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

July 18, 2022 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Councilmember Terry Graham**
4. **Approval of the Agenda**

   [deletion and additions of non-substantive matter]
5. **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.]
6. **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 June 15, 2022 County Council Committee Of The Whole Meeting

   b. Approval of Minutes from the June 27, 2022 County Council Regular Meeting
7. **Non-Consent Agenda**

   a. Resolution 1205-R2022 regarding Support for the South Carolina American Revolution Sestercentennial Commission

Resolution Title: A Resolution To Support The South Carolina American Revolution Sestercentennial Commission And Recognize The Lancaster County 250 Committee. ***- Dennis Marstall***

b. Resolution 1206-R2022 regarding the Catawba Regional Council of Government (COG) Governance and Dues Structure Changes

Resolution Title: A Resolution Approving Amendment To Article II And Article IV Of The Catawba Regional Council Of Governments Operating Agreement And To Provide For Other Matters Related Thereto. ***- Dennis Marstall/ Randy Imler, Catawba Regional Council of Governments***

c. Public Hearing and 3rd Reading of Ordinance 2022-1812 regarding Approving Amended and Restated Economic Development Agreement with Don Construction Products

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amended And Restated Fee Agreement By And Among Lancaster County And Don Construction Products, Inc., Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits With Respect To Certain Property In The County. ***Passed 7-0 at the June 13, 2022 County Council Meeting. Passed 7-0 at the June 27, 2022 County Council Meeting. - Dennis Marstall***

d. Public Hearing and 1st Reading of Ordinance 2022-1815 regarding Rezoning Property for Five Parcels from General Business District (GB) and Light Industrial District (LI) to Institutional District (INS) for the Purpose of Building a new Detention Center

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Parcels Totaling Approximately 63.8 Acres Located At 1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068l-0F-011.00, 0068l-0F-013.00, 0068l-0F-015.00, 0068l-0F-016.00 & A Portion Of 0069-00-045.00) From General Business District (GB) And Light Industrial District (LI) To Institutional District (INS). ***- Planning Department Case Number: RZ-2022-0978. The Planning Commission recommended approval by unanimous vote and Planning staff also recommended approval of the rezoning request. - Rox Burhans***

e. Public Hearing and 1st Reading of Ordinance 2022-1816 regarding Rezoning Property Located at 7580 Charlotte Highway from Neighborhood Business District (NB) to General Business District (GB) to Allow Potential Tenants of the Existing Shopping Center Use/Sale of Alcohol, Beer, Craft Beer and Wine (Applicant Michelle Sharp on Behalf of Owner R.B. Grisham/Grisham Family LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 1.863 Acres At 7580 Charlotte Highway (TMS# 0016-00-027.01) From Neighborhood Business (NB) District To General Business (GB) District. ***- Planning Department Case Number: RZ-2022-0812. The Planning Commission recommended approval by a vote of 4-1 and Planning staff also recommended approval of the rezoning request. - Rox Burhans***

8. Discussion and Action Items

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

10. Miscellaneous Reports and Correspondence

11. Executive Session

[motions from Members may follow]

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

1. One Legal Briefing regarding a Contractual Matter. SC Code 30-4-70(a)(2).

12. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County

Administration Building and are available on the Website: **www.mylancastersc.org**

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

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Approve or amend the minutes from the june 15, 2022 Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the June 15, 2022 Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:
There are no funding or liability factors regarding approval of minutes.

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 6-15-2022 Committee of the Whole Meeting	7/11/2022	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

June 15, 2022 | **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 *(arrived at approximately 4:02 after Citizen Comments)*, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff, and Billy Mosteller.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; John Bodner, Assistant County Administrator; Kim Belk, Budget Director; Rox Burhans, Development Services Director; Veronica Thompson, Financial Services Director; Paul Moses, Airport Director; Darren Player, Emergency Management/Fire Rescue Director; Lisa Robinson, Human Resources Director; Suzette Murphy, Auditor; Hal Hiott, Parks and Recreation Director; Katherine Jones, Assistant Parks & Recreation Director; the press; various Department Heads; various employees and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Chairman Steve Harper

Chairman Steve Harper called the Committee of the Whole meeting to order at approximately 4:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Allen Blackmon

Larry Honeycutt led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

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

Citizens Comments

The following citizens signed up for Citizens Comments: None.

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

Discussion and Action Items

American Rescue Plan Act (ARPA) Update and Potential Funded Projects - Dennis Marstall

Dennis Marstall reviewed the projects for the American Rescue Plan Act (ARPA) funds. He stated Lancaster County has been allocated $19 million from the federal government. He stated to date, Council has allocated $12.2 million to various projects. He stated the technology for Council Chambers has been scheduled as follows: the audio equipment installation is scheduled for July and video is scheduled for December. He stated there are supply chain issues with the equipment. He stated after purchasing twelve (12) Sheriff's Office vehicles and upgrading the Barnett building for $1 million, the County would have $5.1 million remaining. He reviewed the items on the current work flow, as well as items still remaining on the list of requests. He stated of the $19 million, regulations allow $10 million to be classified as revenue placement. He explained the $10 million is included in the $19 million, not in addition to it.

Chief Greg Nicholson from Pleasant Valley Fire Department spoke regarding funding for a station 2. He stated they have paid $40,000 for a design phase for station 2. He also stated there are approximately 7,000 houses being built in station 2's area and he doesn't have any place to put firefighters to cover the area. His architect stated at current prices, it should cost approximately $5 million for minimum square footage.

Mr. Marstall stated there will be further discussion starting in August regarding fire rescue. Staff and Council discussed a possible increase in roof top fees for the fire districts.

Larry Honeycutt discussed the need for an EMS bus. He stated the bus would accommodate 20 patients.

Roselyn Residential Improvement District (RID) and other Development Issues - Dennis Marstall

Dennis Marstall updated information on the Roselyn Residential Improvement District. Council decided in October 2020 to allow the developer to use bonds to cover the infrastructure expenses. The developer has incurred $12 million in expenses thus far and has begun the bond process with the bond council. John DuBose stated they are also currently working on the creation of a fire district, which would be shared between two districts, Riverside and Shiloh Zion. Mr. Marstall stated there should be more information coming forward in late August or early fall.

Zoning and Land Use for Billboards - Dennis Marstall/Rox Burhans

Dennis Marstall spoke regarding using County land for billboards. He stated he wanted Council to have information regarding land use restrictions. Rox Burhans reviewed the County power point presentation which is attached to the written minutes in the Clerk to Council's office.

There was discussion concerning billboards currently in place in Lancaster County. Council noted that the information contained on the billboards can be helpful to the citizens. There were questions regarding our current

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billboards and that they were grandfathered before the regulations came into effect. Rox stated they were placed before the regulations and new standards were in place and now there is a high bar set to be able to place new billboards.

Hal Crenshaw stated the goal is to help his son's business. He stated they have technology that allows amber alerts, as well as any public service announcements. He stated they have approximately ten (10) acres of land at the corner of Rocky River Road and Tabernacle Road that they are willing to give to Lancaster County for public use as the County sees fit, such as a fire department. He stated they are not interested in placing a line of billboards but currently there is an individual who has a monopoly on billboards. He stated the current business owner does not live in Lancaster but the Crenshaw family does live in Lancaster. He stated he would like to place the billboards at the Indian Land Recreation Center and the EMS building located at Walnut Creek. He asked for a 99 year lease in exchange for the ten acre tract of land in the Buford community.

John DuBose discussed legal challenges and doesn't recommend a 99 year lease ever. Council asked for John to research and have ready for discussion in Executive Session for June 27.

Discussion of Closed County Road System - Dennis Marstall

Dennis Marstall stated Council has been receiving questions in regards to adding roads to the current county road system. He stated Council closed the county road system by ordinance in 2014. He continued that staff is reinforcing the 2014 ordinance on closed county road system. He also stated that Jeff Catoe is inspecting the roads being built and ensuring they are being built to standards.

Justice Planners Analysis for Proposed Lancaster County Detention Center - Sheriff Barry Faile/Steve Willis

Dennis Marstall noted that the County has acquired the land for the new Lancaster County Detention Center. He stated members of the Sheriff's Office staff are here to discuss the project planning.

Steve Willis began by stating Council will be receiving project briefings as they become available on the Lancaster County Detention Center. He stated today's briefing would be given by the Project Planner and Justice Planners. He stated they are using 2050 as the forecast to allow for growth. He also stated they are using six (6) years of data for their projections.

Project Planner Chad Catledge introduced Alan Richardson with Justice Planners. Mr. Richardson reviewed the County power point presentation which is attached to the written minutes in the Clerk to Council's office. He stated the purpose of this presentation is to discuss projected inmate population as well as bed space needs. Chad stated they recommend that 300 beds are needed day one (1) and project 450 beds will be needed by year 2050.

Alan Richardson also reviewed another power point presentation which is attached as Schedule A to the written minutes in the Clerk to Council's office. He also recommends five (5) full courtrooms would be needed for future growth.

Citizen Comments

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

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Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Brian Carnes. Motion Passed 7-0.
There being no further business, the Committee of the Whole meeting adjourned at approximately 5:55 p.m.

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Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Approve or amend the minutes from the June 27, 2022 County Council regular meeting.

Points to Consider:
The draft minutes from the June 27, 2022 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:
There are no funding or liability factors regarding approval of minutes.

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 6-27-2022 County Council Regular Meeting	7/14/2022	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

June 27, 2022 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

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Council Members Present: Allen Blackmon *(via telephone/conference call)*, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff, and Billy Mosteller.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; John Bodner, Assistant County Administrator; Kim Belk, Budget Director; Rox Burhans, Development Services Director; Veronica Thompson, Financial Services Director; Paul Moses, Airport Director; Sheriff Barry Faile; Darren Player, Emergency Management/Fire Rescue Director; Hal Hiott, Parks and Recreation Director; the press; various Department Heads; various employees and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The 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 as submitted. Seconded by Brian Carnes. Motion Passed 7-0.

Special Presentations

Chairman Steve Harper recognized the nominees for Board Member of the Year: Khaleek Chapman with the Health and Wellness Commission; Charles Deese with the Planning Commission, Earl Gainey with the Community Relations Commission; Marcia Houston with the Historical Commission, George Kirlin with the Library Board, and Jason Laney with the Fire Commission. He announced the Ted Arant Board Member of the Year award was presented to Marcia Houston with the Historical Commission.

County Administrator Dennis Marstall recognized Carolyn Harris with 911 Communications as the 1st Quarter Employee of the Quarter for Lancaster County.

County Administrator Dennis Marstall recognized Investigator Matthew Snoddy for being chosen as one of Lancaster County's Chamber of Commerce's Top 10 under 40.

Citizens Comments

The following citizens signed up for Citizens Comments: None.

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

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Consent Agenda

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

a. **Approval of Minutes from the June 13, 2022 County Council Regular Meeting**

b. **3rd Reading of Ordinance 2022-1807 regarding Rezoning Property from RN, Rural Neighborhood District to GB, General Business District (Applicant Robert Glenn Couch)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 0.728 Acres Of Property (TMS # 0081D-0B-011.00), Located At The Southeast Corner Of Old Dixie Road And Gardner Avenue, From RN, Rural Neighborhood District, To GB, General Business District. - ***Planning Department Case Number: RZ-2022-0355.***

c. **3rd Reading of Ordinance 2022-1808 regarding Rezoning Property from HDR, High Density Residential to MDR, Medium Density Residential District, for the Purpose of Creating a Single-Family Residential Development (Applicant Earl Coulston)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 43.57 Acres Of Property (TMS # 0141-00-024.00), Located At The Southeast Corner Of The Intersection Of Fork Hill Road And Little Dude Avenue, From HDR, High Density Residential District, To MDR, Medium Density Residential District. - ***Planning Department Case Number: RZ-2022-0412.***

d. **2nd Reading of Ordinance 2022-1812 regarding Approving Amended and Restated Economic Development Agreement with Don Construction Products**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of An Amended And Restated Fee Agreement By And Among Lancaster County And Don Construction Products, Inc., Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits With Respect To Certain Property In The County.

Non-Consent Agenda

Resolution 1197-R2022 regarding Change Order #3 for Old Bailes Road Culvert Replacement Project

Resolution Title: A Resolution To Approve Additional Funding For The Old Bailes Road Culvert Replacement Project.

Brian Carnes moved to approve. Seconded by Larry Honeycutt.

Dennis Marstall stated this item is for audit purposes. The contractor hit rock during excavation which resulted in an original change order request totaling over $237,000. He continued that Lancaster County and the contractor engaged in good faith negotiation resulting in a change order for approximately $144,000. He stated Council approved the revised change order #3 at the June 13th Council meeting.

Motion to approve Resolution 1197-R2022 Passed 7-0.

