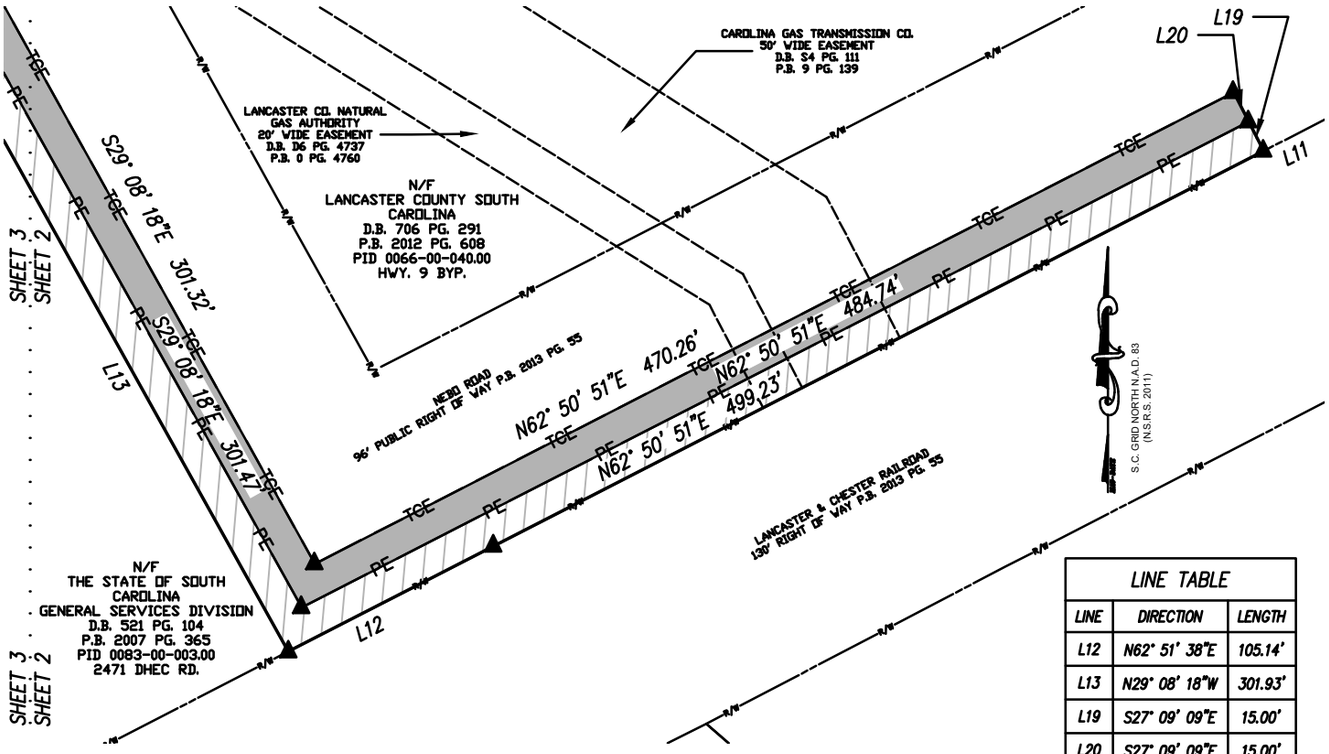

LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N62° 51' 38"E	105.14'
L13	N29° 08' 18"W	301.93'
L19	S27° 09' 09"E	15.00'
L20	S27° 09' 09"E	15.00'

LEGEND

- COMPUTED POINT
- MATCHLINE
- PROPERTY LINE
- NOT SURVEYED
- EXISTING EASEMENT LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- PE — PERMANENT UTILITY EASEMENT
- TCE — TEMPORARY CONSTRUCTION EASEMENT

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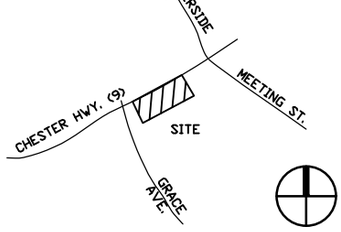

NEARBY ADDRESS: 2471 DHEC RD.