Resolution 1204-R2022 Regarding Authorization of ARPA Funding for Sheriff's Office Replacement Vehicles

Resolution Title: A Resolution Authorizing American Rescue Plan Act (ARPA) Funding For Sheriff Replacement Vehicles.

Charlene McGriff moved to approve. Seconded by Larry Honeycutt.

Kim Belk stated this item coincides with the budget for next fiscal year. She stated this is the plan that was previously discussed that allows eight (8) replacement vehicles for the Sheriff's Office that will be funded with Capital funds and twelve (12) vehicles to be funded through American Rescue Plan Act (ARPA) funding. She stated if Council approves, there will be approximately $6.1 million in ARPA funds left to obligate.

Larry Honeycutt stated there is still a need for an EMS bus for up to 10 patients in the event of a mass event. Dennis Marstall stated this project for a mass bus was included in the original list and will be brought forward to Council with current pricing for consideration. Brian Carnes stated a mobile command center is needed for Fire, EMS and Sheriff's Office. Billy Mosteller stated that Fire Rescue is still in need of a warehouse to store supplies. Darren Player stated the mobile command post along with three (3) ladder trucks were previously approved with bond money. Darren also stated the storage facility was included in the original ARPA request. Allen Blackmon stated his support for the EMS mass bus.

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Motion to approve Resolution 1204-R2022 Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2022-1809 regarding Amending the Fiscal Year 2021-2022 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2021-1741, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2021 And Ending June 30, 2022 (FY 2021-2022), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto.

Kim Belk stated Council passed the amendment from the June 13 meeting to include $120,000 for a legal settlement in the general fund.

Allen Blackmon asked about a figure given for the future detention center. Kim Belk stated there were costs associated with the land acquisition and the figure given is rounded. She stated the actual amount is included in the ordinance.

Terry Graham moved to approve. Seconded by Larry Honeycutt.

Steve Harper opened the Public Hearing for Ordinance 2022-1809 at approximately 6:33 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 12 citizens in attendance during the Public Hearing for this Ordinance.
The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:33 p.m.

The 3rd Reading of Ordinance 2022-1809 Passed 7-0.

3rd Reading of Ordinance 2022-1803 regarding Consideration of the Fiscal Year 2022-2023 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2022 And Ending June 30, 2023 (FY 2022-23); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2022-23; And To Provide For Matters Related Thereto.

Brian Carnes moved to approve. Seconded by Charlene McGriff.

Billy Mosteller moved to amend Ordinance 2022-1803 to increase the amount budgeted for the airport terminal project to $3,496,650 to align with the bids received. This amendment represents an increase of $106,650 to the project budget. Seconded by Charlene McGriff.

Terry Graham moved to amend Ordinance 2022-1803 by increasing the general fund by $75,500 which represents $35,000 of State budget funding to be received by Lancaster County for Coroner's Office as well as $13,500 to be received as salary supplementation from the State for each of the following offices: the Lancaster County Sheriff, Probate Judge, and the Clerk of Court. Seconded by Charlene McGriff.

Dennis Marstall stated the budget is balanced with no property tax increases and supports the workforce. He stated the airport amendment will be paid from the General Fund. He stated the General Fund balance still remains between 28% and 32% and the reserves will still grow. Dennis stated the County is in a good financial position.

Larry Honeycutt thanked Kim Belk for her hard work in making this budget process better. Charlene McGiff also thanked Kim Belk and Veronica Thompson. She also stated that the budget process was a smooth process and was happy that everyone compromised. Brian Carnes asked about the airport process and would it come back to Council. Dennis stated this approval would authorize to begin the airport project. Steve Harper also thanked everyone for the budget process and would like to see the County change priorities from the Airport to the Public Works complex. Billy Mosteller stated the airport project is still necessary and the County has the opportunity to apply for a grant for up to seven (7) years. Allen Blackmon stated the airport loses approximately $400,000 each year and he would only approve the airport terminal after receiving a 95% grant. He stated the County funds would be better spent on a Maintenance facility. There was continued discussion on investing in the airport and support for this project.

The first motion to amend Ordinance 2022-1803 regarding the airport Passed 4-3. Ayes: Graham, Honeycutt, McGriff, Mosteller; Nayes: Carnes, Harper, Blackmon

The second motion to amend Ordinance 2022-1803 regarding the State budget funding Passed 7-0. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller, Blackmon; Nayes: None

Motion to approve Ordinance 2022-1803 as amended Passed 7-0. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller, Blackmon; Nayes: None

Discussion and Action Items

There were no Discussion and Action Items to be discussed during Council meeting.

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Status of items tabled, recommitted, deferred or held

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

Miscellaneous Reports and Correspondence

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

Executive Session

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

1. ***Two Legal Briefings regarding Contractual Matters. SC Code 30-4-70(a)(2).***

2. ***Two Legal Briefings regarding Potential Pending or Threatened Litigation Matters. SC Code 30-4-70(a)(2).***

Charlene McGriff moved to go into Executive Session. Seconded by Billy Mosteller. Motion Passed 7-0. At approximately 6:55 p.m., Council went into Executive Session to discuss four (4) items: Two (2) Legal Briefings regarding Contractual Matters, pursuant to South Carolina Code 30-4-70(a)(2); and Two (2) Legal Briefings regarding Potential Pending or Threatened Litigation Matters, pursuant to South Carolina Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 7:54 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Motion Passed 6-0.; Absent: Blackmon. Allen Blackmon left the meeting after Executive Session and did not rejoin the meeting via telephone/conference call.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received two legal briefings on contractual matters and had two legal briefings regarding potential pending or threatened litigation matters. He also noted that, during Executive Session, no votes were taken and no decisions were made.

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Adjournment

Larry Honeycutt moved to adjourn the meeting. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Blackmon

There being no further business, the regular meeting of Council adjourned at approximately 7:55 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1205-R2022
Contact Person / Sponsor: Dennis Marstall / Ken Obriot and Gina Bob/Co-Chairs of the Lancaster County 250 Committee
Department: Administration
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Whether to support the creation of a local committee to promote the 250th Sestercentennial of South Carolina.
The 250th Sestercentennial Commission was chartered by the SC General Assembly in 2018 … "which shall have the authority and responsibility to plan and execute, insofar as authorized and funded by the General Assembly, a proper observance of the Sestercentennial of the American Revolution in South Carolina, and in cooperation with the South Carolina Battleground Preservation Trust; a national organization, if any; and other similar commemorative organizations in other states. .."

The Commission's mission is to celebrate and promote South Carolina's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors. The Commission's statutory partners are the South Carolina Department of Parks, Recreation and Tourism, the South Carolina Department of Archives and History and the South Carolina Battleground Preservation Trust.

To learn more about the State Commission, visit southcarolina250.com

Points to Consider:
The Commission is promoting partnerships with each of the counties and municipalities in South Carolina, who will then be responsible for how the story of the Revolution is told in that County and liaison with the State Committee.

The State Commission will provide guidance, coordination and publicity for the County Committee. A part of each County Committee's objective is to promote tourism and visitors to these celebrations. For example, in Lancaster County, the County Committee may promote visits to local battlefields such as Buford Battleground and Hanging Rock. Each County can only recognize one Committee as the official 250th Sestercentennial Committee.

The Lancaster County Historical Committee is a sponsoring organization of the Lancaster County 250 Committee.

Funding and Liability Factors:
There is no monetary support expected from the County. There is one time grant funding of $3000.00 from the State Commission to the group representing each county or municipality. The local Committee may also seek corporate sponsorships or apply for grants.

Council Options:
Council can approve, amend or deny the Resolution.

Recommendation:
Approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1205-R2022	7/14/2022	Resolution

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1205-R2022**
COUNTY OF LANCASTER)

A RESOLUTION

TO SUPPORT THE SOUTH CAROLINA AMERICAN REVOLUTION SESTERCENTENNIAL COMMISSION AND RECOGNIZE THE LANCASTER COUNTY 250 COMMITTEE.

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

Section 1. Recognition of Committee.

Whereas South Carolina created the South Carolina American Revolution Sestercentennial Commission (250th Anniversary Commission also known as SC250); and

Whereas the mission of the SC250 Commission is to celebrate and promote South Carolina's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

Whereas the SC250 Commission is seeking partnerships with counties and municipalities to further its mission; and

Whereas this partnership will be formed by creating a local committee called the Lancaster County 250 Committee; however, the Committee will not be a formal standing Committee of Lancaster County; and

Whereas the Lancaster County 250 Committee will focus on important events, people, and places during the Revolutionary Era within Lancaster County to promote, observe and celebrate Lancaster County's role in the American Revolution by educating, engaging, and inspiring South Carolinians and visitors; and

Whereas local projects (i.e., creating visitable historical sites to attract tourists, supporting celebrations, restoring local historical markers, rebuilding local historical infrastructure, etc.) will enhance historical tourism opportunities.

Now, therefore be it

RESOLVED, *that Lancaster County Council:*

1. Hereby recognizes the Lancaster County 250 Committee as the official committee for Lancaster County to liaison with the South Carolina American Revolution Sestercentennial Commission, but will not vote to approve the appointees to the Committee;
2. Will help promote initiatives of the SC250 Commission; and
3. Will help promote the Lancaster County 250 Committee in its local efforts to educate, engage, and inspire South Carolinians and our visitors, thereby enhancing historical tourism opportunities in Lancaster County.

Section 2. Conflicting Provisions.

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

Section 3. Severability.

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

Section 4. Effective Date.

This resolution is effective upon its adoption.

AND IT IS SO RESOLVED

Dated this 18th day of July, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1206-R2022
Contact Person / Sponsor: Dennis Marstall / County Administrator and Randy Imler / Catawba Regional Council of Government
Department: Administration
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Consider amending the Catawba Regional Council of Government Operating Agreement among the four-member counties to

1) reduce the board size of the organization by establishing representation based on increased population size, and

2) change the membership dues structure to increase the per-capita contribution with increased population thresholds based upon findings of the most recently completed U.S. Census of Population and the American Community Survey population estimates at the five-year mid-point between each decennial Census.

Points to Consider:
CRCOG is governed by two documents: The Operating Agreement and Bylaws. Among other things, the Operating Agreement specifies the members of the organization (counties), formulas for county appointment of Board members and calculation of membership dues, powers of the organization, finances, and general governance.

The CRCOG Bylaws are similar, but are more specific regarding Board member terms of office, election and composition of officers and Executive Committee members, manner and operation of board meetings, and general business, powers, and authorities of the organization.

Any amendments to the Operating Agreement must be ratified by member-county governing bodies (i.e. County Councils), with a minimum of three of the four member County Councils approving any amendments.

The last amendment to the Operating Agreement was June 19, 2000.

Over CRCOG's 52 year history, amendments to the Operating Agreement been minimal and infrequent. Consequently, any proposed changes should be able to support the organization over the longer term.

Changes to CRCOG Bylaws must be approved by a majority vote of CRCOG Board members. The last changes to COG Bylaws were made in 2011 and included the biennial rotation of the office of Chair by county.

County Council is only being asked to amend the Operating Agreement to include changing the appointment formula for COG Board seats and also changing the methodology for COG member county dues.

As proposed, the COG Board will reduce in size from 41 (under current formula based upon 2020 census) to 31 members. The rationale for this proposal is to contain the board size, as 41 members is getting unmanageable, and to contain board balance as the rapid growth of York County would add a larger percentage of board members from just that county. This proposal would not change the current four Lancaster County appointees or representatives on the CROG Board, plus it would maintain another three representatives affiliated with Lancaster County including a minority representative, a legislative delegation representative and a municipal representative (City of Lancaster).

Member dues will remain virtually the same to those currently paid by each county, but the method of calculation shifts with a slightly higher base amount ($32,000 vs. $23,000) and the per capita dues formulas are expanded with the per-capita amount starting lower and declining with each 100,000 tranche of population.

Additionally, the frequency by which dues are set will change from every 10 years (after decennial census) to every 5 years.

Lancaster County dues will decrease by $1,183 until the next Census via the American Community Survey is conducted in 2025, where by the population determined at that time will determine the new member dues amount.

If the Operating Agreement amendments are accepted by three of the four county councils by September 7, 2022.

The COG Board will amend its Bylaws to increase the Executive Committee by one at-large member from the largest member government, York County.

It is anticipated that these changes will all be effective starting 7/1/2023.

Funding and Liability Factors:
Under this proposal, Lancaster will realize a $1,183 reduction in dues at least through 2025 and maintain its current number of representatives on the CRCOG Board.

Council Options:
Council can approve or deny both proposals to amend the CRCOG Operating Agreement or approve one proposal, but not the other.

Recommendation:
Approve both CRCOG Operating Agreement Amendments related to board composition and member dues.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1206-R2022	7/14/2022	Resolution
CRCOG Member Operating Agreement	7/14/2022	Agreement

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1206-R2022**
COUNTY OF LANCASTER)

A RESOLUTION

APPROVING AMENDMENT TO ARTICLE II AND ARTICLE IV OF THE CATAWBA REGIONAL COUNCIL OF GOVERNMENTS OPERATING AGREEMENT AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

The Council of Lancaster County (the "Council") finds and determines that:

(1) The Catawba Regional Council of Governments ("COG") has requested consideration of amendment of the COG Operating Agreement by the four member Councils of the counties comprising the COG: Lancaster County, York County, Union County, and Chester County.
(2) The proposed amendments to the COG operating agreement will ensure appropriate representation of the member counties and maintain sufficient member financial support of the COG to ensure the COG's ability to match federal grants and to meet operating needs for the next twenty to thirty years.
(3) Amendment of the COG Operating Agreement requires an affirmative vote by three of the four member Councils.
(4) It is in the best interest of Lancaster County and in the best interest of the COG for Council to approve the proposed amendments to the COG operating agreement.

Section 2. Approval of Amendments to Article II and Article IV of the COG Operating Agreement

The Council hereby gives its approval to the proposed amendments of the COG Operating Agreement as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

ARTICLE II – MEMBERSHIP AND REPRESENTATION

Section 2. Representation of Members – Members shall be entitled to representation on The Council according to the following schedule with all population totals based upon the 2020 U.S. Census (municipalities) or the 2021 U.S. Census estimate (counties), and thereafter starting in 2030, the most recently completed U.S. Census of Population:

a. Counties: One elected county official for each ~~50,000~~ 100,000 population or fraction thereof; one person who either does not hold elective public office or is a local official of a governmental entity not otherwise represented for each ~~40,000~~ 90,000 population or

fraction thereof; one minority representative from each county; and one representative from the county legislative delegation as set forth in Act 393 of the 1998 General Assembly. Unincorporated county areas and incorporated municipalities with ~~3,000~~ 5,000 persons or less shall be represented by these persons.

b. Incorporated Municipalities:
   ~~1.~~ A municipality with a population ~~between 3,000 and 20,000~~ at least 5,000 shall be represented on the Council by one person from its governing body.
   ~~2. Any municipality with a population exceeding 20,000 shall be represented on the Council by two people from its governing body.~~

ARTICLE IV – FINANCES

Section 3. Computation of Amounts Due from Member Counties – Based upon findings of the most recently completed U.S. Census of Population~~, including any special census,~~ and the American Community Survey population estimates at the five-year mid-point between each decennial Census, annual fiscal support shall be provided with a ~~twenty-three thousand dollar ($23,000)~~ thirty-two thousand dollar ($32,000) base together with a per capita contribution amount of ~~fifty and six/tenths cents (50.6¢)~~ twenty-six (26.0¢) for the first ~~60,000~~ 100,000 in population, ~~twenty-eight and three-quarter cents (28.75¢)~~ nineteen cents (19.0¢) for the next ~~50,000~~ 100,000 in population, ~~and seventeen and one-quarter cents (17.25¢)~~ twelve cents (12.0¢) for the next ~~50,000~~ 100,000 in population~~.~~ , and five cents (5.0¢) for the next 100,000 in population and beyond.

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 purposes of this resolution.

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This resolution is effective upon passage by Council.

AND IT IS SO RESOLVED

Dated this ____ day of July, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose III, County Attorney

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AGREEMENT
CREATING A
REGIONAL COUNCIL OF GOVERNMENTS
FOR THE GEOGRAPHIC AREA OF
CHESTER, LANCASTER, UNION, AND YORK COUNTIES
TO BE KNOWN AS
THE CATAWBA REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, the parties to this Agreement did create the Central Piedmont Regional Planning Commission in the summer of 1969 with the Agreement being approved by the Governor on July 25, 1970; and

WHEREAS, since that time a Constitutional Amendment has been approved by the voters and ratified by the General Assembly which authorizes counties and municipalities to participate fully in Regional Councils of Government and the General Assembly has subsequently amended Article 2 of Act 487 of the 1967 General Assembly to correspond to the wording of the Constitutional Amendment; and

WHEREAS, it is deemed necessary and desirable to revise the original Agreement to correspond with the new enabling legislation;

NOW THEREFORE the parties hereto do agree to re-create the Central Piedmont Regional Planning Commission as a Regional Council of Governments with the powers, duties, and responsibilities hereinafter set forth.

ARTICLE I -- CREATION

Section 1. Creation of the Catawba Regional Planning Council -- There is hereby created a Regional Council of Governments to be known as the Catawba Regional Council of Governments, hereinafter referred to as "The Council."

Section 2. Area of Jurisdiction -- The jurisdiction of The Council as set forth in Article 2 of Act 487 of the 1967 General Assembly, as amended, shall include all incorporated and unincorporated area within the limits of Chester County, Lancaster County, Union County, and York County, South Carolina.

ARTICLE II -- MEMBERSHIP AND REPRESENTATION

Section 1. Membership of The Council -- The counties in The Council's area of jurisdiction which have ratified this Agreement and are participating in the financial support of The Council shall be members.

Section 2. Representation of Members -- Members shall be entitled to representation on The Council according to the following schedule with all population totals based upon the most recently completed U.S. Census of Population:

a. Counties: One elected county official for each 50,000 population or fraction thereof; one person who either does not hold elective public office or is a local official of a governmental entity not otherwise represented for each 40,000 population or fraction thereof; one minority representative from each county; and one representative from the county legislative delegation as set forth in Act 393 of the 1998 General Assembly. Unincorporated county areas and incorporated municipalities with 3,000 persons or less shall be represented by these persons.

b. Incorporated Municipalities:

1. A municipality with a population between 3,000 and 20,000 shall be represented on The Council by one person from its governing body.

2. Any municipality with a population exceeding 20,000 shall be represented on The Council by two people from its governing body.

Section 3. Appointment -- All representatives, except legislative delegation representatives, shall be appointed by the applicable county governing body. Legislative representatives shall be appointed by their respective county delegations. For municipal appointments, the appointing body will seek the recommendation of the respective city or town council.

Section 4. Terms -- Elected officials serving as representatives on The Council may retain their membership for the length of their term of office although they may be replaced at any time by their respective appointing body. Representatives who do not hold elective public office shall initially serve for a term of three (3) years, or until replaced or reappointed by their respective appointing body.

If any county shall cease to participate in the fiscal support of The Council, the terms of office of all representatives from that county serving on The Council shall thereupon expire.

Section 5. Vacancies -- If a vacancy in Council representation occurs by reason of death, resignation, change of residence or any other cause, it shall be filled for the

duration of the unexpired term in the same manner as the original appointment.

Section 6. Representation, General --

a. Council representatives who are not local elected officials shall serve until their successors are appointed.

b. Council representatives may be appointed to succeed themselves.

c. The appointing body is hereby authorized to remove any representative which it appoints for cause after written notice and public hearing.

d. No representative shall receive any compensation for his services on The Council but any representative may be reimbursed from the funds of The Council for any expenses incurred in connection with authorized activities on behalf of The Council.

e. Council representatives may also be members of local planning commissions or planning boards.

ARTICLE III – OFFICERS, BYLAWS, MEETINGS, AND RECORDS

Section 1. Election of Officers and Adoption of Procedures – The Council shall elect from its membership a Chairman and Vice-Chairman. The Council shall elect a Secretary/Treasurer who may be a staff member employed by The Council. In any given year the Chairman and Vice-Chairman shall not be residents of the same county. The Council shall adopt bylaws, rules of procedure and rules for the conduct of its business, including provision for hearings and

notice thereof, not inconsistent with the Act under which The Council is created. The bylaws may provide for the appointment of an Executive and Advisory Committees. The membership, powers, and duties of the Executive Committee shall be set forth in the bylaws of The Council. The members of Advisory Committees may be drawn from the community at large as well as from the membership of The Council.

Section 2. Meetings -- The Council shall hold regular meetings at places and dates to be determined by The Council, but meetings shall be held at least once every three months. Special meetings may be called by the Chairman on his own initiative or by request of three or more representatives. All representatives to The Council shall be notified in writing of the time and place of meetings in accordance with rules established in The Council bylaws.

Section 3. Records -- The Council shall keep a record of its recommendations, transactions, findings, and determinations which shall be a public record.

ARTICLE IV -- FINANCES

Section 1. Books, Accounts and Annual Reports -- The Council shall keep books of account which shall be independently audited at least once in each calendar year. The auditor's report and an annual report of activities shall be provided to the members of The Council.

Section 2. Fiscal Support -- Funds for the use of The Council shall be provided by each of the member counties.

Section 3. Computation of Amounts Due from Member Counties -- Based upon findings of the most recently completed U.S. Census of Population, including any special census, annual fiscal support shall be provided with a twenty-three thousand dollar ($23,000) base together with a per capita contribution amount of fifty and six/tenths cents (50.6¢) for first 60,000 population, twenty-eight and three-quarter cents (28.75¢) for next 50,000 in population, and seventeen and one-quarter cents (17.25¢) for next 50,000 in population.

Section 4. Definition of Fiscal Year -- The fiscal year as used in this Agreement shall be understood to mean the period beginning July 1 and ending on June 30.

Section 5. Funds Payable Quarterly in Advance -- Each of the member governing bodies shall, on or before the first day of each quarter of the fiscal year, furnish 25 percent of the total amount to be provided by it during such year. If any governing body has not adopted its own operating budget by July 1 of such year, it shall immediately upon adoption of said budget furnish the amounts then due The Council.

Section 6. Additional Funds -- Any participating governing body may, during any year, provide funds to The Council in excess of the amount provided in Section 3 above.

Section 7. Use of Funds -- The Council is authorized to expend the monies provided for its use by the participating governing bodies and monies received from any other source for the employment of professional staff, consultants, clerical and other employees, for obtaining office space, for procuring equipment,

materials, and supplies, and for such other purposes as needed to carry out The Council's functions.

Section 8. Contract Authorization -- In the performance of its duties, The Council may cooperate with, contract with, or accept funds from federal, state, and local public and semipublic agencies, foundations, private individuals and corporations; may expend such funds, and may carry out cooperative undertakings and contracts.

Section 9. Termination of Fiscal Support -- No member county shall terminate its participation in the fiscal support of The Council except at the end of a fiscal year and unless it has given The Council formal notice in writing on or before April 1 that it will not participate in such support during the next following year.

ARTICLE V -- POWERS AND DUTIES

Section 1. Powers and Duties -- In discharging its responsibilities, The Council shall have the power and duty to:

a. Prepare studies and make recommendations on such matters as it deems appropriate.

b. Coordinate and promote cooperative programs and actions with and among its members and other governmental and non-governmental entities, including those of other state.

c. Study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution

control, utilities, planning, development and such other matters as the common interest of the participating governments may dictate.

d. Provide continuing technical assistance and information to the member local governments and other agencies and individuals.

e. In general, The Council shall have the power to carry on such planning activities and the development of such studies and programs as it deems to be in the interest of the area.

f. Acquire and dispose of real and personal property necessary to the conduct of its business.

g. After coordination with the appropriate state, local, and federal agencies, The Council may adopt such plans and programs as it may from time to time prepare. Such plans and programs as adopted shall constitute the recommendations of The Council.

Section 2. Plans Advisory Only -- The Council shall act in an advisory and assisting capacity only and any plan or program prepared and adopted by The Council shall have no binding effect on any governing body.

ARTICLE VI – IMPLEMENTATION OF AGREEMENT

This revised Agreement shall become effective after ratification as provided in Article VIII and shall then superseded the original Agreement approved by the Governor on July 25, 1970, creating the Central Piedmont Regional Planning Commission, and all subsequent amendments, provided however this revised Agreement shall not affect the current representatives serving on The Council, the terms of such representatives, the officers, bylaws, policies, operating

procedures, contractual obligations, program activities, recommendations, or other matters as established under authority of such original and subsequent Agreements.

ARTICLE VII -- AMENDMENTS

The Council may from time to time propose amendments to this Agreement. Any such amendment shall become effective only upon ratification by the governing bodies of at least three-fourths of the membership as defined in Article II, Section 1.

AMENDED May, 1975.

AMENDED May, 1979.

AMENDED September, 1979.

AMENDED May, 1984.

AMENDED July, 1986.

AMENDED July, 1988.

AMENDED August, 1994.

AMENDED December, 1994.

AMENDED February, 1999.

AMENDED June 19, 2000.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022 - 1812
Contact Person / Sponsor: Dennis Marstall / Administration
Department: Economic Development
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Whether to approve amended economic development agreement with Don Construction to extend their 2017 agreement to extend the investment period to December 31, 2026.