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 80'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	2 OF 4
Checked By:	NJB		

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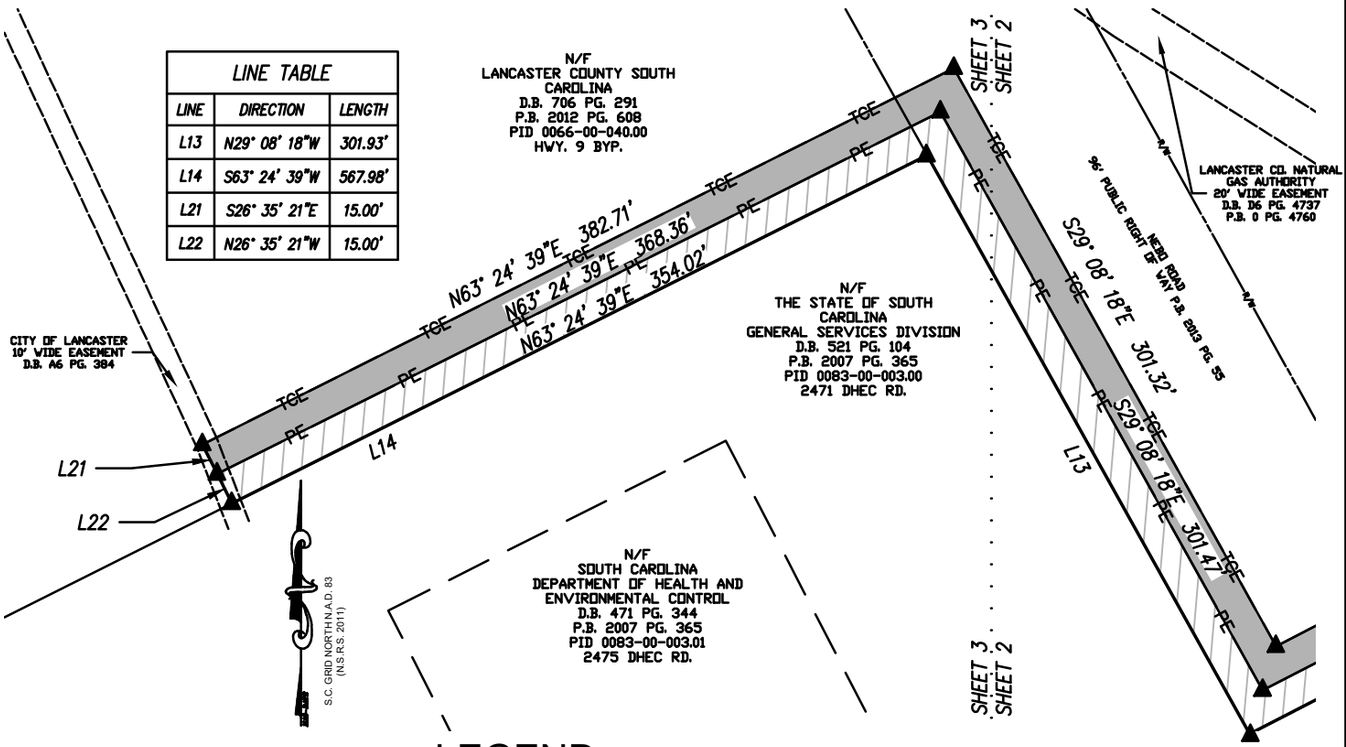

LEGEND

▲	COMPUTED POINT
. . . . .	MATCHLINE
— — —	PROPERTY LINE NOT SURVEYED
— — — — —	EXISTING EASEMENT LINE
———	PROPERTY LINE
---R/W-	RIGHT OF WAY LINE
▨	PERMANENT UTILITY EASEMENT
▩	TEMPORARY CONSTRUCTION EASEMENT
——PE——	PERMANENT UTILITY EASEMENT
— —TCE— —	TEMPORARY CONSTRUCTION EASEMENT

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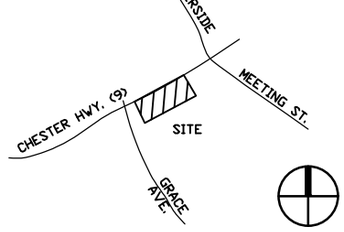

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LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 80'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	3 OF 4
Checked By:	NJB		