Points to Consider:

- In 2017, Council approved a negotiated fee-in-lieu of tax agreement for a project by Don Construction Products, LLC.
- The 2017 arrangement included an investment commitment by the Company of $6,233,000 and the creation of least eighteen (18) new, full-time jobs.
- The period of time set for the Company to make its investment, the Investment Period, was five (5) years and it was set to run from the end of 2017 to December 31, 2022.
- The job creation commitment was set to be fulfilled by the end of the Investment Period. The negotiated FILOT incentive provided for a twenty (20) year term, an assessment ratio of six percent (6%), millage fixed at 313, and special source revenue credits for ten years (fifty percent (50%) for the first seven (7) years and thirty percent (30%) for years last three years).
- Due to impacts of COVID and the impact on the economy, the Company has applied to the County for an extension of time to complete the Project.
- The Company is asking the County to extend the Investment Period from five (5) years to seven (7) years and to provide for the running of the Investment Period from the end of 2019 to December 31, 2022. The Company has informed the County that it placed its first Phase of Economic Development Property in service in the year ending December 31, 2019.
- If approved by the Council, the 2017 incentives would remain at the original levels, but the Company would have an additional period of time (from December 31, 2022, to December 31, 2026) to fulfill its investment commitment.

Funding and Liability Factors:
Extending the incentives agreement investment period would allow Don Construction Products to meet their original investment target of $6,233,000 and the creation of least eighteen (18) new, full-time jobs in Lancaster County.

To date, the company has invested $3.49 million with another $500,000 in process, and created six jobs.

Council Options:
Approve, Deny or alter the amended incentives agreement with Don Construction Products, LLC

Recommendation:
Approve the amended incentives agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1812	6/7/2022	Ordinance
Amended and Restated Incentive Agreement for Don Construction	6/6/2022	Agreement
Notice of Public Hearing for Ordinance 2022-1812	7/11/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2022-1812**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE AGREEMENT BY AND AMONG LANCASTER COUNTY AND DON CONSTRUCTION PRODUCTS, INC., PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO CERTAIN PROPERTY IN THE 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) Lancaster County, South Carolina (the "County") acting by and through its 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;

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

(3) pursuant to the Act and in order to induce investment in the County, the Council adopted on April 24, 2017, Resolution No. 0959-R2017 (the "Inducement Resolution"), and enacted on May 22, 2017 Ordinance No. 2017-1441 ("FILOT Ordinance") with respect to the planned investment by Don Construction Products LLC (succeeded by conversion to Don Construction Products, Inc.) (the "Company") in the County consisting of expenditures of at least $6,233,000 and the creation of at least eighteen (18) new, full-time jobs in the County (the "Project");

(4) following adoption of the Inducement Resolution and the FILOT Ordinance, the County and Company entered into a FILOT agreement dated as of May 22, 2017 (the "2017 Fee Agreement"), whereby the County provided therein for a payment of a fee-in-lieu-of taxes by the Company and the

provision of certain special source revenue credits with respect to the Project and the Company committed to make certain investments and to create and maintain a specific number of New Full-Time Jobs;

(5) the 2017 Fee Agreement set the Investment Period as a five (5) year period that would end on the date five (5) years from the end of the property tax year in which the 2017 Fee Agreement was executed by the Company and County, which meant that the Investment Period under the 2017 Fee Agreement would end on December 31, 2022;

(6) pursuant to Section 12-44-30(13) of the Act, the Company applied to the County before the end of the Investment Period set in the 2017 Fee Agreement for an extension of time to complete the Project, from five (5) years to seven (7) years; and

(7) the Company's application to the County included a request to conform the language used to trigger the running of the Investment Period to the language used in the Act which means that the running of the Investment Period under the Fee Agreement would be recognized as beginning when the Company placed its first Phase of Economic Development Property in service, which was as of December 31, 2019, and with the requested extension would mean that the Investment Period would now be anticipated to close on December 31, 2026.

(B) It is the purpose of this ordinance to approve the entering into of an Amended and Restated Fee Agreement with the Company that restates in its entirety the 2017 Fee Agreement but with the changes to the Investment Period as contained in the Company's application and with changes in other provisions that are needed to conform to the changes made in the Investment Period.

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 incorporated municipality or a charge against its general credit or taxing power.

(E) The purposes to be accomplished by the Project 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 are greater than the costs.

Section 3. Approval of Amended and Restated Fee Agreement.

The form, terms, and provisions of the Amended and Restated Fee Agreement, attached hereto as **Exhibit A**, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Amended and Restated 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 Amended and Restated Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Amended and Restated Fee Agreement to be delivered to the Sponsor. The Clerk to Council is authorized and directed to attest the execution and acknowledgement of the Amended and

Restated Fee Agreement by the County officials. The Amended and Restated 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 Amended and Restated 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 FILOT 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Fee Agreement and the performance of all obligations of the County under and pursuant to the Amended and Restated 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 _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie M. Simpson, Clerk to Council

First Reading: June 13, 2022
Second Reading: June 27, 2022
Public Hearing: July 18, 2022
Third Reading: July 18, 2022

Approved as to form:

_____
John K. DuBose, III, County Attorney

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<u>Exhibit A</u> to Ordinance No. 2022-1812

Amended and Restated Fee Agreement

See attached.

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AMENDED AND RESTATED

FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

DON CONSTRUCTION PRODUCTS, INC.

Originally Dated as of May 22, 2017

Amended & Restated as of July 18, 2022

AMENDED AND RESTATED FEE AGREEMENT

This AMENDED AND RESTATED FEE AGREEMENT (this "Fee Agreement") was originally dated as of May 22, 2017 and has been amended and restated as of July 18, 2022, 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 DON CONSTRUCTION PRODUCTS, INC., a South Carolina corporation (successor by conversion from Don Construction Products LLC, a North Carolina limited liability company, and subsequent domestication to South Carolina) ("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 (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (*i*) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (*ii*) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (*iii*) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

WHEREAS, pursuant to the Act and in order to induce investment in the County, the County Council adopted on April 24, 2017, Resolution No. 0959-R2017 (the "Inducement Resolution") and enacted on May 22, 2017 Ordinance No. 2017-1441 ("FILOT Ordinance") with respect to the Companies' planned investment in the County consisting of expenditures of at least $6,233,000 and the creation of at least eighteen (18) new, full-time jobs in the County (the "Project");

WHEREAS, following adoption of the Inducement Resolution and the FILOT Ordinance, the County and Company entered into a FILOT agreement dated as of May 22, 2017 (the "2017 Fee Agreement"), whereby the County provided therein for a payment of a fee-in-lieu-of taxes by the Company and the provision of certain Special Source Revenue Credits with respect to the Project and the Company committed to make certain investments and to create and maintain a specific number of New Full-Time Jobs;

WHEREAS, the 2017 Fee Agreement set the Investment Period as a five (5) year period that would end on the date five (5) years from the end of the property tax year in which the 2017 Fee Agreement was executed by the Company and County, which meant that the Investment Period under the 2017 Fee Agreement would end on December 31, 2022;

WHEREAS, pursuant to Section 12-44-30(13) of the Act, the Companies applied to the County before the end of the Investment Period set in the 2017 Fee Agreement for an extension of time to complete the Project, from five (5) years to seven (7) years;

WHEREAS, the Companies' application to the County included a request to conform the language used to trigger the running of the Investment Period to the language used in the Act which means that the running of the Investment Period under the Fee Agreement would be recognized as beginning when the Companies placed its first Phase of Economic Development Property in service, which was as of December 31, 2019, and with the requested extension would mean that the Investment Period would now be anticipated to close on December 31, 2026;

WHEREAS, by passage of Ordinance No. 2022-____, County Council approved the entering into of this Amended and Restated Fee Agreement with the Companies that restates in its entirety the 2017 Fee Agreement but with the changes to the Investment Period as contained in the Companies' application and with changes in other provisions that are needed to conform to the changes made in the Investment Period; and

WHEREAS, the County and Companies have each determined that it is in the best interests of the respective party to enter into this Fee Agreement.

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Fee Agreement.

1. Legal name of each initial party to this Fee Agreement:

Don Construction Products, Inc., a South Carolina corporation (successor by conversion from Don Construction Products LLC, a North Carolina limited liability company, and subsequent domestication to South Carolina); Lancaster County, South Carolina

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Fee Agreement:

Old Camden Hwy.
Lancaster, SC 29720
Parcel No. 0081-00-031.01

3. Minimum investment agreed upon: $6,233,000

4. Length and term of this Fee Agreement: 20 years for each annual increment of investment in the Project during the Investment Period.

5. Assessment ratio applicable for each year of this Fee Agreement: 6%, except as otherwise provided in the Fee Agreement

6. Millage rate applicable for each year of this Fee Agreement: 313.0 mills, except as otherwise provided in the Fee 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 (*i*) 50% of Negotiated FILOT Payments for each of the first seven (7) consecutive years of the Project, and (*ii*) 30% of Negotiated FILOT Payments for each of the succeeding three (3) consecutive years of the Project.
   (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 Fee 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.

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

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"*Commencement Date*" shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company first entered into this Fee Agreement, and the County and Company agree that for purposes of this Fee Agreement, the Commencement Date is December 31, 2019.

"*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 of South Carolina, and its successors and assigns.

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

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

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

"*Equipment*" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and installed as part of the Project during the Investment Period in accordance with this Fee 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 Fee 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) 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 (b) modifications which constitute an expansion of Existing Property.

"*Fee Agreement*" shall mean this Amended and Restated Fee Agreement by and among the County and the Companies, as amended and restated as of July 18, 2022, and which was originally

executed and dated as of May 22, 2017, and as may be from time to time supplemented or amended as permitted herein.

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

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

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

"*Investment Commitment*" shall mean the agreement of the Companies to make investments with respect to the Project as set forth in Section 4.01(a) of this Fee Agreement.

"*Investment Period*" shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending seven (7) years after the Commencement Date, unless extended by agreement of the County and the Companies pursuant to Section 12-44-30(13) of the Code. The County and the Companies agree the Investment Period is expected to close on December 31, 2026.

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

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

"*Multi-County Park*" means the multi-county park established pursuant to the Multi-County Park Act and 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, as Amended and Restated as of November 9, 2015 with Exhibits Updated Through December 12, 2016, and as may be further amended and updated by the party counties, and any successor multi-county park arrangement in which the Land is included.

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

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

"*New Full-Time Job*" means a new, full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, "New Full-Time Job" includes only those jobs created for the Project in or after the first year in which Economic Development Property is purchased or acquired for the Project.

"*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; (*iii*) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof; and (*iv*) property that would otherwise qualify as Economic Development Property, but is primarily used as retail space, hotels or restaurants; provided, however, that restaurants located on the Project that primarily serve employees of the Companies or their Affiliates and the families and guests of such employees shall not be deemed to be "Non-Qualifying Property." The Companies agree that the real estate improvements on the Land as of the date of the 2017 Fee Agreement shall constitute Non-Qualifying Property for purposes of this Fee Agreement.

"*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.

"*Phase*" or "*Phases*" in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word "Phase" shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

"*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 Companies, 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.

"*Project Commitment*" shall mean the (*i*) Investment Commitment, and (*ii*) Jobs Commitment.

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

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

"Special Source Revenue Credits" shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

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

"*State*" shall mean the State of South Carolina.

"*Streamlined FILOT Act*" shall mean Title 4, Chapter 12 of the Code, as amended through the date hereof.

"*Term*" shall mean the term of this Fee 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 Sixteen Dollars and Forty-Two Cents ($16.42) per hour, which is ninety-four percent (94%) of Seventeen Dollars and Forty-Seven Cents ($17.47), and, for purposes of satisfying the Wage Requirement, it is applicable in Years 1 through 5 with Year 1 being the first year in which Special Source Revenue Credits are taken (the "Initial Hourly Wage"). The County shall change the Initial Hourly Wage at the end of the first five-year period (and at the end of every five-year period thereafter, if applicable) to ninety-four percent (94%) of the Department of Revenue's then most recently published average hourly wage for the County and the changed Wage Requirement shall apply to the subsequent five-year period. The County shall provide notice to the Sponsor and Sponsor Affiliate of any adjustment to the Wage Requirement.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Fee 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 Fee Agreement; (*iii*) it has approved this Fee 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 Fee 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 corporation, validly existing and in good standing under the laws of South Carolina and authorized to do business in the State; has all requisite power to enter into this Fee Agreement; and by proper action has been duly authorized to execute and deliver this Fee Agreement.