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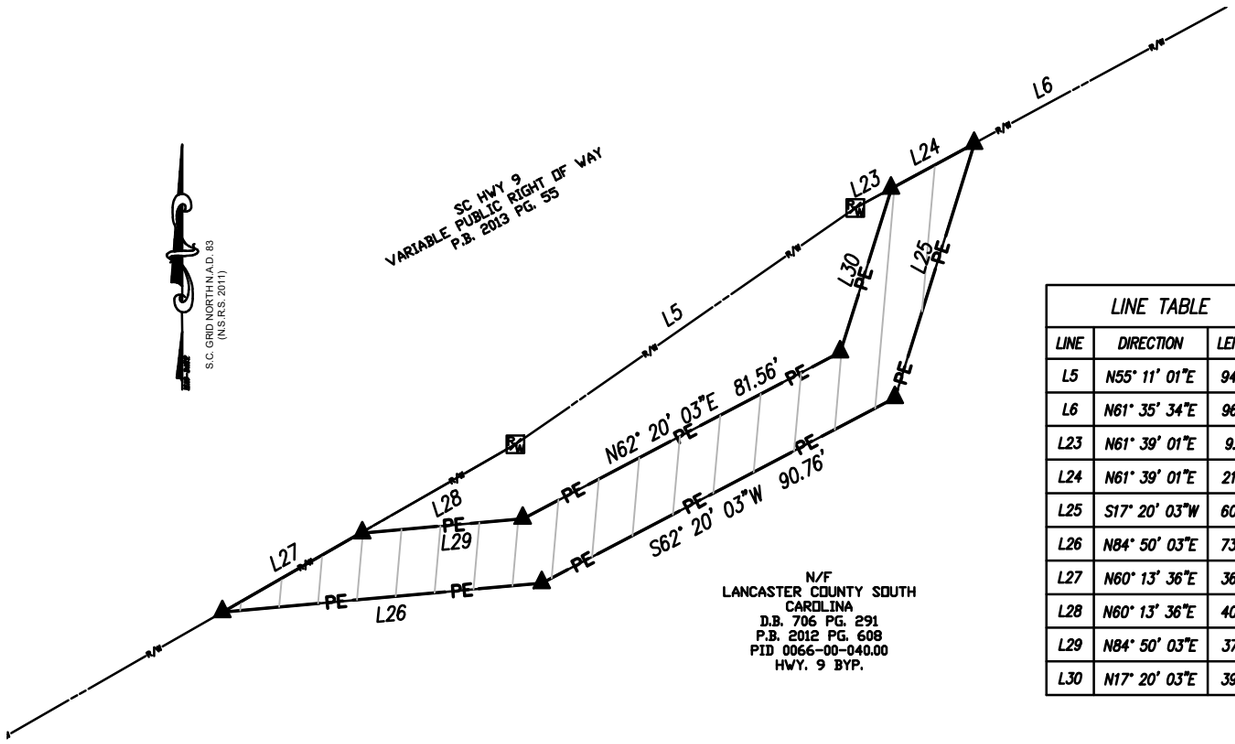

LINE TABLE		
LINE	DIRECTION	LENGTH
L5	N55° 11' 01"E	94.22'
L6	N61° 35' 34"E	96.31'
L23	N61° 39' 01"E	9.39'
L24	N61° 39' 01"E	21.47'
L25	S17° 20' 03"W	60.63'
L26	N84° 50' 03"E	73.04'
L27	N60° 13' 36"E	36.02'
L28	N60° 13' 36"E	40.80'
L29	N84° 50' 03"E	37.31'
L30	N17° 20' 03"E	39.06'

LEGEND

- RIGHT OF WAY MONUMENT
- COMPUTED POINT
- R/W — RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- PE — PERMANENT UTILITY EASEMENT

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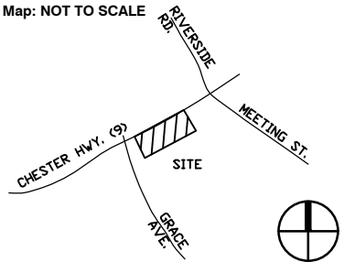

NEARBY ADDRESS: 2471 DHEC RD.

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY, LANCASTER, SC

Project No:	G21002	Ref No:	--
Scale:	1" = 40'	Date:	07-30-2021
Drawn By:	WJT	Drawing No:	4 OF 4
Checked By:	NJB		

= Fire Hydrant
Existing Pump Station
Existing Gravity Sewer
Existing 20" WL
Existing 12" WL
Existing 8" WL
Lot 1
Lot 2
Lot 3
Lot 4
Lot 5
Lot 6
Gas Transmission Mains
Existing 12" WL
Chester Hwy
Mt Nebo Rd
Division III
Proposed 12"
Proposed 8" WL
Division I
Division II
Existing 8" WL
Existing 6" WL
Existing 6" WL
Bowers Fibers
L&C Railroad
3I Products
Grace Ave
ProPlugger
Grace Finishing Plant, Power Plant
Mt Nebo Baptist Church
Dhec Rd
Google

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sheriff Barry Faile / Lancaster County Sheriff's Office
Department: Sheriff Department
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Sheriff Barry Faile would like to notify County Council about the Community Services Deputy grant position that has been applied for, as well as make a request for approval to purchase the remaining equipment for this position.

Points to Consider:
This is a request for consideration of the proposed budget for a Community Services Deputy position. The position is a 3 year grant position funded by community partners, Nutramax Laboratories, Founders Federal Credit Union, and Comporium.
Available Funding:
Year 1- $75,000
Year 2- $60,000
Year 3- $45,000
Year 4 and beyond- County funded

Funding and Liability Factors:

	Salary	Fringe	Other Reoccurring	Total Reoccuring	1 Time Equipment	1 Time Vehicle Cost
Year 1	$52,300	$28,054	$2,690	$80,354	$13,100	$40,000
Year 2	$52,300	$28,054	$2,690	$80,354		
Year 3	$52,300	$28,054	$2,690	$80,354		

	Year 1 Total	Year 2 Total	Year 3 Total	3 Year Total Cost
Total Cost	$133,454	$80,354	$80,354	$294,162
Grant Funding	$75,000	$60,000	$45,000	$180,000
County Contribution	$58,454	$20,354	$35,354	$114,162

Salary and fringe could change and will be dependent on the candidate selected for the position.

There is a one time equipment cost and a one time vehicle cost associated with this position.

Council Options:
Since there is grant funding for the position, Sheriff Faile is requesting contributions from the county, as well as purchase of the vehicle and other one time equipment required for the position.

Recommendation:
Sheriff Faile is respectfully requesting consideration of funding as specified. This position will be a valuable asset to our agency and county. The position will continue to develop partnerships with our community leaders and work to develop the agency's community team policing.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Dennis Marstall/Administration and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Whether to retain professional services to perform a bi-variate regression analysis of County voting precincts to assure that Lancaster County adopts a redistricting map that is compliant with the United States Constitution, the South Carolina Constitution, The Voting Rights Act, and other law applicable to redistricting.

Points to Consider:
Engaging a professional to perform a bi-variate regression analysis will provide the Redistricting Committee and County Council with valuable data so that Lancaster County can assure that the redistricting map that is ultimately adopted is in compliance with the United States Constitution, the South Carolina Constitution, The Voting Rights Act, and other law applicable to redistricting.

Funding and Liability Factors:
Not applicable.

Council Options:
Approve or disapprove engagement of a professional to perform the requested analysis.

Recommendation:
Approve the engagement of a professional to perform the requested analysis.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Whether to appoint Denise Johnston to the Health and Wellness Commission as the District 4 representative. She will be replacing Debbie Jaillette, who has resigned. If appointed, she will be filling an unexpired term that would end on 06/30/2023.

Points to Consider:
Denise Johnston's application is attached for Councils 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 Denise Johnston for the Health and Wellness Commission	11/15/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Denise Johnston **County Council District** 1

Mailing Address _____ **City/Zip** Lancaster, SC 29720

Street Address _____ **Registered Voter** yes ✓ no ___

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

Email: Kdjohnston64@gmail.com

Occupation Ministry **Place of employment** Moriah Baptist Assoc.

Address 914 W Meeting Street **Normal working hours** M-Th 8:30-2:30

(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

I care about the health of our citizens. There are so many benefits to a healthy community. People are happier, healthier. They may live longer with less chronic illnesses and this makes for a happier, more productive community.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) I have taken an interest in my own health and community opportunities to improve it. I am a former WW member and helped plan a 5K at the Springdell track. I worked for the LCCA for a short time and was involved with the Lindsay Pettus Greenway. I write freelance articles for (over)

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 have served as President of the Friends of the Library (Lancaster) and VP of the Friends of Andrew Jackson State Park. I am currently a trail ambassador for the Carolina Thread Trail.

Applicant's signature C. Denise Johnston **Date** 7.2.21

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

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

the Lancaster News. I have taken an interest in our community for the 21 years that I have lived here. I believe that every community should have access to resources that promote health, like medical care, of course, but also fresh food and exercise (movement) activities.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 11/22/2021

Issue for Consideration:
Whether to adopt the 2022 Meeting and Holiday Schedule for Council, Committees, Boards and Commissions and Advisory Boards or make changes to the calendars.

Points to Consider:
The 2022 Calendars are attached for review, consideration and adoption.

Funding and Liability Factors:
N/A

Council Options:
Adopt the calendars or make changes to the calendars.

Recommendation:
Council will need to make a motion to approve or change the calendars.