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

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Fee Agreement or which could, in any way, adversely affect the validity or enforceability of this Fee 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 as a part of its manufacturing business. The Project constitutes a "project" and "economic development property" as provided under the Act

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Fee Agreement is to afford the Companies the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within Lancaster County and that this Fee 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, any Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Fee Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, each Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by such Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. Each Company agrees that if this Fee Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

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

Section 3.04. Multi-County Park Status. The County agrees to maintain the Land in the Multi-County Park until the date this Fee Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Fee 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 Fee 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

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project. (a) For the Project, the Companies agree and commit to invest at least Six Million Two Hundred Thirty-Three Thousand Dollars ($6,233,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of the 2017 Fee Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination whether the Companies have fulfilled their commitment made in this Section to invest in the Project

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the creation and maintenance of the number of New Full-Time Jobs, paying an average hourly wage rate not less than the Wage Requirement, by year as follows: (*i*) Years 1 through 3 – not less than 2; (*ii*) Year 4 – not less than 6; (*iii*) Year 5 – not less than 8; (*iv*) Year 6 – not less than 12; (*v*) Years 7 through 10 – not less than 18 (the "Jobs Commitment"). As used in this subsection (b), the "Year" number refers to the year that corresponds with the earlier of either the year following the year in which Economic Development Property is first placed in service or the first year Special Source Revenue Credits are taken, with Year 1 being the first year. 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) Each Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Fee 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 Fee Agreement, each Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-

county park partner county and the Economic Development Director of the County a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

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

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide the County Economic Development Director a copy of Sponsor's (*i*) most recently filed Quarterly Report Form submitted to the South Carolina Coordinating Council for Economic Development with respect to Job Development Credits awarded in connection with the Project, within thirty days of the filing of the form with the state, and (*ii*) most recently filed Department of Revenue Form SC SCH. TC 4 (New Jobs Credit). Sponsor agrees to redact any personally identifying information and proprietary and confidential information prior to submitting either form to the County Economic Development Director. In lieu of providing either the Job Development Credit form or New Jobs Credit form, or both, Sponsor and the County Economic Development Director may agree on an alternative method for the Sponsor to demonstrate compliance with the Jobs Commitment.

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

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

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

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

Section 4.03 Modification of Project.

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

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

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

(iii) Each Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Fee 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)(1) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

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

(i) For the Project:

(1) With respect to any portion of the Project consisting of 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 Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

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

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 313.0 mils, for the entire term of this Fee Agreement, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to (*i*) 50% of Negotiated FILOT Payments for each of the first seven (7) consecutive years of the Project and (*ii*) 30% of Negotiated FILOT Payments for each of the succeeding three (3) consecutive years of the Project.

(e) The FILOT payments are to be recalculated:

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

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

(iii) to adjust such payments if a Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i)(1) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Companies to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Companies to the County in property taxes if the Companies had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments

would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

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

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Fee Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the twenty-year FILOT period for the property which it is replacing.

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

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

(i) For the Project, this Fee 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 applicable Investment Period ("**Act Minimum Investment Requirement**"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been

with respect to the property absent this Fee Agreement. At the time of termination, the Companies shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies had the project been taxable, taking into account exemptions from property taxes that would have been available to the Companies, and the total amount of fee payments actually made by the Companies. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to any Company.

(j) The Companies agree that a portion of the Special Source Revenue Credits for a year shall be reduced to the extent that the Companies fail to meet the Jobs Commitment in the prior year, in a percentage amount equal to (A) the amount by which the number of jobs satisfying the Jobs Commitment at the Project at the end of such year is less than the number of jobs contained in the Jobs Commitment for such year, *divided by* (B) the number of jobs contained in the Jobs Commitment for such year. For example, and by way of example only, if, at the end of Year 5, the Jobs Commitment provides for the maintenance of not less than 8 jobs satisfying the Jobs Commitments, the actual number of jobs satisfying the Jobs Commitment is 6, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 6 is Fifty Thousand Dollars ($50,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j) would be calculated as follows:

Jobs Commitment at the end of Year 5: 8 New Full-Time Jobs

Jobs Maintained at the Project at the end of Year 5: 6 New Full-Time Jobs

Special Source Revenue Credit reduction for Year 6:

[8 – 6] / 8 = 2 / 8 = 25.0%

25.0% x $50,000.00 = **$12,500.00**

As an additional example, and by way of example only, if, at the end of Year 7, the Jobs Commitment provides for the maintenance of not less than 18 jobs satisfying the Jobs Commitment, the actual number jobs satisfying the Jobs Commitment is 12, and the Special Source Revenue Credit to which the Companies would otherwise be entitled for Year 8 is One Hundred Thousand Dollars ($100,000.00), then the reduction of the Special Source Revenue Credit pursuant to this subsection (j) would be calculated as follows:

Jobs Commitment at the end of Year 7: 18 New Full-Time Jobs

Jobs Maintained at the Project at the end of year 7: 12 New Full-Time Jobs

Special Source Revenue Credit reduction for Year 8:

[18 – 12] / 18 = 6 / 18 = 33.33%

33.33% x $100,000.00: **$33,333.33**

(k) Beginning with the year following the end of the tenth (10^{th}) tax year after Economic Development Property is first placed in service, and for each year thereafter, Sponsor and Sponsor Affiliate agree that the FILOT Payment due for the Economic Development Property shall be calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes, if Sponsor in the immediately prior year

(i) failed to maintain investment in the Project for Economic Development Property, without regard to depreciation or other diminution in value, of not less than Two Million Five Hundred Thousand Dollars ($2,500,000.00), or

(ii) failed to maintain for the Project at least 15 New Full-Time Jobs.

As an example of the calculation set forth in this subsection (k), and by way of example only, assume that in Year 13 the investment level set in this subsection (k) has not been maintained, that the millage rate applicable for tax bills to be sent in Year 14 is 350, and all of the Economic Development Property would have a 10.5% assessment ratio applied if the property were subject to *ad valorem* taxation, then the FILOT Payment for Year 14 would be computed using the millage rate of 350 (instead of 313) and the 10.5% assessment ratio (instead of 6%). As an additional example, and by way of example only, assume that in Year 19 the investment level set in this subsection (k) has been maintained, but that the maintained number of New Full-Time Jobs was 10, that the millage rate applicable for tax bills to be sent in Year 20 is 375, and all of the Economic Development Property would have a 10.5% assessment ratio applied if the property were subject to *ad valorem* taxation, then, the FILOT Payment for Year 20 would be computed using the millage rate of 375 (instead of 313) and the 10.5% assessment ratio (instead of 6%).

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

(m) Notwithstanding any other provision of this Fee Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Fee Agreement is terminated, if the Companies cease operations. For purposes of this Section 5.01(m), "**cease operations**" means permanent closure of the facility. The Companies agree that if this Fee Agreement is terminated pursuant to this Section 5.01(m), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

ARTICLE VI

PAYMENTS BY COMPANIES

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Fee Agreement, each Company shall use the Project for the purposes identified in Section 2.02(f) of this Fee 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), each Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Fee Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Such Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Fee 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, agree that the Indemnified Parties shall not be liable for, and agree 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 Fee Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Companies in the performance of any covenant or agreement on the part of the Companies to be performed pursuant to the terms of this Fee Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by any Company, or any of their agents,

attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

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

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

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be

bound by the terms and provisions of this Fee 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 Fee 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 Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Each Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Fee Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (*i*) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall 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 such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (*iii*) such Company, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (*iv*) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that

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

ARTICLE X

TERM; TERMINATION

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

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

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

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

(3) a cessation of operations at the Project.

(b) The failure of the Companies to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Fee 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 Fee Agreement by delivery of written notice to the Companies not less than 30 days prior to the termination date specified therein;

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

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

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, any Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Fee Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur

hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses. (a) The Companies agree to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The County and Companies agree the Administration Expenses incurred with respect to this Amended and Restated Fee Agreement shall not exceed Seven Thousand Five Hundred Dollars and No/100 dollars ($7500.00).

(b) The Companies agree to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Fee 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 Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Fee Agreement, that each has participated in the drafting hereof and that this Fee 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 Fee Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be 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 E. Marstall, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9508
Email: dmarstall@lancastercountysc.net

(b) As to the Sponsor:

Don Construction Products, Inc.
ATTN: Tawfic Ghandour
Hawthorn House
Helions Bumpstead Road
Haverhill, CB9 7AA
United Kingdom
Phone: 704 676 2739
E mail: Tawfic.Ghandour@dcp-int.com

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

Madison Felder
Parker Poe Adams & Bernstein LLP
110 East Court Street
Greenville, South Carolina 29601
Phone: (864) 577-6362
Email: madisonfelder@parkerpoe.com

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

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

(b) The provisions of this Amended and Restated Fee Agreement control over any contrary or inconsistent provision of the 2017 Fee Agreement.

Section 12.09. Severability. In the event that any clause or provision of this Fee 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 Fee 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 Fee Agreement to particular articles or Sections or paragraphs of this Fee Agreement are references to the designated articles or Sections or paragraphs of this Fee Agreement.

Section 12.11. Multiple Counterparts; Electronic Signatures. This Fee 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. This Fee Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Fee Agreement to be original signatures and may conclusively be relied upon by any party to this Fee Agreement.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Fee 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 Fee Agreement only in a writing signed by the waiving party.

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

[SIGNATURE PAGE TO FOLLOW]

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

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

ATTEST:

_____

Sherrie M. Simpson, Clerk to Council

DON CONSTRUCTION PRODUCTS, INC.

_____

Tawfic Ghandour, Chief Executive Officer

EXHIBIT A

All that piece or parcel of land lying in Lancaster County, South Carolina and shown as Tract C (9.625 Acres) on that certain Plat of Survey and Subdivision Plan for KCH Real Estate, LLC prepared by Enfinger & Associates, dated March 2, 2017 and recorded on May 12, 2017 in Plat Book 2017 at Page 348.

Parcel No. 0081-00-031.01

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

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

NOTICE OF PUBLIC HEARING
Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, July 18, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2022-1812, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED FEE AGREEMENT BY AND AMONG LANCASTER COUNTY AND DON CONSTRUCTION PRODUCTS, INC., PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS WITH RESPECT TO CERTAIN PROPERTY IN THE COUNTY." Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 29th 2022.

SWORN to before me this 8th day of July, 2022

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1815 / Planning Case Number: RZ-2022-0978
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Application by Lancaster County to rezone five parcels totaling approximately 64.8 acres located at 1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & 0069-00-045.00) from General Business (GB) and Light Industrial (LI) to Institutional (INS) District, for the purpose of building a new Detention Center.

Points to Consider:
Whether or not to rezone the subject property to support development of a new County Detention Center.

Funding and Liability Factors:
Not applicable.

Council Options:
Council may approve or deny the rezoning application.

Recommendation:
At the June 21st Planning Commission meeting, the Commission unanimously recommended **approval** for the rezoning.

During the Planning Commission meeting, a concern was raised by the Planning Commission about the potential future use of the existing homes on the site as construction offices. The applicant commented the homes were being evaluated for this.

Staff also recommended approval of the rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1815	7/7/2022	Ordinance
Staff Report	6/14/2022	Exhibit
Plat Book 2022 at Page 261	7/7/2022	Backup Material
Public Hearing Notice for Ordinance 2022-1815 (Planning Department Case Number: RZ-2022-0978)	6/24/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1815

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE FIVE (5) PARCELS TOTALING APPROXIMATELY 63.8 ACRES LOCATED AT 1578, 1586, 1592, 1604 & 1656 PAGELAND HIGHWAY (TM#s 0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & a portion of 0069-00-045.00) FROM GENERAL BUSINESS DISTRICT (GB) AND LIGHT INDUSTRIAL DISTRICT (LI) TO INSTITUTIONAL DISTRICT (INS).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone a parcel of property, totaling 63.8 acres, more or less, located at and adjacent to 1578, 1586, 1592, 1604 and 1656 Pageland Highway, from General Business District (GB) and Light Industrial District (LI) to Institutional District (INS).

(b) On June 21, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 5-0 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is urban due to its proximity to the municipal boundary of the city of Lancaster. It corresponds to the Community Type of Walkable Neighborhood w/ Additional Intensity. The adopted Comprehensive Plan states that the Walkable Neighborhood with Additional Intensity Community Type "is The Community Type "Walkable Neighborhood" 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 proposed INS District is compatible with the comprehensive plan and with surrounding zoning designations.

(d) A one-acre portion of TMS # 0069-00-045.00 is excluded from the rezoning request and will remain Light Industrial District (LI) to ensure conformity of surrounding properties with the Lancaster County Unified Development Ordinance, the excluded one-acre portion is identified as parcel "TR 2A" on that plat recorded in the Office of the Register of Deeds in Plat Book 2022 at Page 261.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from General Business District (GB) and Light Industrial District (LI) to Institutional District (INS), for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map Nos. (0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & a portion of 0069-00-045.00)

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 _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 18, 2022
Public Hearing: July 18, 2022
Second Reading: August 8, 2022
Third Reading: August 22, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 64.6 acres comprising 5 parcels
PROPERTY LOCATION:	At and adjacent to #1578, 1586,1592, 1604 and 1656 Pageland Highway
CURRENT ZONING DISTRICT:	TM 0068-00-045.00: **Light Industrial (LI)** TM 0068L-0F-016.00, 0068L-0F-015.00, 0068L-0F-013.00, & 0068L-0F-011.00: **General Business (GB)**
PROPOSED ZONING DISTRICT:	**Institutional (INS)**
APPLICANT:	Lancaster County
COUNCIL DISTRICT:	District 5, Steve Harper
STATUTORY NOTICES:	Sign posted 5/19/2022 at 1592 Pageland Highway (see photos) Hearing notice published June 4th, 2022 in Lancaster News Mailed notices June 6th, 2022 Posted agenda in lobby June 14th, 2022

OVERVIEW:

Proposal

The applicant has requested to rezone 5 parcels totaling approximately 64.6 acres in size. The intent is to build the new County Detention Center at this location.

Site Information

The parcels proposed to be rezoned currently host residential and agricultural uses. There is a mobile home on one parcel, and frame residences with assorted accessory structures on three parcels, which are slated to be removed to allow redevelopment. Access will be provided via Pageland Highway.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by MDR and GB zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	GB	Businesses and Non-conforming residential
South	Lancaster County	INS & RN	Middle School campus and residential
East	Lancaster County	GB & INS	Businesses, County facilities and Non-conforming residential
West	Lancaster County	GB & INS	Businesses, County facilities and Non-conforming residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned LI and GB. Pursuant to UDO Chapter 2.3, the LI District (one subject parcel) "*is established for activities that can be operated in a relatively clean and quiet manner, and which will not be obnoxious to adjacent residential or business districts. This includes*

warehousing and wholesaling activities with limited contact with the general public. It is designed to prohibit most heavy industry, which should be properly segregated, and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district. Limited opportunities for retail sales and services are also provided."

The GB district (four subject parcels) *"is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent community neighborhoods. The regulations for this district are intended to accommodate the predominantly auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns."*

Requested INS

UDO Chapter 2.3 describes the requested INS District as "*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 goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like."*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the INS and GB Districts. The surrounding uses are primarily commercial (small businesses) and institutional (schools, County facilities such as Public Works and EMS) with some non-conforming residential uses along the highway, and rural residences to the southeast.

Non-Conformance Status

The properties' use is currently non-conforming residential in the four parcels along the road front, and agricultural in the large tract to the south. If the rezoning were to be approved (changing the zoning district to INS) the homes and accessory structures on the property would likely continue as non-conforming until they are removed.

This legal non-conforming status means that no major changes can occur to the residence further expanding its non-conformance.

New development on the site would require the preliminary steps of removal of structures and an application for combination of existing parcels into one. New development would be required to meet current UDO and Building Code standards.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is **urban** due to its proximity to the municipal boundary of the city of Lancaster. It corresponds to the Community Type of Walkable Neighborhood w/ Additional Intensity. The adopted Comprehensive Plan states that the Walkable Neighborhood with Additional Intensity Community Type "*is The Community Type "Walkable Neighborhood" 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 extends around the City of Lancaster, to allow for expansion of the city and associated changes in use and density. The Urban Future Land Use Category and Walkable Neighborhood Type are, by default, intended to be compatible with the existing transitional character of the area.

The requested INS District is consistent with the Urban Future Land Use Category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If an institutional use proposed to move on to this property which would create more than 50 peak hour trips to or from this location a TIA may be required as part of their site plan submittal.

Public Utilities

Public water and sewer are currently serving the road front properties and can easily extend into the large tract to the south. Needed upgrades will be determined at the time of civil plan.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:



Subject Property is visible in the center of the photo above.



Subject Property is visible on the right side of the photo above.



Aerial view of the proposed Detention Center Site

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 64.6 acres (TM#s 0068-00-045.00, 0068L-0F-016.00, 0068L-0F-015.00, 0068L-0F-013.00, & 0068L-0F-011.00) from Light Industrial (LI) and General Business (GB) to Institutional (INS) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcels: TM#s 0068-00-045.00, 0068L-0F-016.00, 0068L-0F-015.00, 0068L-0F-013.00, & 0068L-0F-011.00;
2. That TM#s 0068-00-045.00 is currently zoned LI District and TM#s 0068L-0F-016.00, 0068L-0F-015.00, 0068L-0F-013.00, & 0068L-0F-011.00 the are currently zoned GB District; and
3. The above subject parcels are proposed to be rezoned INS District;
4. That the subject property has a Future Land Use designation of Urban, and a Community Type of Walkable Neighborhood; and
5. That the proposed INS District is generally consistent with the surrounding area which is comprised of INS and GB Districts.

ATTACHMENTS:

1. Rezoning Applications
2. Location Map/ Zoning Map

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net | 803-416-9380

PROPERTY OWNERS:

1. LOTS 26-28
MARY LOIS LOYD ESTATE
1514 PAGE LAND HWY.
DEED BOOK V-4 PAGE 116
PLAT BOOK 2 PAGE 147
TAX PARCEL - 0068L-0F-021.00
ZONED - GB

2. LOTS 29-32
JOHN CLARK CARNES
1554 PAGE LAND HWY.
DEED BOOK 1086 PAGE 89
PLAT BOOK 2 PAGE 147
TAX PARCEL - 0068L-0F-019.00
ZONED - GB

3. LOTS 33-36
JOHN CLARK CARNES
PAGELAND HWY.
DEED BOOK 1089 PAGE 89
PLAT BOOK 2 PAGE 147
TAX PARCEL - 0068L-0F-018.00
ZONED - GB

4. LOTS 37-41
JOHN CLARK CARNES
1570 PAGELAND HWY.
DEED BOOK 1089 PAGE 89
PLAT BOOK 2 PAGE 147 LOTS 37-41
TAX PARCEL - 0068L-0F-17.00
ZONED - GB

5. LOTS 42-44
ROSS CONSTRUCTION INC.
1578 PAGELAND HWY.
DEED BOOK F-6 PAGE 383
PLAT BOOK 2 PAGE 147
TAX PARCEL - 0068L-0F-016.00
ZONED GB

6. LOTS 45-47
SOUTH ROSS MORTGAGE LLC
1586 PAGELAND HWY.
DEED BOOK 371 PAGE 134
PLAT BOOK 2 PAGE 147 LOTS 45-47
TAX PARCEL - 0068L-0F-015.00
ZONED - GB

7. LOTS 48-52
SOUTH ROSS PROPERTIES LLC
1592 PAGELAND HEY.
DEED BOOK 397 PAGE 348
PLAT BOOK 2 PAGE 147 LOTS 48-52
TAX PARCEL - 0068L-0F-013.00
ZONED GB

8. LOTS 53-58
GLORIA R. CAUTHEN
1604 PAGE LAND HWY.
DEED BOOK 1481 PAGE 77
PLAT BOOK 2 PAGE 147 LOTS 53-58
TAX PARCEL - 0068L-0F-011.00
ZONED - GB

9. LOTS 59-60
CINDY C. KNIGHT
PAGE LAND HWY.
DEED BOOK 230 PAGE 39
PLAT BOOK 2 PAGE 147 LOTS 59-61
TAX PARCEL - 0068L-0F-010.00
ZONED - GB

10. LOTS 61-70
FRANCISO ESCAMILLA
1620 PAGELAND HWY.
DEED BOOK 1008 PAGE 119
PLAT BOOK 2 PAGE 147 LOTS 62-70
TAX PARCEL - 0068L-0F-009.00
ZONED - GB

11. LOTS 72-76
TIMOTHY J & GINGER S. TRUJILLO
1644 PAGELAND HWY.
DEED BOOK T-14 PAGE 110
PLAT 97-131
TAX PARCEL - 0068L-0F-007.00
ZONED - GB

12. LOTS 77-80
MARY M. S. TRUJILLO
1650 PAGELAND HWY.
DEED BOOK B-6 PAGE 2765
PLAT BOOK 2 PAGE 147 LOTS 77-80
TAX PARCEL - 0068L-0F-006.00
ZONED GB

13. JESSICA D. BLACKMON
1678 PAGELAND HWY.
DEED BOOK 1414 PAGE 268
PLAT BOOK 2 PAGE 242
TAX PARCEL - 0068L-0F-004.00
ZONED - GB

NOTES:

- THIS PROPERTY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD.

-THERE WERE NO WETLAND MARKERS OBSERVED IN THE FIELD

-THERE WAS NO EVIDENCE OF ANY EARTH MOVING WORK OBSERVED

-THERE WERE NO ENCROACHMENTS OR PROJECTIONS ON THIS PROPERTY AT THIS TIME.

- ZONING REQUIREMENTS : LI (LIGHT INDUSTRAIL)
FRONT SETBACK 40'.
SECONDARY STREET 35',
SIDE SETBACK 35',
REAR SETBACK 35'

- THIS PROPERTY HAS DIRECT PHYSCIAL ACCESS TO PAGELAND HWY., STATE ROAD NUMBER 9. A 100' PUBLIC RIGHT OF WAY, AND OLD DIXIE ROAD, STATE ROAD NUMBER S29-70, A 66' PUBLIC RIGHT OF WAY.

THISC PARCEL DOES NOT FALL WITHIN THE McWHIRTER AIRFIELD OVERLAY DISTRICT.

UTILITY SERVICES

(PUPS) PALMETTO UTILITY PROTECTION SERVICE
TEL. (888)-721-7877

LANCASTER COUNTY NATURAL GAS AUTHORITY
1010 KERSHAW CAMDEN HWY.
LANCASTER, S.C. 29720
TEL. (8030-285-2045

LANCASTER COUNTY WATER & SEWER DISTRICT
1403 KERSHAW CAMDEN HWY.
LANCASTER, S.C. 29720
TEL. (803)-285-6919

COMPORIUM COMMUNICATIONS
703 NORTH WHITE STREET
LANCASTER, S.C. 29720
TEL. (803) 283-9011

DUKE ENERGY
CRAIG MANOR ROAD
LANCASTER, S.C.
TEL. (803) 581-4127
(800) 922-0983

TRANSPORTATION AGENCIES

SOUTH CAROLINA DEPT. OF TRANSPORTATION
DISTRICT ENGINEERING OFFICE
1232 J.A. COCHRAN BYPASS
CHESTER, S.C. 29706
TEL. (803)-377-4155

GOVERNMENTAL AGENCIES

LANCASTER COUNTY BUILDING AND ZONING DEPT.
101 NORTH MAIN STREET
LANCASTER, S.C.29720
TEL. (803)-285-1969

LANCASTER COUNTY PLANNING AND ZONING OFFICE
101 NORTH MAIN STREET
LANCASTER, S.C.29720
TEL. (803)-285-6005

LANCASTER TAX ASSESSOR'S OFFICE
101 NORTH MAIN STREET
LANCASTER, S.C.29720
TEL. (803)- 285-6964

LANCASTER COUNTY REGISTER OF DEEDS OFFICE
101 NORTH MAIN STREET
LANCASTER, S.C.29720
TEL. (803)-416-9440

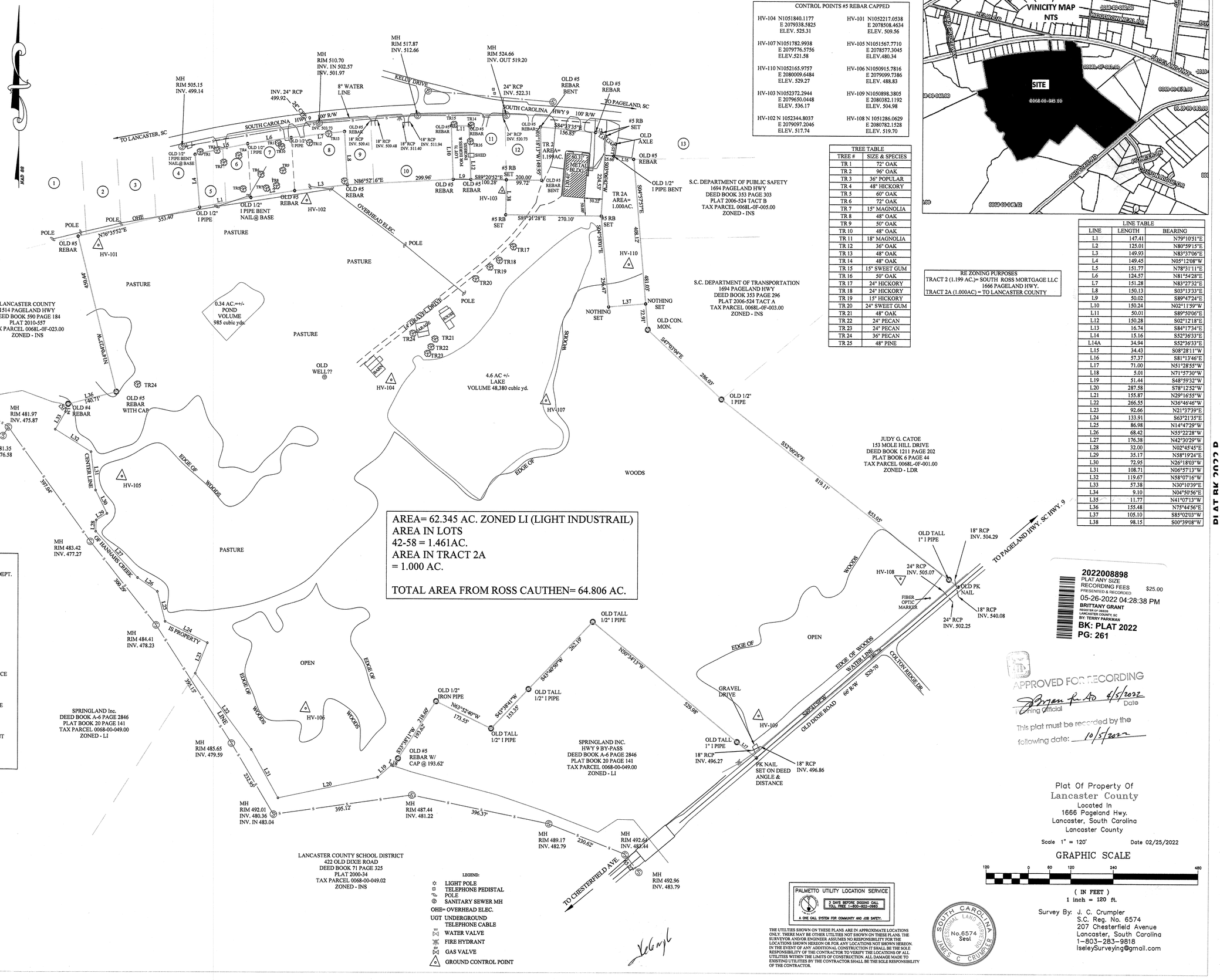
LANCASTER COUNTY E-911 ADDRESSING OFFICE
101 NORTH MAIN STREET
LANCASTER, S.C. 29720
TEL. (803)-285-4488