ATTACHMENTS:

Description	Upload Date	Type
2022 Lancaster County Meeting and Holiday Schedule	11/17/2021	Backup Material
2022 Advisory Boards Meeting and Holiday Schedule	11/17/2021	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 North 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	Monday	January 10, 2022	**June**	Monday	June 13, 2022
	Friday-Retreat	January 21, 2022		Monday	June 27, 2022
	Monday	January 24, 2022	**July**	**Monday**	July 18, 2022
February	Monday	February 14, 2022		***changed to the 3rd Monday of the month****	
	Monday	February 28, 2022	**August**	Monday	August 08, 2022
March	Monday	March 14, 2022		Monday	August 22, 2022
	Monday	March 28, 2022	**September**	Monday	September 12, 2022
April	Monday	April 11, 2022		Monday	September 26, 2022
	Monday	April 25, 2022	**October**	Monday	October 10, 2022
May	Monday	May 09, 2022		Monday	October 24, 2022
	Monday	May 23, 2022	**November**	Monday	November 14, 2022
				Monday	November 28, 2022
			December	Monday	December 12, 2022
				December 26, 2022 **MEETING CANCELLED** (Christmas Holiday)	

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. The meetings that have a * by them will meet at 1:00 p.m. instead of 4:00 p.m. due to budget review.

January	Wednesday	January 12, 2022			
*February	Wednesday	February 16, 2022	July	Wednesday	July 20, 2022
*March	Wednesday	March 16, 2022	August	Wednesday	August 10, 2022
*April	Wednesday	April 13, 2022	September	Wednesday	September 14, 2022
*April	Thursday	April 28, 2022-Budget Presentation	October	Wednesday	October 12, 2022
May	Wednesday	May 11, 2022	November	Wednesday	November 16, 2022
June	Wednesday	June 15, 2022	December	Wednesday	December 14, 2022

The Lancaster County Community Relations Commission meets the third Thursday in Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 20, 2022	**July**	Thursday	July 21, 2022
February	Thursday	February 17, 2022	**August**	Thursday	August 18, 2022
March	Thursday	March 17, 2022	**September**	Thursday	September 15, 2022
April	Thursday	April 21, 2022	**October**	Thursday	October 20, 2022
May	Thursday	May 19, 2022	**November**	Thursday	November 17, 2022
June	Thursday	June 16, 2022	**December**	Thursday	December 15, 2022

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

January	Thursday	January 06, 2022	**July**	Thursday	June 30, 2022
February	Thursday	February 03, 2022	**August**	Thursday	August 04, 2022
March	Thursday	March 03, 2022	**September**	Thursday	September 01, 2022
April	Thursday	April 07, 2022	**October**	Thursday	October 06, 2022
May	Thursday	May 05, 2022	**November**	Thursday	November 03, 2022
June	Thursday	June 02, 2022	**December**	Thursday	December 01, 2022

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, via Zoom. 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 09, 2022	**August**	Wednesday	August 10, 2022
April	Wednesday	April 13, 2022	**October**	Wednesday	October 12, 2022
June	Wednesday	June 08, 2022	**December**	Wednesday	December 14, 2022

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 pm, and at other times at the call of the chair.

January	Tuesday	January 11, 2022	**July**	Tuesday	July 12, 2022
March	Tuesday	March 08, 2022	**September**	Tuesday	September 13, 2022
May	Tuesday	May 10, 2022	**November**	Tuesday	November 08, 2022

The Indian Land Fire Protection District Commission meets the 3rd Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.

January	Wednesday	January 19, 2022	**July**	Wednesday	July 20, 2022
			August	Wednesday	August 17, 2022
February	Wednesday	February 16, 2022	**September**	Wednesday	September 21, 2022
March	Wednesday	March 16, 2022	**October**	Wednesday	October 19, 2022
April	Wednesday	April 20, 2022	**November**	Wednesday	November 16, 2022
May	Wednesday	May 18, 2022	**December**	Wednesday	December 21, 2022
June	Wednesday	June 15, 2022			

The Lancaster County Library Board meets the last Tuesday of the each month at 6:30 pm. The location of the meetings can be held at the Del Webb Library, the Kershaw Library, or the Lancaster Library. The location will be on the agenda of the each meeting.

January	Tuesday	January 25, 2022	**July**	Tuesday	July 26, 2022
February	Tuesday	February 22, 2022	**August**	Tuesday	August 30, 2022
March	Tuesday	March 29, 2022	**September**	Tuesday	September 27, 2022
April	Tuesday	April 26, 2022	**October**	Tuesday	October 25, 2022
May	Tuesday	May 31, 2022	**November**	Tuesday	November 29, 2022
June	Tuesday	June 28, 2022	**December**	NO MEETING	

The Lancaster Planning Commission meets in the County Administration Building Council Chambers, 101 North 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 06, 2022
	Regular Meeting	Tuesday	January 18, 2022
February	Work Session	Thursday	February 03, 2022
	Regular Meeting	Tuesday	February 15, 2022
March	Work Session	Thursday	March 03, 2022
	Regular Meeting	Tuesday	March 15, 2022
April	Work Session	Thursday	April 07, 2022
	Regular Meeting	Tuesday	April 19, 2022
May	Work Session	Thursday	May 05, 2022
	Regular Meeting	Tuesday	May 17, 2022
June	Work Session	Thursday	June 02, 2022
	Regular Meeting	Tuesday	June 21, 2022
July	Work Session	Thursday	July 07, 2022
	Regular Meeting	Tuesday	July 19, 2022
August	Work Session	Thursday	August 04, 2022
	Regular Meeting	Tuesday	August 16, 2022
September	Work Session	Thursday	September 01, 2022
	Regular Meeting	Tuesday	September 20, 2022
October	Work Session	Thursday	October 06, 2022
	Regular Meeting	Tuesday	October 18, 2021
November	Work Session	Thursday	November 03, 2022
	Regular Meeting	Tuesday	November 15, 2022
December	Work Session	Thursday	December 01, 2022
	Regular Meeting	Thursday	December 20, 2022

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 pm.

January	Tuesday	January 18, 2022	**July**	Tuesday	July 19, 2022
February	Tuesday	February 15, 2022	**August**	Tuesday	August 16, 2022
March	Tuesday	March 15, 2022	**September**	Tuesday	September 20, 2022
April	Tuesday	April 19, 2022	**October**	Tuesday	October 18, 2022
May	Tuesday	May 17, 2022	**November**	Tuesday	November 15, 2022
June	Tuesday	June 21, 2022	**December**	Tuesday	December 20, 2022

The Lancaster County Board of Zoning Appeals meets on the 1st Tuesday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:00 pm.

January	Tuesday	January 04, 2022	**July**	Tuesday	July 05, 2022
February	Tuesday	February 01, 2022	**August**	Tuesday	August 02, 2022
March	Tuesday	March 01, 2022	**September**	Tuesday	September 06, 2022
April	Tuesday	April 05, 2022	**October**	Tuesday	October 04, 2022
May	Tuesday	May 03, 2022	**November**	Tuesday	November 01, 2022
June	Tuesday	June 07, 2022	**December**	Tuesday	December 06, 202

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 2022

Holiday	Date Observed
New Year's Day	Monday, January 3, 2022
Martin Luther King Day	Monday, January 17, 2022
Easter Monday	Monday, April 18, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day Day After Thanksgiving	Thursday, November 24, 2022 and Friday, November 25, 2022
Christmas Holiday	Friday, December 23, 2022 Monday, December 26, 2022 Tuesday, December 27, 2022
New Year's Day	Monday, January 2, 2023

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 6:30 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 11, 2022	**July**	**NO MEETING SCHEDULED**	
February	Tuesday	February 08, 2022	**August**	Tuesday	August 09, 2022
March	Tuesday	March 08, 2022	**September**	Tuesday	September 13, 2022
April	Tuesday	April 12, 2022	**October**	Tuesday	October 11, 2022
May	Tuesday	May 10, 2022	**November**	Tuesday	November 08, 2022
June	Tuesday	June 14, 2022	**December**	Tuesday	December 13, 2022

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

Lancaster County Stormwater Advisory Council
Lancaster County Trail Advisory Committee
Lancaster County Animal Shelter Advisory Board
Lancaster County Accommodation Tax Advisory Committee
Lancaster County Airport Advisory Committee

HOLIDAY OBSERVANCES FOR THE YEAR 2022

Holiday	Date Observed
New Year's Day	Monday, January 3, 2022
Martin Luther King Day	Monday, January 17, 2022
Easter Monday	Monday, April 18, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Veterans Day	Friday, November 11, 2022
Thanksgiving Day Day After Thanksgiving	Thursday, November 24, 2022 and Friday, November 25, 2022
Christmas Holiday	Friday, December 23, 2022 Monday, December 26, 2022 Tuesday, December 27, 2022
New Year's Day	Monday, January 2, 2023