LANCASTER COUNTY ECONOMIC DEVELOPMENT OFFICE
210 WEST GAY STREET
LANCASTER, S.C. 29720
TEL. (803)-285-9471

NOTE: This lot does not lie within any designated flood area and there are no encroachments or projections other than as shown on this plat. See Flood Insurance Map 45057C0251E Dated 05/16/2017

"I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class "B" survey as specified therein."

DRAWN BY: JCC/RKB	DATE: 02/25/2022
CHECKED BY: JCC	TAX PARCEL 0068-00-045.00
JOB NO.: 22-02-3	SHEET 1 OF 1



AREA= 62.345 AC. ZONED LI (LIGHT INDUSTRAIL)
AREA IN LOTS
42-58 = 1.461AC.
AREA IN TRACT 2A
= 1.000 AC.

TOTAL AREA FROM ROSS CAUTHEN= 64.806 AC.

LEGEND:
- LIGHT POLE
- TELEPHONE PEDISTAL
- POLE
- SANITARY SEWER MH
- OHE= OVERHEAD ELEC.
- UGT UNDERGROUND TELEPHONE CABLE
- WATER VALVE
- FIRE HYDRANT
- GAS VALVE
- GROUND CONTROL POINT

CONTROL POINTS #5 REBAR CAPPED

HV-104 N1051840.1177 E 2079338.5825 ELEV. 525.31	HV-101 N1052217.0538 E 2078508.4634 ELEV. 509.56
HV-107 N1051782.9938 E 2079776.5756 ELEV.521.58	HV-105 N1051567.7710 E 2078577.3045 ELEV.480.34
HV-110 N1052165.9757 E 2080009.6484 ELEV. 529.27	HV-106 N1050915.7816 E 2079099.7386 ELEV. 488.83
HV-103 N1052372.2944 E 2079650.0448 ELEV. 536.17	HV-109 N1050898.3805 E 2080382.1192 ELEV. 504.98
HV-102 N 1052344.8037 E 2079097.2046 ELEV. 517.74	HV-108 N 1051286.0629 E 2080782.1528 ELEV. 519.70

TREE TABLE

TREE #	SIZE & SPECIES
TR 1	72" OAK
TR 2	96" OAK
TR 3	36" POPULAR
TR 4	48" HICKORY
TR 5	60" OAK
TR 6	72" OAK
TR 7	15" MAGNOLIA
TR 8	48" OAK
TR 9	50" OAK
TR 10	48" OAK
TR 11	18" MAGNOLIA
TR 12	36" OAK
TR 13	48" OAK
TR 14	48" OAK
TR 15	15" SWEET GUM
TR 16	50" OAK
TR 17	24" HICKORY
TR 18	24" HICKORY
TR 19	15" HICKORY
TR 20	24" SWEET GUM
TR 21	48" OAK
TR 22	24" PECAN
TR 23	24" PECAN
TR 24	36" PECAN
TR 25	48" PINE

LINE TABLE

LINE	LENGTH	BEARING
L1	147.41	N79°10'51"E
L2	125.01	N80°59'15"E
L3	149.93	N83°37'06"E
L4	149.45	N05°12'08"W
L5	151.77	N78°31'11"E
L6	124.57	N81°54'28"E
L7	151.28	N83°27'32"E
L8	150.13	S03°13'33"E
L9	50.02	S89°47'24"E
L10	150.24	N02°11'59"W
L11	50.01	S89°50'06"E
L12	150.28	S02°12'18"E
L13	16.74	S84°17'34"E
L14	15.16	S52°36'33"E
L14A	34.94	S52°36'33"E
L15	34.43	S08°28'11"W
L16	57.37	S81°13'46"E
L17	71.00	N51°28'55"W
L18	5.01	N71°57'30"W
L19	51.44	S48°59'32"W
L20	287.58	S78°12'52"W
L21	155.87	N29°16'55"W
L22	266.55	N36°46'46"W
L23	92.66	N21°37'39"E
L24	133.91	S63°21'35"E
L25	86.98	N14°47'29"W
L26	68.42	N55°22'28"W
L27	176.38	N42°30'29"W
L28	32.00	N02°45'45"E
L29	35.17	N58°19'24"E
L30	72.95	N26°18'03"W
L31	108.71	N06°57'13"W
L32	119.67	N58°07'16"W
L33	57.38	N30°10'39"E
L34	9.10	N04°50'56"E
L35	11.77	N41°07'13"W
L36	155.48	N75°44'56"E
L37	105.10	S85°02'03"W
L38	98.15	S00°39'08"W

RE ZONING PURPOSES
TRACT 2 (1.199 AC.)= SOUTH ROSS MORTGAGE LLC 1666 PAGELAND HWY.
TRACT 2A (1.000AC) = TO LANCASTER COUNTY

2022008898
PLAT ANY SIZE
RECORDING FEES $25.00
PRESENTED & RECORDED
05-26-2022 04:28:38 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: TERRY PARKMAN
BK: PLAT 2022
PG: 261

APPROVED FOR RECORDING
Zoning Official 4/5/2022 Date
This plat must be recorded by the following date: 10/5/2022

Plat Of Property Of
Lancaster County
Located In
1666 Pageland Hwy.
Lancaster, South Carolina
Lancaster County

Scale 1" = 120' Date 02/25/2022

GRAPHIC SCALE
120 0 60 120 240 480
(IN FEET)
1 inch = 120 ft.

Survey By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina
1-803-283-9818
iseleySurveying@gmail.com

PALMETTO UTILITY LOCATION SERVICE
3 DAYS BEFORE DIGGING CALL TOLL FREE 1-800-922-0983
A ONE CALL SYSTEM FOR COMMUNITY AND JOB SAFETY.

THE UTILITIES SHOWN ON THESE PLANS ARE IN APPROXIMATE LOCATIONS ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE SURVEYOR AND/OR ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN HEREON OR FOR ANY LOCATIONS NOT SHOWN HEREON. IN THE EVENT OF ANY ADDITIONAL CONSTRUCTION IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No.6574 Seal JAMES C. CRUMPLER

PLAT BK 2022 PG 261

The Lancaster News

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 21, 2022, and Monday, July 18, 2022, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2803: Application by Two Capital Partners to rezone 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) district, to facilitate a mixed commercial and multi-family residential development.
2. DA-2021-280: Application by Two Capital Partners for a Development Agreement for 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) to facilitate mixed commercial and multi-family residential development.
3. RZ-2022-0812: Application by Michelle Sharp on behalf of owner R.B.Grisham/Grisham Family LLC to rezone approximately 1.863 acres at 7580 Charlotte Highway (TM#0016-00-027.01) from Neighborhood Business (NB) to General Business (GB) to allow tenants of existing shopping center use/sale of alcohol, beer, craft beer, and wine.
4. RZ-2022-0978: Application by Lancaster County to rezone five parcels totaling approximately 64.8 acres located at #1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & TM0069-00-045.00) from General Business (GB) and Light Industrial (LI) to Institutional (INS) District, for the purpose of building a new Detention Center.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

lished in The Lancaster News,
Carolina, in accordance with

June 1 2022.

SWORN to before me this 4th day of June, 2022

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

The Lancaster News

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 21, 2022, and Monday, July 18, 2022, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2803: Application by Two Capital Partners to rezone 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) district, to facilitate a mixed commercial and multi-family residential development.
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LUMNS, ELECTION LETTERS POLICY

14 primary, The Lancaster
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• Final columns will run the Wednesday prior to election (June 8) in The Lancaster News.
Letters of support for any candidate will be accepted using the following guidelines:
• No form letters allowed.
• Letters must be submitted by the writer and not the candidate.
• Letters must be signed and include address and phone number for verification.
• No letters will be published in the last edition of The Lancaster News prior to the election (June 11-12).

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 4th 2022.

SWORN to before me this 4th day of June, 2022

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

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CAROLINA GATEWAY

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ice published in the Carolina
olina, in accordance with law

Sworn to before me this 17 day of June, 2022

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

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Newspaper Rep Signature

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pledmont Research Partners,
• June 16, 9 a.m.-2 p.m.,
N. Main St., Lancaster
Administration Building, 101
4 p.m., Lancaster County
• June 14, 9 a.m.-
OneBlood drives:
camp or call 803-620-3036.
www.gotticountysc.org/
For details or to register, visit
make friends and be creative.
free camp where they can
will enjoy fun activities at this
Road, Lancaster. Participants
Spring Shindig: 4-8 p.m.
June 10 in the parking lots
of USC Lancaster's Starr Hall
and Hubbard Hall at 476
Hubbard Drive, Lancaster.
The fundraiser, sponsored
by the Good Samaritan
Scholarship Foundation,
will include live music from
the Sugar Free Band, food
trucks, raffles for a variety of
items, line dancing, a corn
hole contest, kids' games,
visit tradcrossblood.org or call
800-733-2767.

I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 8th 2022.

SWORN to before me this 8th day of June, 2022

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1816 / Planning Case Number: RZ-2022-0812
Contact Person / Sponsor: A. Davis / Planning
Department: Planning
Date Requested to be on Agenda: 7/18/2022

Issue for Consideration:
Application by Michelle Sharp on behalf of owner R. B. Grisham/Grisham Family LLC to rezone approximately 1.863 acres at 7580 Charlotte Highway (TMS# 0016-00-027.01) from Neighborhood Business (NB) to General Business (GB) to expand the list of permitted uses within the existing shopping center.

Points to Consider:
The parcel proposed to be rezoned is currently used as a 10-unit commercial shopping center (Southend Plaza). Current and recent tenants of the commercial units include wellness/medical offices, attorneys' offices, salons/barber shops, a bar, and restaurant.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed rezoning.

Recommendation:
Planning Commission considered this request at their June 21st meeting and recommended **approval** by a vote of 4 to 1. There was no substantive discussion on this item or public comments.

Staff also recommends **approval**.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1816	7/7/2022	Ordinance
Planning Staff Report	6/14/2022	Planning Staff Report
Exhibit 1: Application	6/14/2022	Exhibit
Exhibit 2: Zoning Map	6/14/2022	Exhibit
Public Hearing Notice for Ordinance 2022-1816 (Planning Department Case Number: RZ-2022-0812)	6/24/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1816

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 1.863 ACRES AT 7580 CHARLOTTE HIGHWAY (TMS# 0016-00-027.01) FROM NEIGHBORHOOD BUSINESS (NB) DISTRICT TO GENERAL BUSINESS (GB) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Michelle Sharp, on behalf of owner R. B. Grisham/Grisham Family LLC, applied to rezone a parcel of property totaling 1.863 acres, more or less, located at 7580 Charlotte Highway, from Neighborhood Business (NB) District to General Business (GB) District.

(b) On June 21, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 4-1 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties Neighborhood Mixed-Use and corresponds to the Suburban Commercial Center Type. The adopted Comprehensive Plan states that Suburban Commercial Centers "serve the daily needs of surrounding residential neighborhoods. They typically locate near high-volume roads and key intersections, and are designed to be accessible primarily by automobile.…Common types of suburban centers in the region include multi-tenant strip centers, big box stores, small outparcels with drive-though, and large shopping malls." The proposed GB District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Neighborhood Business (NB) District to General Business (GB) District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0016-00-027.01)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance, 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 _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 18, 2022
Public Hearing: July 18, 2022
Second Reading: August 8, 2022
Third Reading: August 22, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone 1.863 acres of property
PROPERTY LOCATION:	7580 Charlotte Highway (TM# 0016-00-027.01)
CURRENT ZONING DISTRICT:	Neighborhood Business (NB) District
PROPOSED ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Michelle Sharp
OWNER:	R.B. Grisham/Grisham Family LLC
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign(s) posted May 18, 2022 at 7580 Charlotte Hwy (see photos) Hearing notice published June 4-5, 2022 in The Lancaster News And June 8, 2022 in Carolina Gateway Mailed notices June 6, 2022 Posted agenda in lobby June 14, 2022

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 1.863 acres in size. The intent is to allow a new wine bar which falls into the "Bar/Tavern/Brew Pub" use in one of the tenancies. This rezoning would also bring two existing businesses closer to conformance.

Site Information

The parcel proposed to be rezoned is currently used as a 10-unit commercial property. Access is currently and will continue to be provided by Highway 521 (Charlotte Highway). Current and recent tenants of the commercial units include wellness/medical offices, attorneys' offices, salons/barber shops, a bar, and restaurant.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by RB and LDR zoned properties, with a few INS and other commercial districts represented.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	PB	Professional Services
South	Lancaster County	NB	Business Support Services
East	Lancaster County	LDR	Residential/Agricultural
West	Lancaster County	INS/RB	Church/Apartments

ANALYSIS & FINDINGS:

Zoning Districts
As previously noted, the subject property is currently in the NB District. Pursuant to UDO Chapter 2.3, the NB District *is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.*

Requested GB
UDO Chapter 2.3 describes the requested GB District *as is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.*

Compatibility with Surrounding Area
As noted previously, the subject property is predominately surrounded by the RB and LDR Districts. The surrounding uses are primarily commercial in nature. The existing structure was constructed in 2005 and was zoned B2 prior to the 2016 county-wide rezoning.

Conformance Status

The property's use is currently commercial in nature. If the rezoning were to be approved (changing the zoning district to General Business) the desired use would be allowed as a Conditional Use, which is not permitted under NB. The applicant would be required to proceed through the Conditional Use process prior to beginning any internal up-fit related construction.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, and corresponds to the Suburban Commercial Center Type. The adopted Comprehensive Plan states that Suburban Commercial Centers "*serve the daily needs of surrounding residential neighborhoods. They typically locate near high-volume roads and key intersections, and are designed to be accessible primarily by automobile. …Common types of suburban centers in the region include multi-tenant strip centers, big box stores, small outparcels with drive-though, and large shopping malls*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed-Use Future Land Use Category and Suburban Commercial Center are, by default, intended to be compatible with the existing suburban character of the area.

The requested GB District is consistent with Neighborhood Mixed-Use Future Land Use Category.

Suburban Commercial Center: Land Use Considerations		
Small supermarket	Convenience Store	Large supermarket
Drug store	Bank	Restaurant
Big Box commercial	Hotel	Professional Office
Call center	Medical Office	Fire Station

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If a commercial use proposed to move on to this property which would create more than 50 peak hour trips to or from this location a TIA may be required as part of their site plan submittal.

Public Utilities

Public water and sewer are currently serving this site.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:



Subject Property is visible on the right side of the photo above (Public Notice visible).



Aerial view looking north on Hwy 521: Subject parcel can be seen outlined in yellow.



Aerial view looking east: Subject parcel can be seen in the lower right corner.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 1.863 acres (TM# 0016-00-027.01) from Neighborhood Business (NB) District to General Business (GB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0016-00-027.01;
2. That the subject property is currently zoned NB District and proposed to be rezoned GB District;
3. That the rezoning would assist in resolving existing non-conforming uses;
4. That the subject property has a Future Land Use designation of Neighborhood Mixed-Use, and a Community Type of Suburban Commercial Center; and
5. That the proposed GB District is generally consistent with the surrounding area which is comprised of RB and LDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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 7580 Charlotte Highway
City Fort Mill State SC Zip 29707 Tax Parcel ID 0016-00-027-01
Current Zoning NB Current Use Retail Shopping Center
Proposed Zoning GB Total Acres 1.863
Project Description Existing shopping center wants approval for use/sale of alcohol, beer, craft beers, wine

Surrounding Property Description Retirement Community to the West, Church to the West, Law Firm to the North, IT/Computer Services to the South and a vacant lot to the East

CONTACT INFORMATION

Applicant Name Michelle Sharp
Address 1209 Missouri Avenue
City West Plains State MO Zip 65775 Phone 417-317-5332
Fax 417-357-2613 Email msharp@rbgproperties LLC.com
Property Owner Name R. B. Grisham - Grisham Family, LLC
Address 903 East Battlefield,
City Springfield State MO Zip 65804 Phone 417-293-5778
Fax _____ Email rbgrisham@theoverlandgroup.com

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.

Michelle Sharp — Applicant — 4/7/22 — Date

Property Owner(s) — 4/7/22 — 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.

Thursday, April 7, 2022

To Whom It May Concern,

I, RB Grisham, Grisham Family, LLC, do authorize Michelle Sharp to file an application for a Zoning Map Amendment for the following property:

Southend Plaza

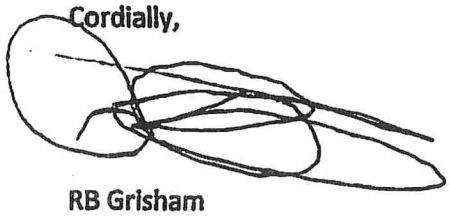
7580 Charlotte Hwy, Fort Mill, SC 29707

Parcel ID 0016-00-027-01

We would like the Zoning Map changed from a NB business to a GB business district.

Thank you.

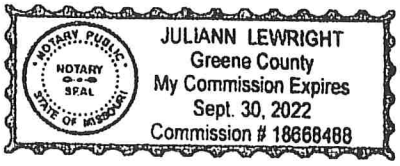
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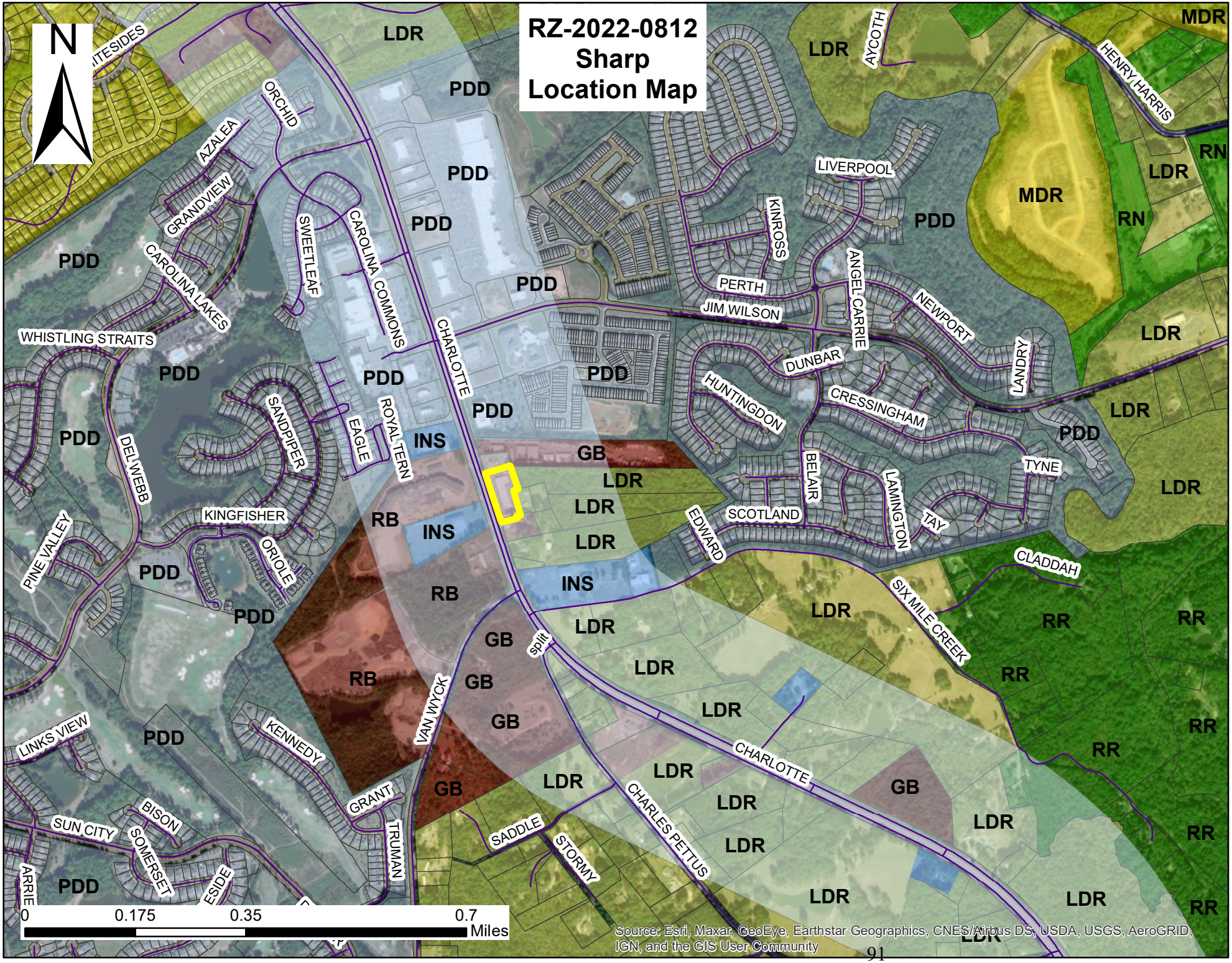


RB Grisham

Grisham Family, LLC






RZ-2022-0812
Sharp
Location Map
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AYCOTH
HENRY HARRIS
LIVERPOOL
KINROSS
PERTH
JIM WILSON
ANGEL CARRIE
NEWPORT
LANDRY
DUNBAR
CRESSINGHAM
HUNTINGDON
BELAIR
LAMINGTON
TYNE
TAY
SCOTLAND
EDWARD
CLADDAH
SIX MILE CREEK
ORCHID
AZALEA
GRANDVIEW
CAROLINA LAKES
SWEETLEAF
CAROLINA COMMONS
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June 1 2022.

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Carolina, in accordance with

SWORN to before me this 4th day of June, 2022

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

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ns will be made for rebuttals to
ng the candidate.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 4th 2022.

SWORN to before me this 4th day of June, 2022

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 21, 2022, and Monday, July 18, 2022, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-2803: Application by Two Capital Partners to rezone 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) district, to facilitate a mixed commercial and multi-family residential development.
2. DA-2021-280: Application by Two Capital Partners for a Development Agreement for 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) to facilitate mixed commercial and multi-family residential development.
3. RZ-2022-0812: Application by Michelle Sharp on behalf of owner R.B.Grisham/Grisham Family LLC to rezone approximately 1.863 acres at 7580 Charlotte Highway (TM#0016-00-027.01) from Neighborhood Business (NB) to General Business (GB) to allow tenants of existing shopping center use/sale of alcohol, beer, craft beer, and wine.
4. RZ-2022-0978: Application by Lancaster County to rezone five parcels totaling approximately 64.8 acres located at #1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & TM0069-00-045.00) from General Business (GB) and Light Industrial (LI) to Institutional (INS) District, for the purpose of building a new Detention Center.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ice published in the Carolina
olina, in accordance with law

Sworn to before me this 17 day of June, 2022

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

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Pledmont Research Partners,
• June 16, 9 a.m.-2 p.m.,
N. Main St., Lancaster
Administration Building, 101
4 p.m., Lancaster County
• June 14, 9 a.m.-
OneBlood drives:
camp or call 803-620-3036.
www.gotticountysc.org/
For details or to register, visit
make friends and be creative.
free camp where they can
will enjoy fun activities at this
Road, Lancaster. Participants
Spring Shindig: 4-8 p.m.
June 10 in the parking lots
of USC Lancaster's Starr Hall
and Hubbard Hall at 476
Hubbard Drive, Lancaster.
The fundraiser, sponsored
by the Good Samaritan
Scholarship Foundation,
will include live music from
the Sugar Free Band, food
trucks, raffles for a variety of
items, line dancing, a corn
hole contest, kids' games,
visit tradcrossblood.org or call
800-733-2767.

I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 8th 2022.

SWORN to before me this 8th day of June, 2022

Ashley Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA