

**Council Members**

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

**County Administrator**

Dennis E. Marstall

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Council**

Sherrie Simpson

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**April 11, 2023**

**6:00 PM**

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

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

**AGENDA**

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance led by Zoey Engel, granddaughter of Billy Mosteller, and Invocation led by Billy Mosteller**
4. **Approval of the Agenda**  
*[deletion and additions of non-substantive matter]*
5. **Special Presentations**
  - a. Recognition of County Employees that have 50 Years of Service to the County - Dennis Marstall, County Administrator
    - Nancy Berry who works at the Del Webb library
    - Wayne Willis who works for EMS as a Paramedic
  - b. Recognition of EMS Department for Winning State Awards - Dennis Marstall, County Administrator
    - South Carolina EMT of the Year - John Kennington
    - South Carolina PIER (Public Information and Education Resource) Team of the Year Award - Lancaster County
  - c. Recognition of RISE Award Winners - Presented by County Administrator Dennis Marstall
  - d. Update on the Lancaster 2040 Comprehensive Plan - Allison Hardin
6. **Citizens Comments**

*[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at [ssimpson@lancaster-sc.net](mailto:ssimpson@lancaster-sc.net) or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancaster-sc.org/>. Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to*

***4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]***

**7. Consent Agenda**

***[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]***

- a. Approval of Minutes from the March 15, 2023 Strategic Plan Workshop Meeting
- b. Approval of Minutes from the March 15, 2023 Committee of the Whole Meeting
- c. Approval of Minutes from the March 27, 2023 County Council Regular Meeting
- d. 2nd Reading of Ordinance 2023-1842 regarding Authorization of a Special Source Revenue Credit Agreement with Project Spider  
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And [An Entity Previously Identified By The County As Project Spider], Including Any Related Or Affiliated Entities, Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 6-0 at the March 27, 2023 County Council Meeting (Charlene McGriff Absent). - Brian Fulk***

**8. Non-Consent Agenda**

- a. Resolution 1233-R2023 regarding Approval of Settlements for Opioid Litigation  
Resolution Title: A Resolution To Approve The Five National Opioid Settlements With Defendants Teva, Allergan, CVS, Walgreens, And Walmart And The South Carolina Opioid Settlement Allocation Agreement As Amended. - ***Dennis Marstall/Ginny Merck-Dupont***
- b. Resolution 1234-R2023 regarding Authorization of the Final Design of the Detention Center at a Cost of Approximately 90 Million Dollars  
Resolution Title: A Resolution Authorizing The Lancaster County Administrator To Proceed With The Final Design Of The Detention Center Project At A Cost Of Approximately \$90,000,000 - ***Dennis Marstall/Sheriff Barry Faile***
- c. Public Hearing and Resolution 1232-R2023 regarding Approval of Conditional Use Permit for Tidal Wave Auto Spa  
Resolution Title: A Resolution To Approve The Favorable Recommendation Of Both The Lancaster County Planning Staff And The Lancaster County Planning Commission Of A Conditional Use Application To Permit A Minor Maintenance And Repair (Auto) To Be Located Upon Tax Map # 0013-00-015.00), At 4138 Doby's Bridge Road For The Purpose Of Developing An Automated Car Wash. - ***Planning Case Number: CU-2022-2447. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the conditional use permit. - Allison Hardin***
- d. Public Hearing and 1st Reading of Ordinance 2023-1843 Regarding Amending the Unified Development Ordinance for Building Height Requirements (Applicant Lancaster County Water And Sewer District)  
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.4, Building Heights, To Exempt Lancaster County Water & Sewer District (LCW&SD) Water Tank Towers From Height Regulations And Alter Setback Requirements For The Towers On The Effective Date Of This Ordinance - ***Planning Case Number: UDO-TA-2023-0188. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment. - Allison Hardin***
- e. 1st Reading of Ordinance 2023-1844 regarding Approval of an Easement for Duke Power



Ordinance Title: An Ordinance To Approve An Easement Grant To Duke Energy Carolinas, LLC Upon Real Property Owned By Lancaster County And Located At 1140 Elliott Street Bearing Tax Parcel Number 0082D-0K-020.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The Purposes Of This Ordinance. - **Dennis Marstall**

- f. 1st Reading of Ordinance 2023-1846 regarding Establishing a Policy and Procedure for Naming Rights

Ordinance Title: An Ordinance Establishing A Policy And Procedure For Naming County-Owned Properties Or Structures. - **John Bodner/Chris Clouden**

**9. Discussion and Action Items**

- a. Approval of Appointments to Various Boards or Commissions for District 4

- Maureen Johnson as the District 4 Representative on the Keep Lancaster County Beautiful Committee to fill an unexpired term that would end on 06/30/2023 AND to fill a four year year term that would expire on 06/30/2027 (1st Term)
- M. David Aspesi as the District 4 Representative on the Recreation Advisory Board to fill an unexpired term that would end on 06/30/2023 AND to fill a four year year term that would expire on 06/30/2027 (1st Term)
- Gary Wayne Alden as the District 4 Representative on the Board of Zoning Appeals (BZA) to fill an unexpired term that would end on 06/30/2023 AND to fill a four year year term that would expire on 06/30/2027 (1st Term)
- Kelly Collins as the District 4 Representative on the Health and Wellness Commission to fill an unexpired term that would end on 06/30/2023 AND to fill a four year year term that would expire on 06/30/2027 (1st Term)

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

- a. POSTPONED UNTIL THE 6/12/2023 COUNCIL MEETING - 2nd Reading of Ordinance 2022-1831 regarding Rezoning Property Located at 4263 Doby's Bridge Road, Indian Land, SC, from Low Density Residential District (LDR) to Institutional District (INS) to Allow Development of a Daycare Facility

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 4.84 Acres (TM# 0013-00-024.00) Located At 4263 Doby's Bridge Road, Indian Land, From Low Density Residential (LDR) District To Institutional (INS) District. - **Planning Department Case Number: RZ-2022-1759. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Public Hearing held at the November 14, 2022 County Council Meeting but 1st Reading deferred until the January 9, 2023 County Council Meeting. Passed 5-2 at the January 9, 2023 County Council Meeting (Opposed Jose Luis and Billy Mosteller). 2nd Reading Postponed until the June 12, 2023 County Council Meeting by a vote of 6-1 (Opposed Jose Luis). - Allison Hardin**

**11. Miscellaneous Reports and Correspondence**

**12. Executive Session**

*[motions from Members may follow]*

- a. One Item:

1. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter for land acquisition.

**13. Items Requiring a Vote Following Executive Session**

**14. 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](http://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](https://mylancastersc.org/government/lancaster_county_council/County_Council_Meetings.php)*

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration

Department: Administration

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Provide recognition to selected County employees as part of April's National County Government month, whose 2023 theme is *Counties RISE*.

**Points to Consider:**

At this meeting, the County Administrator will recognize two employees that have served the County for 50 years: Nancy Berry who works at the Del Webb library and Wayne Willis who works for EMS as a Paramedic.

**Funding and Liability Factors:**

There are no funding and liability factors as this item is for employee recognition purposes only.

**Recommendation:**

Join us in congratulating and thanking these two employees for their long service to Lancaster County.

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration

Department: Administration

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Provide recognition to EMS employees who recently attended the 2023 South Carolina State EMS Symposium in Myrtle Beach where Lancaster County EMS won two commendations: John Kennington was named EMT of the Year and Lancaster County PIER team was awarded PIER team of the Year.

### **Points to Consider:**

John Kenninton has worked with Lancaster County EMS since 2015. He serves on the STAR team, is the training officer for the Lancaster County Honor Guard and performs with the Always Ready Emergency Troupe.

PIER stands for Public Information and Education Resource and the Lancaster County team was awarded the PIER team of the Year for its efforts in the community and its work at public events, school events, etc. This team helps educate the community on the role of EMS.

### **Funding and Liability Factors:**

There are no funding and liability factors associated with this item.

### **Recommendation:**

This item is for information only for Council and citizens.

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration

Department: Administration

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Provide recognition to County employees in celebration of April as National County Government month. This year, the County created the RISE award, which was based on this year's National County Government month's theme: Counties RISE! Our County's RISE award recognizes Resiliency, Innovation, Service, and Excellence among our employees.

**Points to Consider:**

This annual celebration encourages County's to actively promote the services and programs they offer to their citizens and the RISE award is an excellent opportunity for us to highlight our highly capable County workforce.

During the month of March, employees were asked to nominate coworkers who have gone above and beyond in resiliency, innovation, service and excellence. The County received a total of 23 nominations for the RISE awards and we will be recognizing the top employee in each of the four categories.

**Funding and Liability Factors:**

**Recommendation:**

N/A

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Allison Hardin / Planning

Department: Planning

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

The purpose of the presentation is to provide an update on the status of the Comprehensive Plan project, specifically reviewing the future land use concepts. Staff would like feedback from Council regarding these concepts.

**Points to Consider:**

The eleven land use categories to be reviewed are as follows: (1) agriculture and timber; (2) conservation; (3) rural; (4) neighborhoods; (5) growth area; (6) edgewater; (7) core mixed use; (8) industry; (9) mining; (10) municipal; and (11) municipal influence area.

**Funding and Liability Factors:**

N/A

**Recommendation:**

Provide input into the future land use concepts.

**ATTACHMENTS:**

Description

Power Point Presentation

Upload Date

4/4/2023

Type

Presentation

# Lancaster 2040

## COMPREHENSIVE PLAN



### Future Land Use Concepts: Introduction

# Future Land Use Concepts

## Introduction

- Five Future Land Use Concepts have been prepared to demonstrate potential alternatives that will help to inform land use and development regulation in Lancaster County.
- The concepts provide a high level framework designating where growth should be directed and where it should be restricted or discouraged.
- Components of each concept can be captured in a preferred alternative, while additional changes or ideas can be incorporated as well.
- Concepts are informed by a range of factors, including infrastructure availability, land supply, compatible growth concerns, and previous input from the Committee and Lancaster County residents, among other factors.



# Land Use Categories

## 11 Land Use Categories – Based on Character / Function

- Agriculture & Timber
- Conservation
- Rural
- Neighborhoods
- Growth Area
- Edgewater
- Core Mixed Use
- Industry
- Mining
- Municipal
- Municipal Influence Area

# Land Use Categories

## **Agriculture & Timber:**

- Accounts for the largest allocation of land area in each scenario (range of 41% to 42% of the County)
- Primarily applied to Southern Lancaster and the eastern portion of Greater Lancaster.
- Significant concentrations of contiguous parcels greater than 50 acres in size.
- Intended to preserve land for farming and forestry.
- Use of major subdivision process for residential development not allowed.
- 5 acre minimum lot size.
- Scattered residences and crossroads commercial areas to serve basic needs.
- Rural businesses / ag and forestry support uses allowed.

# Land Use Categories

## Conservation

- Applied to land owned by public agencies, non-profits, etc. and in use for conservation purposes.
- Also large contiguous tracts of permanently protected conservation land associated with development.
- Major examples include the Forty Acre Rock and Liberty Hill Wildlife Management Areas.
- Public ownership and/or conservation easements preclude development.
- Just over 14,000 acres or 4% of the entire County.
- Largest concentrations found in Southern Lancaster.

# Land Use Categories

## Rural

- Generally applied to lands that lack direct wastewater utility access, have accessibility challenges, or insufficient transportation infrastructure to support urban growth.
- Also used as a means to separate / transition between growth areas or serve as a buffer when more dense development would present compatibility challenges.
- Fewer large contiguous parcels than Agriculture and Timber.
- Major subdivisions allowed with 3 acre minimum lot size, while minor subdivision process is allowed to create limited number of 1 acre parcels.
- Low density residential development, agriculture, rural and crossroads commercial uses, with a focus on maintaining rural character.

# Land Use Categories

## Neighborhoods

- Applied to both existing and in-progress residential development.
- In rural areas this category is only applied to major subdivisions. Concentrations of housing along farm to market roads or other informal rural development patterns are excluded.
- Identifies areas least likely to change.
- Intended to preserve character and direct potentially incompatible uses away from formal residential neighborhood environments.
- Occupies just under 17,500 acres of land and accounts for around 5% of the overall land area of the County

# Land Use Categories

## Growth Areas

- Intended to designate areas where growth is intended based on the availability of supportive infrastructure and land to accommodate it.
- Ranges from 3% to 6% of land in the County in each scenario, or around 10,000 to 23,000 acres.
- Changes in the amount and location of areas designated with this land use category is the primary difference between the 5 scenarios.
- Land is replaced with a designation of Rural if removed from the Growth Area category.
- Intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares.

# Land Use Categories

## Core Mixed Use

- Intended to facilitate the ongoing development of the primary urban centers in the Panhandle.
- Around 2,300 acres designated as Core Mixed Use, which occupies 6% of the land in the Panhandle – all north of Van Wyck Road.
- Intended to accommodate a wide range of higher density housing development and major commercial / mixed use developments.
- Supports a transition to a more “urban” environment over time with improved transportation connections, greater walkability, and more amenities for residents.
- Generally excludes industry and similar uses that may be incompatible with a more urban environment.

# Land Use Categories

## Industry

- Intended to protect existing major industrial development and provide additional economic development opportunities for Lancaster County.
- Four scenarios refocus large scale industrial growth to the area along the Catawba River in Greater Lancaster between SC 9 and SC 5 west of the City of Lancaster and provide for nearly 8,400 acres of industrial land.
- Rural industrial development can be more flexible in the types of uses that are accommodated.
- Less competition for land resources with housing / commercial developers in Greater Lancaster than the Panhandle.



# Land Use Categories

## Mining

- Used to identify the location of high-intensity extractive industry with the goal of limiting / precluding incompatible development in close proximity.
- Generally applied to land designated with the Mining District.
- Around 5,500 acres in Southern Lancaster (1.6% of the land in the County)

## Edgewater

- Intended to identify this unique large-scale residential development that is situated in an otherwise rural portion of the County.
- Occupies around 6,500 acres in Southern Lancaster (almost 2% of the County's overall land area).

# Land Use Categories

## **Municipal**

- Used to designate land within the corporate limits of the County's four municipalities.

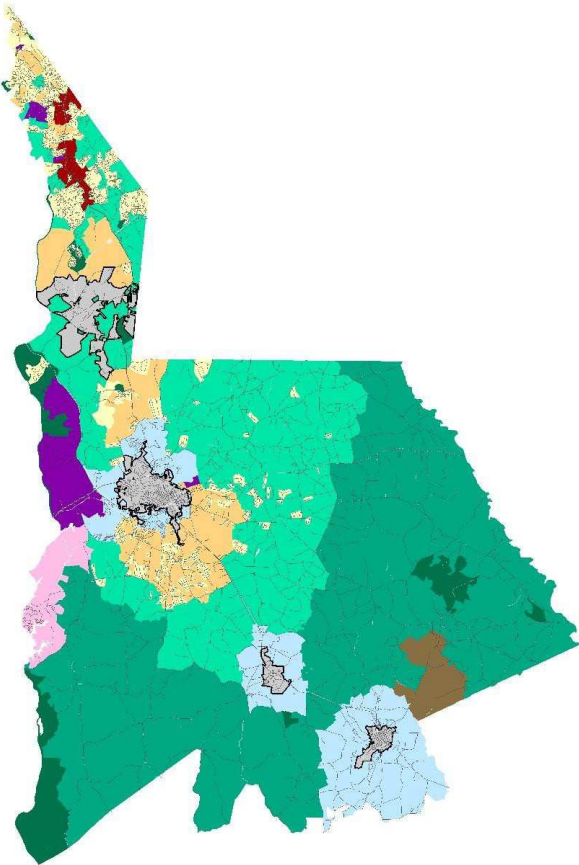
## **Municipal Influence Area**

- Designated future growth areas for the three municipalities that have local wastewater collection systems.
- Formal (Lancaster) or informal (Kershaw and Heath Springs) areas in which urban growth is possible due to availability of utilities.
- Direct growth through annexation requirements and application of Rural or Ag. & Timber land use policies, as appropriate within influence areas.

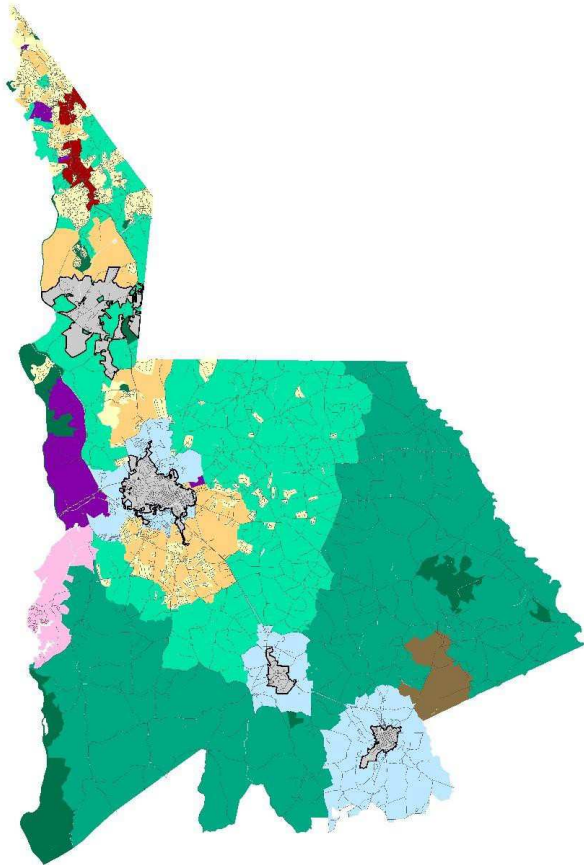
# Future Land Use Concept 1

## OVERVIEW:

- Base scenario used to develop the other four land use concepts.
- County growth areas designated in four primary areas:
  - Northern Panhandle – primarily infill in proximity to Ballantyne
  - Southern Panhandle – greenfield development extending south toward Van Wyck.
  - Greater Lancaster – between the City of Lancaster and the Panhandle along US 521.
  - South of the City of Lancaster in existing LCWSD sewer service areas.
- Intended to limit additional impacts to insufficient secondary road networks east and west of US 521 in the Panhandle by maintaining a significant rural development pattern.
- Second largest amount of designated Growth Area acreage
- Second smallest amount of designated Rural acreage
- Establishes a major industrial development area along the Catawba River west of the City of Lancaster. This carries through 3 of the remaining 4 scenarios.



# Future Land Use Concept 1

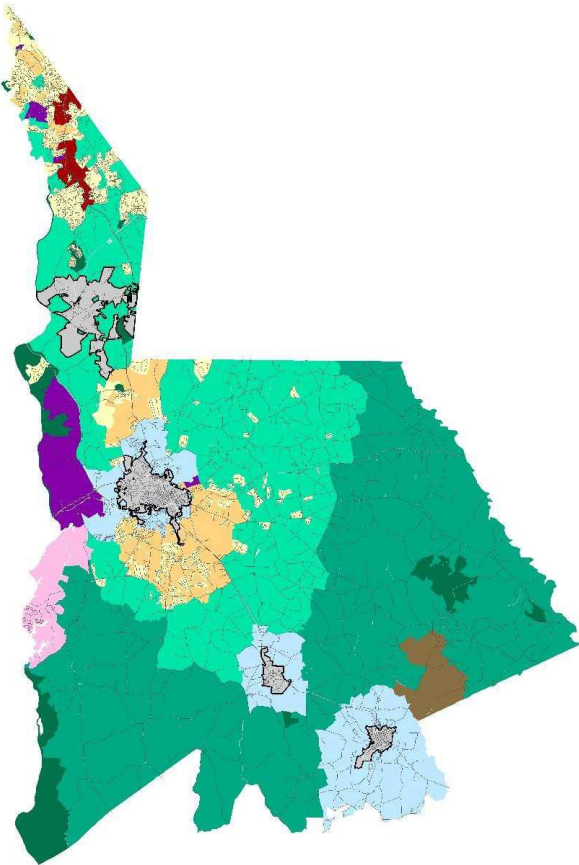


| CATEGORY            | ACRES   | PERCENT |
|---------------------|---------|---------|
| Ag & Timber         | 141,271 | 41.1%   |
| Conservation        | 14,010  | 4.1%    |
| Rural               | 82,550  | 24.0%   |
| Neighborhoods       | 17,494  | 5.1%    |
| Growth              | 22,654  | 6.6%    |
| Edgewater           | 6,533   | 1.9%    |
| Core Mixed Use      | 2,278   | 0.7%    |
| Industry            | 8,369   | 2.4%    |
| Mining              | 5,480   | 1.6%    |
| Municipal           | 12,036  | 3.5%    |
| Municipal Influence | 31,018  | 9.0%    |

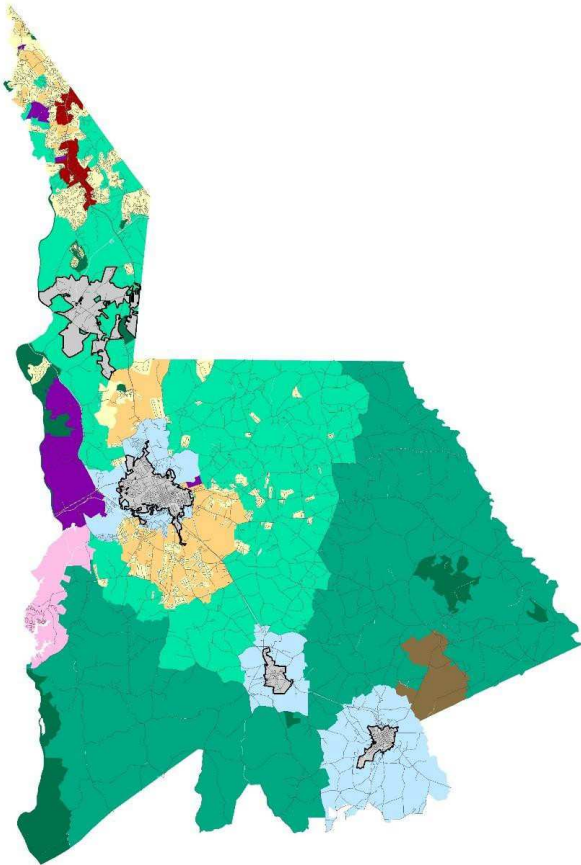
# Future Land Use Concept 2

## OVERVIEW:

- Similar to Concept 1, with the primary difference being the elimination of the southern Panhandle Growth Area between Van Wyck and Carolina Lakes.
- Growth Area replaced by Rural land use designation.
- Remaining concepts carried through.
- Second largest designation of Rural land use.
- Reduction of allocated Growth Area by nearly 7,000 acres from Concept 1.



# Future Land Use Concept 2

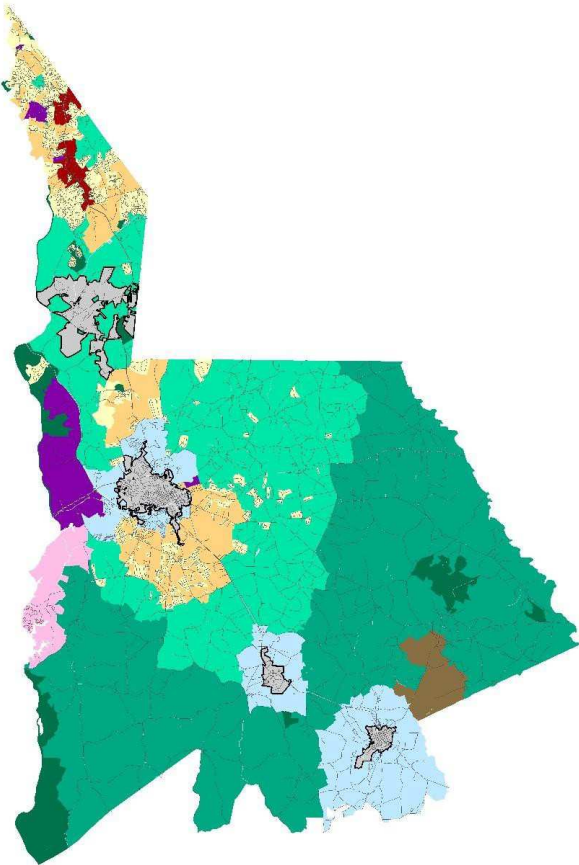


| CATEGORY            | ACRES   | PERCENT |
|---------------------|---------|---------|
| Ag & Timber         | 141,271 | 41.1%   |
| Conservation        | 14,010  | 4.1%    |
| Rural               | 89,349  | 26.0%   |
| Neighborhoods       | 17,488  | 5.1%    |
| Growth              | 15,861  | 4.6%    |
| Edgewater           | 6,533   | 1.9%    |
| Core Mixed Use      | 2,278   | 0.7%    |
| Industry            | 8,369   | 2.4%    |
| Mining              | 5,480   | 1.6%    |
| Municipal           | 12,036  | 3.5%    |
| Municipal Influence | 31,018  | 9.0%    |

# Future Land Use Concept 3

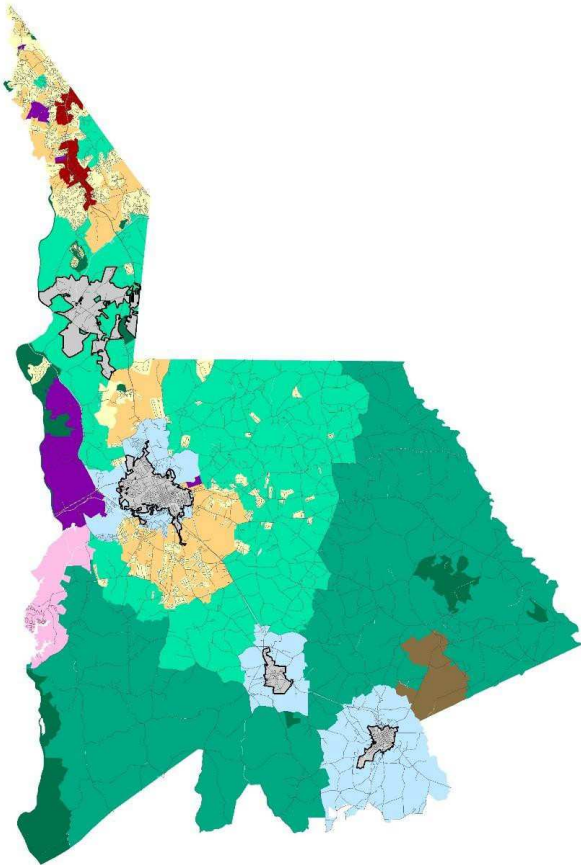
## OVERVIEW:

- Alters Concept 2 by adding a new Growth Area designation in the southern Panhandle.
  - Focused on areas along US 521 and north of SC 75 through Shelly Mullis Road.
  - Removes western portion of Growth Area along Van Wyck Road that was included in Concept 1.
- Eliminates Rural land use designations west of US 521 in areas north of Carolina Lakes – extending the infill development growth area southward.
- Around 2,000 fewer acres of Growth Area compared to Concept 1.





# Future Land Use Concept 3



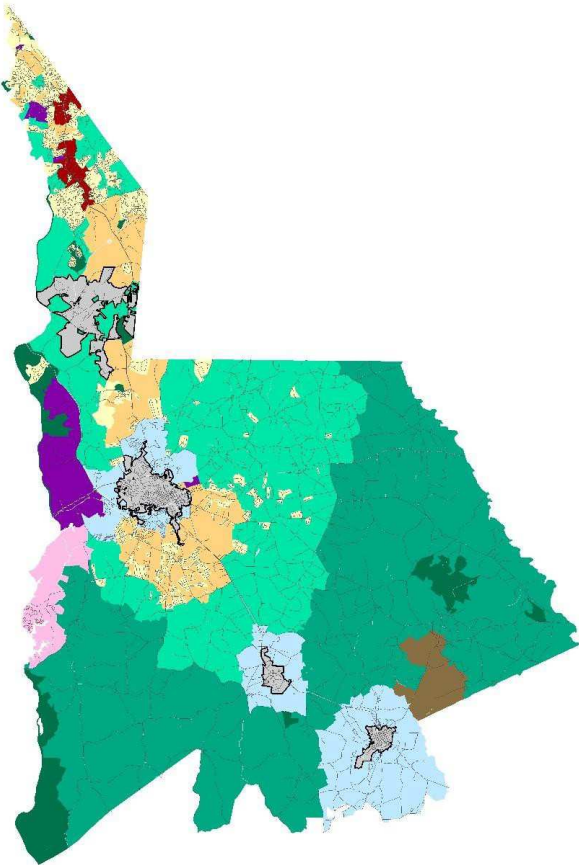
| CATEGORY            | ACRES   | PERCENT |
|---------------------|---------|---------|
| Ag & Timber         | 141,271 | 41.1%   |
| Conservation        | 14,010  | 4.1%    |
| Rural               | 84,721  | 24.7%   |
| Neighborhoods       | 17,489  | 5.1%    |
| Growth              | 20,488  | 6.0%    |
| Edgewater           | 6,533   | 1.9%    |
| Core Mixed Use      | 2,278   | 0.7%    |
| Industry            | 8,369   | 2.4%    |
| Mining              | 5,480   | 1.6%    |
| Municipal           | 12,036  | 3.5%    |
| Municipal Influence | 31,018  | 9.0%    |



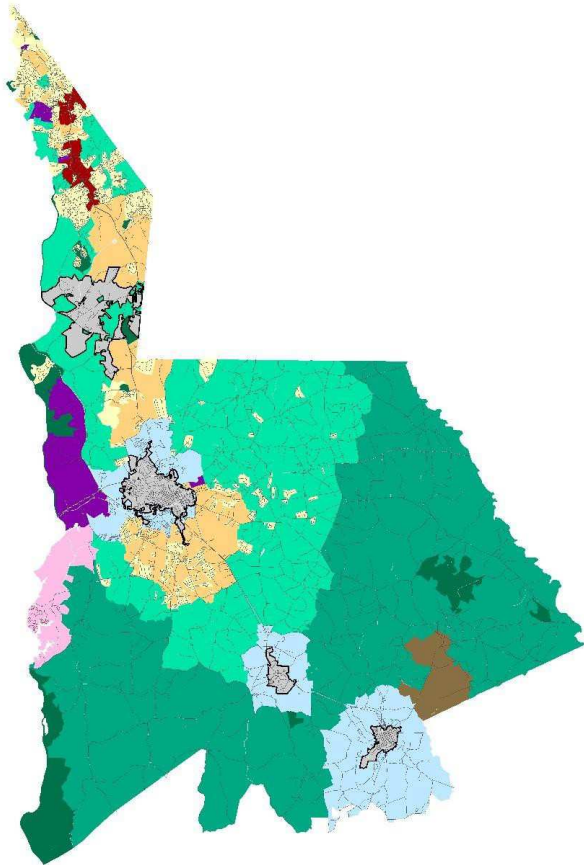
# Future Land Use Concept 4

## OVERVIEW:

- Alters the southern Panhandle Growth Area from Concept 3 by eliminating the Growth Area designation north of Jim Wilson Road and extending this Growth Area southward to Van Wyck along the US 521 corridor.
- Growth Areas designated along the Catawba River north of Carolina Lakes in Concepts 3 return to being designated as Rural.
- Largest amount of designated Growth Area of any concept with approximately 23,000 acres.
- Smallest amount of Rural land designation.



# Future Land Use Concept 4

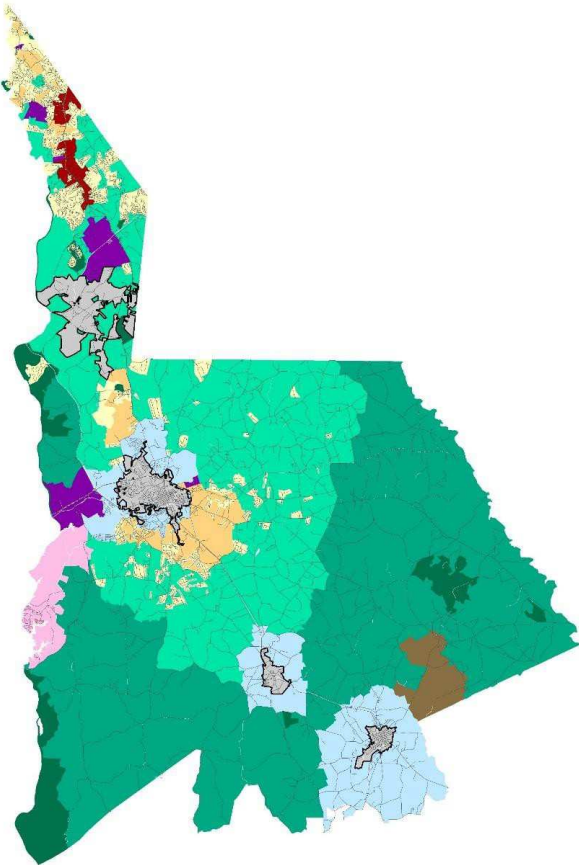


| CATEGORY            | ACRES   | PERCENT |
|---------------------|---------|---------|
| Ag & Timber         | 141,271 | 41.1%   |
| Conservation        | 14,010  | 4.1%    |
| Rural               | 82,255  | 23.9%   |
| Neighborhoods       | 17,489  | 5.1%    |
| Growth              | 22,954  | 6.7%    |
| Edgewater           | 6,533   | 1.9%    |
| Core Mixed Use      | 2,278   | 0.7%    |
| Industry            | 8,369   | 2.4%    |
| Mining              | 5,480   | 1.6%    |
| Municipal           | 12,036  | 3.5%    |
| Municipal Influence | 31,018  | 9.0%    |

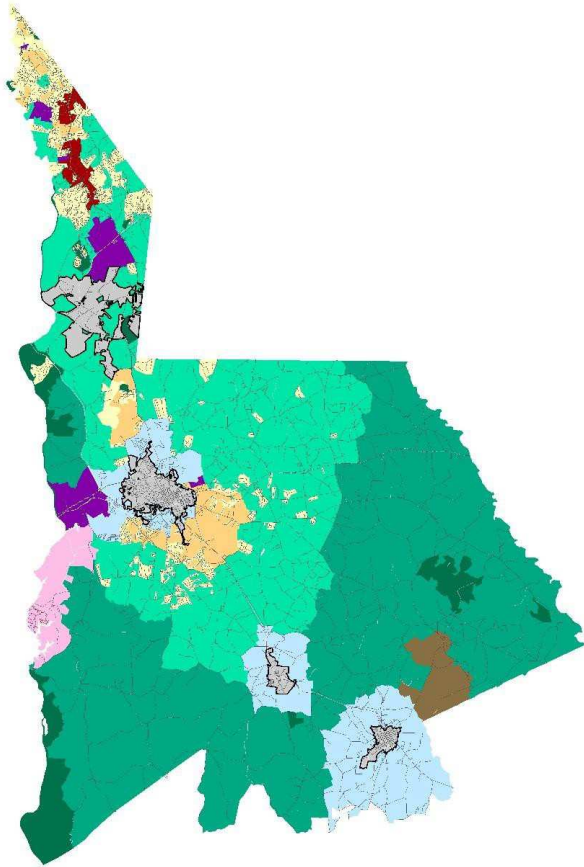
# Future Land Use Concept 5

## OVERVIEW:

- Removes all Growth Areas from the Panhandle, except for the infill Growth areas in the very northern part of the planning area.
- Eliminates the Growth Area on the east side of US 521 between Lancaster and Van Wyck.
- Eliminates the Industrial area along the Catawba River in Greater Lancaster in favor of a new industrial area in the Panhandle west of US 521 and centered on either side of the railroad traversing this area.
- Previously designated Greater Lancaster Industrial area redesignated as Agriculture & Timber except for the area closest to the airport / City of Lancaster.
- Growth Areas south of the City of Lancaster are reduced significantly in areas west of Airport Road.
- Largest amount of Ag. & Timber and Rural acreage designation.
- Smallest amount of Growth Area (2.9% of the County).



# Future Land Use Concept 5



| CATEGORY            | ACRES   | PERCENT |
|---------------------|---------|---------|
| Ag & Timber         | 145,867 | 42.4%   |
| Conservation        | 14,010  | 4.1%    |
| Rural               | 92,638  | 27.0%   |
| Neighborhoods       | 17,493  | 5.1%    |
| Growth              | 9,884   | 2.9%    |
| Edgewater           | 6,533   | 1.9%    |
| Core Mixed Use      | 2,278   | 0.7%    |
| Industry            | 6,456   | 1.9%    |
| Mining              | 5,480   | 1.6%    |
| Municipal           | 12,036  | 3.5%    |
| Municipal Influence | 31,018  | 9.0%    |

# Lancaster 2040

## COMPREHENSIVE PLAN



### Future Land Use Concepts: Introduction



## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Approve or amend the minutes from the March 15, 2023, Strategic Plan Workshop meeting.

**Points to Consider:**

The draft minutes from the March 15, 2023, Strategic Plan Workshop meeting are attached for Council's review and consideration.

**Funding and Liability Factors:**

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

**Recommendation:**

Approve the minutes as written.

**ATTACHMENTS:**

| Description                                                             | Upload Date | Type            |
|-------------------------------------------------------------------------|-------------|-----------------|
| Draft Minutes from the 3-15-2023 County Council Strategic Plan Workshop | 4/4/2023    | Backup Material |

**Council Members**

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

**County Administrator**

Dennis E. Marstall

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Council**

Sherrie Simpson

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**March 15, 2023**

**12:00 PM**

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

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

**WORKSHOP MINUTES**

Council Members present: Allen Blackmon (*who entered the meeting late at approximately 1:57 p.m.*), Brian Carnes, Terry Graham, Jose Luis, Charlene McGriff and Billy Mosteller.

Council Members absent: Steve Harper.

Staff Members/Others present: Dennis Marstall, County Administrator; John Bodner, Assistant County Administrator; Sherrie Simpson, Clerk to Council; Kim Belk, Budget Director; Jason Gray, consultant with Willdan; Amy Lattarulo-Conrad with Willdan; various staff; and the press.

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.

**Call to Order - Vice-Chair Brian Carnes**

Vice-Chair Brian Carnes called the Strategic Plan Workshop to order at approximately 12:00 p.m.

**Welcome and Recognition - Vice-Chair Brian Carnes**

Vice-Chair Brian Carnes welcomed everyone to the Workshop.

**Pledge of Allegiance and Invocation - Council Member Jose Luis**

Councilmember Jose Luis led the Pledge of Allegiance to the American Flag and delivered the Invocation.

**Approval of the Agenda**

Charlene McGriff moved to approve the agenda. Seconded by Billy Mosteller. Motion Passed 5-0.; Absent: Blackmon, Harper

## **Discussion regarding the 2023 Strategic Plan**

### **Update on Community Engagement Process and Project Status**

Jason Gray provided Council with an update on the community engagement process. He explained that Willdan just released a Community Survey and recently hosted a Boards and Commissions focus group. He also explained that approximately 536 citizens had looked at the survey and that approximately 227 had completed the community survey. He noted that the respondents to the survey could be anonymous or they could provide a contact if they wished to do so. He also noted that the surveys could be taken on either a mobile device or on a desktop. He explained that citizens could take the survey more than once. He noted that they were just getting trends and theme information from the surveys and that this was not a secure and scientific survey. He further explained that they had three more focus group meetings scheduled: (1) business and industry; (2) non-profit and faith communities; and (3) intergovernmental agencies. He explained that the Community Survey would run for the next thirty days. Amy Lattarulo-Conrad, the team member from Willdan leading the community engagement process, explained that the survey was live on the County's website. Jason Gray noted that the survey had been sent out via the County's social media channels. Council discussed possible issues with the survey and Jason Gray explained that they should use the survey only as a data point. Jason Gray also noted that they would like to engage between three and five percent of the community, at a minimum, with the surveys, but that they would love to engage between seven and ten percent of the community.

### **Discussion on County Strategic Plan Components -- Vision, Mission Statement, Organizational Values, and Strategic Themes**

For the remainder of the meeting, Jason Gray reviewed an updated power point that is attached as Schedule A to the written minutes in the Clerk to Council's office. He began the Strategic Plan discussion by reviewing the building blocks of the Strategic Plan: (1) vision, where the County wants to be; (2) values, what the County cannot lose sight of because they are the boundaries around which you act; and (3) strategic themes, which are the big buckets of how the County begins to advance towards the vision. He explained what a vision should entail and reviewed the four different components of a vision statement: (1) core ideology, which defines what the County stands for; (2) envisioned future, which describes a clear target; (3) core values, which defines what the County stands for and why it exists; and (4) core purpose, which is a consistent identity that is greater than individual perspectives. He explained that vision statements need to be an affirmative description, should be rooted in desire, need to be for the "long term," should be reflected upon occasionally to see if they need updating, should not be reactionary to a specific issue for the day, should not be obligatory, and thought of in the present tense. He discussed the County's current vision statement in relation to the needed components and he reviewed some examples of vision statements. Council and the consultant discussed whether the County's current vision and mission statement were missing any components, that "great" needed to be more clearly defined, the best length for vision statements, whether the statement should reference listening to the needs and wants of the community and to serving the community, whether the statement should be inclusive, and whether it should be a call to action that differentiates the County in some shape or form.

Next, Council provided feedback to the consultant group by rating the current vision statement. Jason Gray noted that 3.4 percent of the Boards and Commissions focus group ranked Lancaster County as an excellent place to live. Council provided feedback to the consultant group on whether any core values should be removed, combined or added. Council also provided feedback on whether any other values should be considered for inclusion within the Core values and if any other aspects of County government should be listed as part of the Core Purpose. Finally, each Councilmember provided and discussed their definition of "great." Council and the consultant discussed the importance of and the ultimate prioritization of public safety, the strength of public safety in Lancaster County and specifically the Sheriff's Department, that leadership starts with listening and communication, and that government has to strike a balance between restrictions versus freedoms.

Council took a break in the Workshop, which began at approximately 1:44 p.m. Council resumed the Workshop at approximately 1:54 p.m.



After the break, Council provided feedback to the consultant on how they hoped the County would be described in about twenty years. The consultant explained that they came up with emerging strategic themes for the County via Council's top initiatives. Jason Gray did note that the emerging strategic themes may change. Council and the consultant discussed the importance of economic development and whether it should be part of the strategic theme framework or whether it should be a supporting component of a strategic theme. They then discussed how to define the target for economic development. Next, Council ranked, in order of importance, the emerging strategic themes: (1) public safety; (2) infrastructure; (3) funding and revenue; (4) quality growth; and (5) county workforce/high performance organization. Council discussed the rankings.

### **Analysis and Discussion on Strengths, Weaknesses, Opportunities, and Threats (SWOT)**

Jason Gray led Council through a discussion on strengths, weaknesses, opportunities, and threats. Council provided feedback to the consultant by listing the County's current strengths, and Jason Gray noted that the Strategic Plan should continue to capitalize on these strengths. Council discussed the definition of great workforce and definition of geography and location.

Next, Jason Gray asked Council to list the County's weaknesses and he noted that the Strategic Plan would need to try to mitigate these weaknesses. Council discussed the fact that too rapid growth was the greatest current weakness.

Next, Jason Gray asked Council to provide feedback and to list the County's opportunities. He noted that opportunities are characteristics that are not yet strengths but could possibly be in the future. He noted that opportunities are characteristics that the Strategic Plan would want to leverage. Council discussed whether the County's access to the Catawba River could be an opportunity to leverage.

Lastly, Jason Gray asked Council to provide and to list the County's current threats. He explained that the Strategic Plan would try to counteract potential threats to the County's vision.

Amy Lattarulo-Conrad provided Council with an update on the community survey. She noted that, thus far, fifty-four percent of the people that had completed the survey ranked Lancaster County as an excellent place to live. She further explained that the County ranked lowest on mental health care and overall built environment.

### **Adjournment**

Terry Graham moved to adjourn the Strategic Plan Workshop. Seconded by Charlene McGriff. Motion Passed 5-0.; Abstain: Blackmon; Absent: Harper

There being no further business, the Strategic Plan Workshop adjourned at approximately 3:20 p.m.

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

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

Department: Administration

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Approve or amend the minutes from the March 15, 2023, Committee of the Whole meeting.

**Points to Consider:**

The draft minutes from the March 15, 2023, 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.

**Recommendation:**

Approve the minutes as written.

**ATTACHMENTS:**

| Description                                                     | Upload Date | Type            |
|-----------------------------------------------------------------|-------------|-----------------|
| Draft Minutes from the 3-15-2023 Committee of the Whole Meeting | 4/6/2023    | Backup Material |

**Council Members**

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

**County Administrator**

Dennis E. Marstall

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Council**

Sherrie Simpson

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**March 15, 2023**

**4:00 PM**

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

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

**MINUTES**

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

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; John Bodner, Assistant County Administrator; Kim Belk, Budget Director; Veronica Thompson; Finance Director; Darren Player, Fire Rescue/Emergency Management Director; Greg Nicholson, Pleasant Valley Fire Chief; Chris Miller, Indian Land Fire Chief; Stuart Barfield; Chief of Operations, Planning & Implementation/Emergency Management; Frannie Heizer, Burr Forman; Brian Nurick, Municipal Advisors; the press; various Department Heads; various Elected Officials; 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 - Vice-Chair Brian Carnes**

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

**Welcome and Recognition - Vice-Chair Brian Carnes**

Vice Chair Brian Carnes welcomed everyone to the meeting.

**Pledge of Allegiance and Invocation - Council Member Jose Luis**

Jose Luis led the Pledge of Allegiance to the American Flag and delivered the Invocation.

### **Approval of Agenda**

Allen Blackmon moved to approve the agenda. Seconded by Charlene McGriff. A roll call vote was taken and the motion to approve the agenda Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, McGriff, Mosteller; Nays: None.

### **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**

#### **Bonding Capacity and Overview regarding Funding for the Detention Center and Regional Park Projects - Brian Nurick, Municipal Advisors, and Frannie Heizer, Bond Counsel with Burr Forman**

Brian Nurick, with Compass Municipal Advisors, provided and reviewed a handout on the Capital Funding Program Report for Lancaster County. That handout is attached as Schedule A to the written minutes in the Clerk to Council's office.

The following items were discussed by Council and the consultant: cash flow; that Lancaster built up eight (8) million in hospitality funds from 2017 to the present; and that the costs for the regional park project is projected to be \$44 million and would include a small recreation center; Council discussed their concerns about a possible recession; that the County should compare projections from the first capital sales tax to actual revenues; the possibility of segregating projects into different bonding projects; the possibility of delaying projects for one year; other potential funding sources; and the benefits of bonding both projects simultaneously instead of bonding them individually. Dennis Marstall explained that staff needed direction from Council regarding the final price for the new detention center.

Frannie Heizer, Bond Counsel with Burr Forman, provided a handout on the legal structure of installment purchase revenue bonds (IPRBs). That handout is attached as Schedule B to the written minutes in the Clerk to Council's office.

Vice-Chair Brian Carnes called for a break at approximately 5:20 p.m. At the end of the break, he called the meeting back to order at approximately 5:27 p.m.

#### **Discussion of Potential Merger of the Pleasant Valley and Indian Land Fire Fee Boards and Potential Increase of Fire Fee - Dennis Marstall , Darren Player, Greg Nicholson, Chief of Pleasant Valley Fire Department, and Chris Miller, Chief of the Indian Land Fire Department**

Dennis Marstall reviewed the history of discussions with Council regarding fire services.

Greg Nicholson, Chief of Pleasant Valley Fire Department, gave a brief history of the fire department. He reviewed the County power point presentation on proposed staffing needs for the potential merger of the Pleasant Valley and Indian Land Fire Departments.

Chris Miller, Chief of Indian Land Fire Department, reviewed the County power point presentation on proposed budget needs for the potential merger of the Pleasant Valley and Indian Land Fire Departments.

Darren Player, Fire Rescue Director, reviewed the County power point presentation on a career development plan for the potential merger of the Pleasant Valley and Indian Land Fire Departments.

There were discussions regarding the possible elimination of the fee boards once the merger takes place and that the fire fees would, instead, be paid directly to the County and administered by the County. They discussed how the current volunteers view the merger. Darren Player stated the volunteers realize the merger is necessary and more career firefighters are needed. Council and staff discussed making Pleasant Valley and Indian Land an administrative arm of the county structure. Jose Luis requested a pro and con chart for these departments being an administrative arm versus a fee board. Darren stated the budget process would be more efficient as an administrative arm. Brian Carnes stated this process needed to have happened years ago and asked what would it take to move the entire county to this model. Darren Player stated the Fire Commission was in the process of discussing moving the entire County to this model.

### **Adjournment**

Jose Luis moved to adjourn the meeting. Seconded by Charlene McGriff. A roll call vote was taken and the motion to adjourn the meeting Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, McGriff, Mosteller; Nays: None.

There being no further business, the Committee of the Whole meeting adjourned at approximately 6:31 p.m.

DRAFT

## Agenda Item Summary

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Ordinance # / Resolution #: N/A

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

Department: County Clerk

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Approve or amend the minutes from the March 27, 2023, County Council regular meeting.

**Points to Consider:**

The draft minutes from the March 27, 2023, 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.

**Recommendation:**

Approve the minutes as written.

**ATTACHMENTS:**

| Description                                                     | Upload Date | Type            |
|-----------------------------------------------------------------|-------------|-----------------|
| Draft Minutes from the 3-27-2023 County Council Regular Meeting | 4/6/2023    | Backup Material |



**Council Members**

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

**County Administrator**

Dennis E. Marstall

**County Attorney**

Ginny L. Merck-Dupont

**Clerk to Council**

Sherrie Simpson

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**March 27, 2023**

**6:00 PM**

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

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

**MINUTES**

Council Members present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Jose Luis, and Billy Mosteller.

Council Members absent: Charlene McGriff.

Staff Members/Others present: Dennis Marstall, County Administrator; John Bodner, Assistant County Administrator; Ginny Merck-Dupont, County Attorney; Donna Greene, Deputy Clerk to Council; Brenda Thompson, Communications and Marketing Director; Allison Hardin, Interim Planning Director; Jeff Catoe, Public Works Director; Scott Edgar, County Engineer; Chris Clouden, Parks & Recreation Director; Paul Moses, Airport Director; Major Matt Shaw, Lancaster Sheriff's Office; Ken Holt, Holt Consulting; David Hooper, Rock Hill-Fort Mill Area Transportation Study; various Department Heads; various elected officials; various staff; the press; and citizens.

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

**Call to Order Regular Meeting - Chairman Steve Harper**

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

**Welcome and Recognition - Chairman Steve Harper**

Chairman Steve Harper welcomed everyone to the meeting.

**Pledge of Allegiance and Invocation - Council Member Terry Graham**

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

### Approval of the Agenda

Allen Blackmon moved to approve the agenda. Seconded by Brian Carnes. Motion to approve the agenda Passed 6-0. Absent: Charlene McGriff

### Special Presentations

Jeff Catoe, Public Works Director, and Mark Shumpert, KCI Technologies, reviewed the County power point presentation on the Solid Waste Study Phase II. They reviewed the current convenience sites, the size and capacity of the sites, and proposed new sites, including a replacement for the Lynwood Drive site. They discussed the Lancaster County Water and Sewer District reservoir property on Kershaw Camden Highway. Jeff Catoe stated the water is handled by South Carolina Department of Natural Resources. Council requested the value of the buildings already on the Water and Sewer District property.

David Hooper, Rock Hill-Fort Mill Area Transportation Study Director, and Bradley Reynolds, Engineer with WSP, USA, reviewed the County power point presentation on the Highway 521 Corridor Study. This update provided widening options and intersection changes being considered and whether to add one lane in each direction in the corridor. Council stated they would like to see more data. Mr. Hooper also discussed the different funding options.

### Citizens Comments

The following citizens signed up for and spoke during Citizens Comments:

1. Darrell Catoe, Lancaster, SC, spoke regarding the nuisance of the Stacks property located at 1062 Garnette Road; and
2. Donnie Sims, Lancaster, SC, did not come forward when his name was called to speak; and
3. Don Blackmon, Lancaster, SC, spoke regarding the nuisance of the Stacks property located at 1062 Garnette Road; and
4. Robin Hayes, Lancaster, SC, spoke regarding the nuisance of the Stacks property located at 1062 Garnette Road; and
5. Devin Waiters, Indian Land, SC, spoke regarding Ordinance 2023-1840 regarding connectivity; and
6. Gwendolyn Brown James, Lancaster, SC, spoke regarding Ordinance 2023-1840 regarding connectivity; and
7. Tasha Brown Dixon; Lancaster, SC, spoke regarding Ordinance 2023-1840 regarding connectivity.

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

### Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **7a.** and **7b.** [which are the same as Item **a.** and **b.** listed below]. Seconded by Terry Graham.

Motion to Approve the Consent Agenda Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff

- a. Approval of Minutes from the March 13, 2023 County Council Regular Meeting
- b. Resolution 1230-R2023 regarding Approval of the Grant Match for Lancaster County Parks and Recreation Department PARD (Parks And Recreation Development Fund) Grant



Resolution Title: A Resolution To Direct County Staff To Take Appropriate Action To Move Forward With The Park And Recreation Development Fund Project Agreement, To Execute Such Other Documents As May Be Necessary And Convenient, And To Take Any Other Action As May Be Needed To Carry Into Effect This Resolution.

### **Non-Consent Agenda**

#### **Resolution 1231-R2023 regarding Project Spider Inducement Resolution**

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Special Source Revenue Credit Agreement With An Entity Identified By The County As Project Spider, Including Any Related Or Affiliated Entities; To Provide The General Terms Of The Special Source Revenue Credit Agreement; And To State The Commitment Of Lancaster County To Place Property Owned or Leased By Project Spider In A Multi-County Industrial Or Business Park.

Brian Carnes moved to approve. Seconded by Terry Graham.

Brian Fulk stated this was an office relocation that has been in business over 40 years and has committed to hire 125 new employees over a five year period. He stated the property was to be placed in a multi-county park. Council and staff discussed the need for clarification over the new hire commitment by the company.

Motion to approve Resolution 1231-R2023 Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff

#### **1st Reading of Ordinance 2023-1842 regarding Authorization of a Special Source Revenue Credit Agreement with Project Spider**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And [An Entity Previously Identified By The County As Project Spider], Including Any Related Or Affiliated Entities, Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

Allen Blackmon moved to approve 1st Reading of Ordinance 2023-1842. Seconded by Billy Mosteller.

Brian Fulk added that the company would like to move the Public Hearing and 3rd Reading to May 22nd. Jose Luis requested clarification on the new hire expected number of 167 versus the committed number of 125. Mr. Fulk stated he would speak with the attorney.

The 1st Reading of Ordinance 2023-1842 Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff

#### **3rd Reading of Ordinance 2023-1840 regarding Amending the Unified Development Ordinance (UDO) regarding Section 6.4.1., Connectivity**

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 6.4.1, Connectivity, To Modify Standards Pertaining To The Maximum Number Of Lots Which Take Access From A Road Where One End Is Permanently Closed On The Effective Date Of This Ordinance - *Planning Department Case Number: UDO-TA-2022-2602.*

Brian Carnes moved to approve 3rd Reading of Ordinance 2023-1840. Seconded by Allen Blackmon.

Allison Hardin reviewed the County power point presentation and recommended passing 3rd reading of the ordinance which would allow Planning and Public Works time to correct some issues with the road hierarchy within the rural areas without creating issues in the Panhandle area.

The 3rd Reading of Ordinance 2023-1840 Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nays: Luis; Absent: McGriff

Allen Blackmon made a motion to instruct staff to proceed with developing a street hierarchy ordinance as soon as possible for Council to vote on. Mr. Blackmon stated this will allow Council to move forward with resolving some issues before the final write of the Unified Development Ordinance. Seconded by Jose Luis. Motion passed 6-0. Absent: McGriff

**1st Reading of Ordinance 2023-1841 regarding Amending the Unified Development Ordinance (UDO) regarding Chapters 2 and 4 related to standards for Medium Density Residential District and Cluster Subdivision Overlay District**

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Chapters 2 And 4: Standards For Medium Density Residential District And Cluster Subdivision Overlay District On The Effective Date Of This Ordinance - *Planning Department Case Number: UDO-TA-2022-2606.*

Terry Graham moved to approve 1st Reading of Ordinance 2023-1841. Seconded by Brian Carnes.

Allison Hardin recommended denying this ordinance so that each chapter could be brought back separately and Council could give clarity on what they would like individually for medium density residential districts and cluster developments.

The 1st Reading of Ordinance 2023-1841 Failed 1-5. Ayes: Graham; Naves: Blackmon, Carnes, Harper, Luis, Mosteller; Absent: McGriff

Brian Carnes made a motion to instruct staff to split the ordinance and bring back to Council as two separate ordinances. Seconded by Billy Mosteller. Jose Luis moved to amend the motion to have the ordinances completed in two months. Seconded by Allen Blackmon. The Motion to Amend Passed 5-1. Ayes: Blackmon, Carnes, Harper, Luis, Mosteller; Naves: Graham; Absent: McGriff. The Motion to split the ordinance into two separate ordinances as Amended Passed 5-1. Ayes: Blackmon, Carnes, Harper, Luis, Mosteller; Naves: Graham; Absent: McGriff

**Discussion and Action Items**

**Approval of Appointment to Animal Shelter Advisory Board**

- Dr. Brent Glenn as the Veterinarian/Veterinary Service Representative on the Animal Shelter Advisory Board to fill a four year year term that will expire on 06/30/2026 (2nd Term)

Brian Carnes moved to approve the reappointment as listed. Seconded by Billy Mosteller. The motion to approve Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Naves: None; Absent: McGriff

**Status of items tabled, recommitted, deferred or held**

- a. POSTPONED UNTIL THE 6/12/2023 COUNCIL MEETING - 2nd Reading of Ordinance 2022-1831 regarding Rezoning Property Located at 4263 Doby's Bridge Road, Indian Land, SC, from Low Density Residential District (LDR) to Institutional District (INS) to Allow Development of a Daycare Facility

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 4.84 Acres (TM# 0013-00-024.00) Located At 4263 Doby's Bridge Road, Indian Land, From Low Density Residential (LDR) District To Institutional (INS) District. - *Planning Department Case Number: RZ-2022-1759. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Public Hearing held at the November 14, 2022 County*



*Council Meeting but 1st Reading deferred until the January 9, 2023 County Council Meeting. Passed 5-2 at the January 9, 2023 County Council Meeting (Opposed Jose Luis and Billy Mosteller). 2nd Reading Postponed until the June 12, 2023 County Council Meeting by a vote of 6-1 (Opposed Jose Luis). - Allison Hardin*

There were no discussions regarding the status of items tabled, recommitted, deferred or held.

#### **Miscellaneous Reports and Correspondence**

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

#### **Executive Session**

Four Items:

- 1. Receipt of legal advice subject to the attorney-client privilege regarding pending or threatened litigation.*
- 2. Receipt of legal advice subject to the attorney-client privilege regarding proposed contractual arrangements for sponsorships and naming rights for the Parks and Recreation Department.*
- 3. Receipt of legal advice subject to the attorney-client privilege regarding a proposed contractual matter regarding the Old Bailes Road project.*
- 4. Receipt of legal advice subject to the attorney-client privilege regarding a proposed contractual matter regarding the Airport.*

Brian Carnes moved to go into Executive Session. Seconded by Jose Luis. Motion Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff. At approximately 8:25 p.m., Council went into Executive Session to discuss the four (4) items listed above.

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 9:38 p.m. Jose Luis moved to come out of Executive Session. Seconded by Billy Mosteller.

#### **Items Requiring a Vote Following Executive Session**

Upon returning to open session, Ginny Merck-Dupont noted, for the record, that during Executive Session, Council discussed four (4) items: receipt of legal advice subject to the attorney-client privilege regarding pending or threatened litigation; receipt of legal advice subject to the attorney-client privilege regarding proposed contractual arrangements for sponsorships and naming rights for the Parks and Recreation Department; receipt of legal advice subject to the attorney-client privilege regarding a proposed contractual matter regarding the Old Bailes Road project; and receipt of legal advice subject to the attorney-client privilege regarding a proposed contractual matter regarding the Airport. She stated no decisions were made in Executive Session and no votes were taken.

Brian Carnes made a motion to approve revised change order #4 for the Old Bailes Road Project in the amount of \$123,472. Seconded by Billy Mosteller. Allen Blackmon amended the motion to add if the contractor will accept the amount and sign the release. The Motion to Amend Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff. The Motion to approve revised change order #4 as Amended Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nays: None; Absent: McGriff

### Adjournment

Brian Carnes moved to adjourn. Seconded by Jose Luis. Motion Passed 6-0. Absent: Charlene McGriff.

There being no further business, the regular meeting of County Council adjourned at approximately 9:41 p.m.

DRAFT

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2023-1842  
Contact Person / Sponsor: Brian Fulk / Economic Development  
Department: Administration  
Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Approve the Second Reading of Ordinance 2023-1842 on April 11, 2023. The client is requesting that the Public Hearing and 3rd Reading then be held for one month, and then hold the public hearing and third reading on May 22 at which time the company's name would be revealed.

*During the first reading, County Council expressed concern with clarity in the number of jobs required by the employer to receive economic development incentives. While the company anticipates hiring approximately 167 positions in Lancaster County, the firm agreement number is 125 jobs.. This will be better articulated in the Ordinance for third reading.*

There was also a Companion Inducement Resolution 1231-R2023 to this Ordinance.

### **Points to Consider:**

Project Spider originates from the underlying company's desire to consolidate its two corporate office locations from North Carolina to Lancaster, South Carolina. Project Spider is a privately owned concern and has been in operation since the 1970's in the Southeastern United States. It operates in the transportation industry.

The Company intends to purchase an office building in the Indian Land area for \$6,000,000 and then upgrade over a five-year investment period by investing another \$900,000.00.

### **Funding and Liability Factors:**

The State of South Carolina is providing a large incentives package for this project, around \$9 million in total incentives over a 10 year period, to include Job Development Credits, Job Tax Credits, and a one-time headquarters tax credit.

The project will be in a multi-county park. Normal ad valorem property taxes will apply, but we are also offering a 30% Special Source Revenue Credit Agreement (SSRC) for the first ten years. The millage rate will vary, and is not fixed.

### **Recommendation:**

To proceed with three readings and conclude with approval of this Economic Development Incentive request.

### **ATTACHMENTS:**

| Description                                                                | Upload Date | Type      |
|----------------------------------------------------------------------------|-------------|-----------|
| Ordinance 2023-1842                                                        | 3/22/2023   | Ordinance |
| Exhibit A to Ordinance 2023-1842 - Special Source Revenue Credit Agreement | 3/22/2023   | Exhibit   |

**STATE OF SOUTH CAROLINA                 )**  
**)**  
**COUNTY OF LANCASTER                 )**

**ORDINANCE NO. 2023-1842**

## AN ORDINANCE

**TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND [AN ENTITY PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT SPIDER], INCLUDING ANY RELATED OR AFFILIATED ENTITIES, PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.**

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

## **Section 1. Findings and Determinations; Purpose.**

A. The Lancaster County Council finds and determines that:

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

2. [PROJECT SPIDER], on its own or together with one or more of their subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the “Company”), desires to invest capital in the County with an expected investment of \$6,900,000 and an expected creation of at least one hundred and sixty seven (167) full-time jobs (the “Project”).

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

## Section 2. Additional Findings.

County Council makes the following additional findings:

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

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

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

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

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

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

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

### **Section 3.      Approval of Special Source Revenue Credit Agreement.**

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

### **Section 4.      Economic Development Fund.**

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

(b) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new FILOT Payments that the County receives with respect to the Project. 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 FILOT Payments (after application of the SSRCs provided under the SSRC Agreement”) received by the County after distribution to other taxing entities in the most recently completed tax year.

### **Section 5.      Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to



effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

**Section 6.**      **Severability.**

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

**Section 7.**      **Controlling Provisions.**

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

**Section 8.**      **Effective Date.**

This ordinance is effective upon third reading.

[Execution page follows]

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Steve Harper, Chair, County Council

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Billy Mosteller, Secretary, County Council

ATTEST:

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Sherrie Simpson, Clerk to Council

|                 |                |             |
|-----------------|----------------|-------------|
| First Reading:  | March 27, 2023 |             |
| Second Reading: | April 11, 2023 | [tentative] |
| Public Hearing: | May 22, 2023   | [tentative] |
| Third Reading:  | May 22, 2023   | [tentative] |

Approved as to form:

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Ginny L. Merck-Dupont, County Attorney

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**Exhibit A to Ordinance No. 2023–1842**

**Special Source Revenue Credit Agreement**

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

[PROJECT SPIDER],

and

[PROJECT SPIDER AFFILIATE]

Dated as of \_\_\_\_\_, 2023

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of \_\_\_\_\_, 2023 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and among LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, \_\_\_\_\_, a \_\_\_\_\_ (the "Company"), and \_\_\_\_\_, a \_\_\_\_\_ (a Project Affiliate, as defined herein).

WITNESSETH:

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

WHEREAS, the Company desires to invest capital in the County with an expected investment of six million nine hundred thousand (\$6,900,000) and an expected creation of one hundred and sixty seven (167) full-time jobs (the "Project"); and

WHEREAS, the County previously placed the Project Site in the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina (the "Master MCP Agreement") pursuant to Lancaster County Ordinance No. 2016-1407 enacted on September 12, 2016 and pursuant to Chesterfield County Resolution No. 2016-11 adopted on September 7, 2016; and

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

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

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

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2023-1842 enacted by the County Council on \_\_\_\_\_, 2023.

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

## ARTICLE I

### DEFINITIONS

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

“*Affiliate*” means any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company, or which now or hereafter is owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to the Company, as described in Sections 267(b) and 707(b) of the Internal Revenue Code.

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

“*Commencement Date*” means the last day of the property tax year during which property is first placed in service at the Project Site.

“*Company*” means \_\_\_\_\_, a \_\_\_\_\_, and its successors and assigns.

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



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

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

“*Full-Time Jobs*” means full-time jobs (*i.e.*, at least thirty (30) hours per week) maintained by Company for the Project, all with health care benefits available. Full-Time Jobs does not include those jobs staffed using a temporary employment agency or staffing agency. Full-Time Jobs shall only include those employees who either: (i) are physically and actually located at the Project during working hours, or (ii) reside in the County if working remotely during working hours.

“*Investment Period*” means the period beginning on the day the Company first acquires property for the Project and ending five years after the Commencement Date, such ending date is expected by the County and the Company to be December 31, 20\_\_.

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

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

“*Minimum Contractual Investment Requirement*” means the commitment of the Company to invest \$6,000,000 in the Project during the Investment and for so long as the Special Source Revenue Credits are scheduled to be provided pursuant to this Agreement. In determining whether the Company has complied with any Minimum Contractual Investment Requirement, the County shall take into account the investment made or maintained, as applicable, by any Project Affiliate and consider same as if such investment made or maintained, as applicable, was that of the Company.

“*Minimum Contractual Jobs Requirement*” means the commitment of the Company to create one hundred and twenty five (125) Full-Time Jobs by the end of the Investment Period and to maintain one hundred and twenty five (125) Full-Time Jobs for so long as the Special Source Revenue Credits are scheduled to be provided pursuant to this Agreement. In determining whether the Company has complied with the Minimum Contractual Jobs Requirement, the County shall take into account the jobs created or maintained, as applicable, by any Project Affiliate and consider same as if such jobs created or maintained, as applicable, were that of the Company.

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

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

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

*“Project Affiliate”* means any individual or entity that participates in the investment in the Project, including, specifically, \_\_\_\_\_ a \_\_\_\_\_.

*“Project Site”* means the land more particularly described in **Exhibit A**, with a physical address of \_\_\_\_\_, and consisting of approximately \_\_\_\_\_ acres.

*“Property Tax Year”* means the annual period ending on December 31 of each year.

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

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

*“State”* means South Carolina.

## ARTICLE II

### REPRESENTATIONS AND COVENANTS

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

**SECTION 2.02. Representations by the Company.** The Company makes the following representations:

(1) The Company is a [\_\_\_\_\_] [\_\_\_\_\_] , duly organized, validly existing, and in good standing, under the laws of \_\_\_\_\_ and is authorized to transact business in South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the respective Company official or officials signing this Agreement to execute and deliver this Agreement. The Company’s fiscal year end is \_\_\_\_\_ and the Company will notify the County of any changes in the fiscal year of the Company.

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

**SECTION 2.03 Covenants by the County.** The County will use its best efforts to maintain the Project Site in the Master MCP Agreement, or if not the Master MCP Agreement, a multi-county park, for the term of this Agreement.

### ARTICLE III

#### FILOT PAYMENTS AND SPECIAL SOURCE REVENUE CREDITS

##### SECTION 3.01. FILOT Payments and Special Source Revenue Credits.

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

(b) To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County agrees to provide, and the Company shall, subject to the provisions of Section 3.02 hereof, receive, Special Source Revenue Credits equal to thirty percent (30%) of the FILOT Payments due with respect to the Company's investments in real and personal property for a period of ten (10) consecutive tax years ("Credit Period"), beginning with the FILOT Payment due from the Company for the first tax year following the Commencement Date, which the County and the Company expect to be tax year 20\_\_ (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 20\_\_) and ending with the FILOT Payment due from the Company for the tenth year following the Commencement Date, which the County and the Company expect to be tax year 20\_\_ (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 20\_\_). To receive in any year the Special Source Revenue Credits provided in this **Section 3.01(b)**, the Company must provide the documentation required by **Section 3.02** below that the Company is in compliance with the Minimum Contractual Investment Requirement and the Minimum Contractual Jobs Requirement.

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

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

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

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

(g) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operation of the Project. For purposes of this **Section 3.01(g)**, "cease operations" means closure of the Project for a period of three hundred sixty five (365) consecutive days. The Company agrees that if this Agreement is terminated pursuant to this **Section 3.01(g)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(h) Notwithstanding any other provision of this Agreement, in the event either the Company fails to comply with the Minimum Contractual Investment Requirement or, (2) the Company fails to comply with the Minimum Contractual Jobs Requirement, the Special Source Revenue Credits applicable to each FILOT Payment provided in **Section 3.01(b)** above shall be terminated on a retroactive and prospective basis, and the Company, and any affiliate who previously received the benefit of any SSRC, shall pay to the County the difference between the FILOT Payments theretofore actually paid after taking into account any SSRC that did apply to such FILOT Payments, and the FILOT Payments which would have been paid in the absence of any SSRC, together with interest on such difference calculated in the manner as provided in Section 12-54-25 of the Code, or any successor Code provision.

(i) If the Company has made a written election to include, as part of the Special Source Improvements, any personal property, and has provided notice to the County of such election, and the Company subsequently removes or disposes of such personal property from the Project during the term of this Agreement and has claimed Special Source Revenue Credits against FILOT Payments based on such personal property, then the Company is required to continue to make FILOT Payments on the removed personal property for the two years immediately following the year in which the Company removes such personal property from the Project. The amount of the FILOT Payments due on the removed personal property is equal to the FILOT Payments due on the personal property for the year in which the Company removes or disposes of the personal property. If the Company replaces such personal property with qualifying replacement property, as contemplated by the MCP Act, then the removed personal property is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the FILOT Payments required in this subsection only if and to the extent that the MCP Act so requires at the time the personal property in question is removed or disposed of.



(j) To the extent a Project Affiliate invests in the Project, the Project Affiliate shall receive the same Special Source Revenue Credit against its FILOT Payments as the Company receives pursuant to **Section 3.01(b)** above and subject to the same conditions and requirements applicable to the Company under this Agreement.

SECTION 3.02. Maintenance of Books and Records; Annual Reports; Examinations and Inspections; Confidential Information. (a) The Company shall maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of the portions of the Project placed in service, the amount of investment with respect thereto, any computations of the FILOT Payments and the Special Source Revenue Credits made by the Company hereunder, the Company's compliance with the Minimum Contractual Investment Requirement, and the Company's compliance with the Minimum Contractual Jobs Requirement. The Company agrees to comply with all reporting requirements of the State and the County applicable to FILOT property under the MCP Act, including without limitation the reports and returns required by Section 12-2-90 of the Code.

(b) A County Official may request and obtain such financial books and records from the Company that supports the respective returns of the Company as may be reasonably necessary to verify the calculations of the FILOT Payments by the Company or the Company's compliance with the Minimum Contractual Investment Requirement and the Company's compliance with the Minimum Contractual Jobs Requirement. For purposes of this Agreement, the term "County Official" includes the County Administrator, County Auditor, County Assessor, County Treasurer, and the County Director of Economic Development.

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

(d) During the term hereof through the end of the Credit Period, the Company shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 20\_\_, the annual investment and jobs information contained in **Exhibit B** attached hereto, which information is required by the County Auditor for a FILOT Payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. If the County incurs expenses in the computation, preparation and verification of the annual FILOT Payment bill, the Company agrees to reimburse the County for those expenses, including, but not limited to, expenses incurred by the County for accountants and similar experts (the "Administrative Expense Reimbursement").

(e) If any of the information, returns, certifications, or other reports set forth in this **Section 3.01** are not timely delivered to the appropriate County officials, in addition to any other remedy available to the County, the County may withhold any Special Source Revenue Credits against the FILOT Payment due for Project property for the applicable Property Tax Year.

Information to be provided to the County Auditor[, Assessor or Treasurer] shall be sent by trackable mail or delivery service to the appropriate County official, addressed as follows:

Lancaster County, South Carolina  
Attn.: County Auditor [Assessor][Treasurer]  
P.O. Box 1809 (29721)  
101 N. Main Street, 2nd Floor (29720)  
Lancaster, South Carolina 29721

[Information to be provided to the County Director of Economic Development shall be sent by trackable mail or delivery service and addressed as follows:

Lancaster County, South Carolina  
Attn.: Economic Development Director  
P.O. Box 1809 (29721)  
1033 W. Meeting Street (29720)  
Lancaster, South Carolina 29721]

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

#### ARTICLE IV

##### TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

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



## ARTICLE V

### DEFAULTS AND REMEDIES

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

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

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

(2) bring suit upon this Agreement;

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

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

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

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

## ARTICLE VI

### MISCELLANEOUS

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

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

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

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

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

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

(a) As to the County:

Lancaster County  
Attn.: County Administrator  
P.O. Box 1809 (29721)  
101 N. Main Street, 2<sup>nd</sup> Floor (29720)  
Lancaster, South Carolina

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

Economic Development Director, Lancaster County  
P.O. Box 1809 (29721)  
1033 W. Meeting Street (29720)  
Lancaster, South Carolina 29721

(b) As to [PROJECT SPIDER]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

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

Madison Felder  
Parker Poe Adams & Bernstein LLP  
110 East Court Street, Suite 200  
Greenville, South Carolina 29601

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

**SECTION 6.07. Administrative Fees.** The Company shall reimburse, or cause reimbursement of, the County for reasonable expenses, including, reasonable attorneys' fees, related to review and approval of this Agreement, and any other documents related to this Agreement, and also for its administrative expenses (not to exceed \$1,000 per year) associated with the annual computation of the Special Source Revenue Credits.

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

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

SECTION 6.10. Construction of Agreement. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

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

SECTION 6.12. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. This 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 Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

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

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

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

SECTION 6.16. Chamber Memberships. Company agrees to maintain a membership in the Lancaster County Chamber of Commerce and the Indian Land Chamber of Commerce for those years in which the SSRC, as defined in **Section 3.01(b)** above, is applied.

—E—

[Signature pages follow]

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

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_, Chair, County Council

\_\_\_\_\_, Secretary, County Council

[SEAL]

Attest:

\_\_\_\_\_, Clerk to Council,  
Lancaster County, South Carolina

COMPANY SIGNATURE FOLLOWS ON NEXT PAGE.



IN WITNESS WHEREOF, [PROJECT SPIDER] and [Project Spider Affiliate] have each caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

[PROJECT SPIDER]

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[PROJECT SPIDER AFFILIATE]

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**EXHIBIT B**

**ANNUAL INVESTMENT AND JOBS CERTIFICATION**

To be Filed Annually, by May 31<sup>st</sup>, with:

Lancaster County, South Carolina  
Attn.: County Auditor  
P.O. Box 1809 (29721)  
101 N. Main Street, 2nd Floor (29720)  
Lancaster, South Carolina 29721

Lancaster County, South Carolina  
Attn.: Economic Development Director  
P.O. Box 1809 (29721)  
1033 W. Meeting Street (29720)  
Lancaster, South Carolina 29721

I \_\_\_\_\_, the \_\_\_\_\_ of [PROJECT SPIDER] (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 2023 (the "Agreement") between Lancaster County, South Carolina and \_\_\_\_\_ (the "Company"), as follows:

(1) As of December 31, 20\_\_, the total amount of Special Source Revenue Credits received by the Company and any Project Affiliates is as follows:

|                                                               |          |
|---------------------------------------------------------------|----------|
| Special Source Revenue Credits received by the Company        | \$ _____ |
| +                                                             |          |
| Special Source Revenue Credits received by Project Affiliates | \$ _____ |
| =                                                             |          |
| Total Special Source Revenue Credits received                 | \$ _____ |

(2) As of December 31, 20\_\_, the total amount of investment in Costs of Special Source Improvements by the Company and any Project Affiliates is not less than \$\_\_\_\_\_.

(3) As of December 31, 20\_\_, the capital investment in the Project made and maintained by the Company and any Project Affiliates since the Commencement Date is not less than \$\_\_\_\_\_.

(4) As of December 31, 20\_\_\_\_, the total number of Full-Time Jobs created and maintained by the Company and any Project Affiliates since the Commencement Date at the Project site is \_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[PROJECT SPIDER]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Agenda Item Summary

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Ordinance # / Resolution #: Resolution 1233-R2023

Contact Person / Sponsor: Dennis Marstall / Administration and Ginny Merck-Dupont / County Attorney

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Approve the five national opioid settlements with defendants Teva, Allergan, CVS, Walgreens, and Walmart and Authorize the County Administrator to execute all agreements to participate in the five national opioid settlements.

### **Points to Consider:**

This is the third round of national settlements that South Carolina and participating counties have entered into with the makers or retailers and distributors of opioid products.

The State of South Carolina and its local governments have been harmed by an epidemic of opioid use and abuse, which has been caused by the conduct of various entities and individuals in the opioid supply chain.

The State and its political subdivisions share a common desire to abate and alleviate the impact of the opioid epidemic throughout the State of South Carolina.

Through the efforts of the South Carolina Attorney General, the State and its political subdivision will receive benefits of the opioid-related settlements.

While funds are allocated to each County, all counties will have to submit proposals for funding to the SC Opioid Recovery Fund Board, created by the Governor and State Legislature.

The use of funds have to be geared towards approved abatement strategies including purchase of drugs to reverse opioid overdoses, prevention strategies, treat people in treatment and recovery, address the needs of criminal-justice involved people, training and research, and serving the needs of first responders regarding practices and precautions when dealing with fentanyl or other drugs, among many abatement strategies.

### **Funding and Liability Factors:**

The State of South Carolina is expected to receive more than \$393 million from this collective settlement through 2038.

Lancaster County is expected to receive \$5,811,178.15 from the State settlement funds that will be available on a limited basis over the 15-year settlement period through 2038.

### **Recommendation:**

Approve joining the national settlement with five national opioid settlements.

### **ATTACHMENTS:**

| Description                       | Upload Date | Type       |
|-----------------------------------|-------------|------------|
| Resolution 1233-R2023             | 4/4/2023    | Resolution |
| 2023 Amended Allocation Agreement | 4/4/2023    | Agreement  |

STATE OF SOUTH CAROLINA

)

RESOLUTION NO. 1233-R2023

)

COUNTY OF LANCASTER

)

**A RESOLUTION**

**A RESOLUTION TO APPROVE THE FIVE NATIONAL OPIOID SETTLEMENTS WITH DEFENDANTS TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART AND THE SOUTH CAROLINA OPIOID SETTLEMENT ALLOCATION AGREEMENT AS AMENDED.**

**WHEREAS**, five national settlements have been reached in the opioid litigation with Teva, Allergan, CVS, Walgreens, and Walmart (the “New National Opioid Settlements”);

**WHEREAS**, the South Carolina Opioid Settlement Allocation Agreement as Amended provides for an allocation of settlement funds that alters the default allocation under the New National Opioid Settlements;

**WHEREAS**, the County will receive direct payments for opioid-remediation efforts as a result of the New National Opioid Settlements and the South Carolina Opioid Settlement Allocation Agreement as Amended;

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

1. Upon receiving and reviewing information, advice, and the recommendation of litigation counsel, Lancaster County accepts and approves the New National Opioid Settlements and the South Carolina Opioid Settlement Allocation Agreement as Amended, which provides for an intra-state division of funds obtained in South Carolina as a result of such settlements.
2. The County Council further directs County Administrator, Dennis Marstall to execute any and all documents necessary for the County participate in the New National Opioid Settlements.
3. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.
4. This Resolution takes effect upon its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

[SEAL]

\_\_\_\_\_  
Steve Harper, Chair, County Council

---

Billy Mosteller, Secretary, County Council

Attest:

---

Sherrie Simpson, Clerk to Council

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Resolution No. 1233-R2023

Page 2 of 2



## **SOUTH CAROLINA OPIOID SETTLEMENT ALLOCATION AGREEMENT**

WHEREAS, the people of the State of South Carolina and its local governments and communities have been harmed by an epidemic of opioid use and abuse, which has been caused by the conduct of various entities and individuals in the opioid supply chain in their efforts to market, promote, sell, distribute, dispense, and/or supply opioid products;

WHEREAS, the State of South Carolina, through its Attorney General, Alan Wilson, and Political Subdivisions within the State of South Carolina, through their elected representatives, officials, and counsel, are separately engaged in litigation against a number of entities and individuals in the opioid supply chain, seeking to hold them accountable for the damage they have caused and will continue to cause within the State of South Carolina;

WHEREAS, the State of South Carolina, through its Attorney General, and the Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic throughout the State of South Carolina;

WHEREAS, because of the efforts of the State of South Carolina, through its Attorney General, and the Litigating Political Subdivisions in bringing litigation, the State and its Political Subdivisions will receive the benefits of the opioid-related settlements contemplated herein; now,

THEREFORE, the State of South Carolina and its Political Subdivisions, subject to executing formal documents effectuating the Parties' agreements, enter into this South Carolina Opioid Settlement Allocation Agreement ("Agreement"), which relates to the allocation and use of any proceeds of the Opioid-Related Settlements described herein.

### **I. Definitions**

As used in this Agreement, the following definitions shall apply:

1. "Administrative Subfund" shall mean that portion of the South Carolina Opioid Recovery Fund from which the South Carolina Opioid Recovery Fund Board and the State Fiscal Accountability Authority may pay for costs associated with administering the South Carolina Opioid Recovery Fund.
2. "Agreement" shall mean this South Carolina Opioid Settlement Allocation Agreement and all exhibits attached hereto.
3. "Approved Abatement Strategy(ies)" shall mean those uses identified in **Exhibit C** hereto.
4. "The Board" or the "South Carolina Opioid Recovery Fund Board" shall mean the entity that has the purpose of administering and distributing the South Carolina Opioid Recovery Fund and shall have the composition and responsibilities as set forth in **Exhibit A** hereto.
5. "The Court" or the "*In re South Carolina Opioid Litigation Court*" means the Court assigned by the South Carolina Supreme Court to dispose of all matters arising out of the opioid litigation currently pending and to be filed in the South Carolina state court system by the Attorney General and/or any Political Subdivisions.

6. “Discretionary Subfund” shall mean that portion of the South Carolina Opioid Recovery Fund from which the Board will allocate amounts on a discretionary basis as set forth in **Exhibit A** hereto.
7. “Guaranteed Political Subdivision Subfund” shall mean that portion of the South Carolina Opioid Recovery Fund from which the Board will direct payments as requested by the Political Subdivisions for Approved Abatement Strategies as set forth in **Exhibit A** hereto.
8. “Litigating Political Subdivision” means a Political Subdivision that filed suit in federal court or the state courts of the State of South Carolina prior to the Execution Date of this Agreement.
9. “National Fund” shall mean any nationwide fund(s) established for the payment of opioid attorney’s fees and costs as part of any Opioid-Related Settlements and in which counsel for the State of South Carolina or the South Carolina Political Subdivisions are eligible to participate.
10. “Opioid-Related Settlement(s)” shall mean the negotiated resolution of legal or equitable claims involving the manufacture, marketing, promotion, distribution, dispensing, or supply of an opioid product against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions as plaintiffs or claimants.
11. “Opioid Funds” and “Opioid Settlement Funds” shall mean any monetary amount(s) obtained in the State of South Carolina through any Opioid-Related Settlement(s) as defined in this Agreement. For the avoidance of doubt, this term does not include the “Additional Restitution Amount” or “Additional Remediation Amount” paid to the State of South Carolina by a Pharmaceutical Supply Chain Participant in lieu of attorneys’ fees.
12. “The Parties” shall mean the State of South Carolina and the Political Subdivisions.
13. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or supplied.
14. “Pharmaceutical Supply Chain Participant” shall mean Purdue Pharma, L.P.; Purdue Pharma, Inc.; the Purdue Frederick Company; McKesson Corporation; Cardinal Health, Inc.; AmerisourceBergen Drug Corporation; Johnson & Johnson; Ortho-McNeil-Janssen Pharmaceuticals, Inc., n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceuticals, Inc.; Mallinckrodt plc; Mallinckrodt LLC; SpecGX LLC; Teva Pharmaceuticals Ltd.; Teva Pharmaceuticals USA, Inc.; Actavis LLC (f/k/a Actavis Inc.); Actavis Pharma, Inc. (f/k/a Watson Pharma, inc.); Warner Chilcott Company LLC; Watson Laboratories, Inc; Anda Inc; Allergan Finance, LLC (f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.); Allergan Limited (f/k/a Allergan plc f/k/a Actavis plc); AbbVie Inc.; CVS Health Corporation; CVS Pharmacy, Inc.; Walgreen Co.; and/or Walmart Inc.
15. “The Plaintiffs’ Liaison Committee” shall mean the Plaintiffs’ Liaison Committee established by the *In re South Carolina Opioid Litigation* Court.

16. “Political Subdivision(s)” or “Subdivisions” shall mean any South Carolina county or municipality that participates in one or more Opioid-Related Settlements.
17. “SFAA” shall mean the State Fiscal Accountability Authority, the state agency under which the South Carolina Opioid Recovery Fund Board will be organized and operate.
18. “South Carolina Opioid Cost Fund” shall mean a fund for the reimbursement of costs incurred by counsel for Litigating Political Subdivisions and the State related to litigation against a Pharmaceutical Supply Chain Participant. The South Carolina Opioid Cost Fund shall be funded pursuant to the terms of this Agreement.
19. “South Carolina Opioid Fee Fund” shall mean a fund for the monetary amounts allocated for the fair compensation of all counsel for Litigating Political Subdivisions and certain counsel for the State. The South Carolina Opioid Fee Fund shall be funded pursuant to the terms of this Agreement.
20. “South Carolina Opioid Recovery Fund” shall mean those settlement proceeds that shall be allocated and distributed by the Board pursuant to the terms of this Agreement.
21. “The State” shall mean the State of South Carolina acting through its Attorney General.

## **II. Allocation of Opioid Settlement Funds**

1. This Agreement is a State-Subdivision Agreement for purposes of any Opioid-Related Settlements. The Parties recognize that the terms of Opioid-Related Settlements contain default intra-state allocation provisions, and this Agreement is expressly intended to supersede any default allocation set forth in any Opioid-Related Settlements.
2. All Opioid Settlement Funds shall be divided pursuant to the terms of this Agreement and its Exhibits.
3. All Opioid Settlement Funds shall initially be paid directly to the Office of the South Carolina State Treasurer (“Treasurer”), which shall thereafter immediately disburse the Opioid Settlement Funds as set further set forth in Paragraph II.4, below.
4. The Treasurer shall disburse all Opioid Settlement Funds, in the following manner:
  - a. To the South Carolina Opioid Recovery Fund to be administered by the Board pursuant to the terms of this Agreement, in the following manner:
    - i. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2021 and 2022, eighty-two percent (82%);
    - ii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2023 through 2029, eighty-seven point eight nine percent (87.89%); and
    - iii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2030 or thereafter, one hundred percent (100%).

- b. To the South Carolina Opioid Fee Fund for the payment of attorney's fees and unreimbursed expenses of outside counsel for the State and the Political Subdivisions, to be administered as set forth in Section III, in the following manner:
  - i. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2021 and 2022 , eighteen percent (18%);
  - ii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2023, eight point eight zero nine three four eight eight three percent (8.80934883%);
  - iii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2024, ten point eight zero six seven nine three one four percent (10.80679314%);
  - iv. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2025, ten point one four four five zero one one six percent (10.14450116%);
  - v. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2026, ten point two six eight five six six two eight percent (10.26856628%);
  - vi. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2027, ten point seven nine eight one four nine six eight percent (10.79814968%);
  - vii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2028 and 2029, twelve point one one percent (12.11%); and
  - viii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2030 or thereafter, zero percent (0%).
- c. To the South Carolina Opioid Cost Fund for the additional payment of unreimbursed expenses of outside counsel for the State and the Political Subdivisions, to be administered as set forth in Section III, in the following manner:
  - i. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2021 and 2022, zero percent (0%);
  - ii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2023, three point three zero zero six five one one seven percent (3.30065117%);
  - iii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2024, one point three zero three two zero six eight six percent (1.30320686%);

- iv. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2025, one point nine six five four nine eight eight four percent (1.96549884%);
  - v. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2026, one point eight four one four three three seven two percent (1.84143372%);
  - vi. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2027, one point three one one eight five zero three two percent (1.31185032%); and
  - vii. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2028 or thereafter, zero percent (0%).
- d. In the event that the South Carolina Opioid Fee Fund or the South Carolina Opioid Cost Fund cannot be funded fully without violating a court order or settlement agreement involving a Pharmaceutical Supply Chain Participant, the South Carolina Opioid Fee Fund and the South Carolina Opioid Cost Fund shall be funded to the maximum amount permissible.
  - e. No funds shall be disbursed to the South Carolina Opioid Cost Fund unless all participation incentives by litigating and eligible non-litigating Political Subdivisions have been achieved in each Opioid-Related Settlement.
5. The South Carolina Opioid Recovery Fund shall be divided into the Guaranteed Political Subdivision Subfund and the Discretionary Subfund, and the Board shall transfer funds into each in the following manner:
- a. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2021 and 2022, eighty-three point three percent (83.3%) to the Guaranteed Political Subdivision Subfund, fourteen point seven percent (14.7%) to the Discretionary Subfund, and two percent (2%) to the Administrative Subfund;
  - b. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2023 through 2025, seventy-nine percent (79%) to the Guaranteed Political Subdivision Subfund, nineteen percent (19%) to the Discretionary Subfund, and two percent (2%) to the Administrative Subfund;
  - c. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2026 through 2029, seventy-eight percent (78%) to the Guaranteed Political Subdivision Subfund, twenty percent (20%) to the Discretionary Subfund, and two percent (2%) to the Administrative Subfund; and
  - d. For Opioid Settlement Funds paid by a Pharmaceutical Supply Chain Participant in 2030 or thereafter, forty-nine percent (49%) to the Guaranteed Political Subdivision

Subfund, forty-nine percent (49%) to the Discretionary Subfund, and two percent (2%) to the Administrative Subfund.

6. Funds obtained by the State or a Political Subdivision via grant, bequest, gift, or the like, separate and distinct from the Litigation, may be directed by the State or the Political Subdivisions to the South Carolina Opioid Recovery Fund and disbursed as set forth in this Agreement, but neither the State nor the Political Subdivision receiving any such funds is under any obligation to do so.
7. Nothing in this Agreement is intended to alter or change any Political Subdivision's rights to pursue its own claim, other than claims released as part of the settlements contemplated herein. Rather, the intent of this Agreement is to reflect the Parties' agreement on allocation with respect to any settlement involving the Parties and the Pharmaceutical Supply Chain Participants defined herein.
8. The State of South Carolina directs that the "Additional Restitution Amount" and "Additional Remediation Amount" paid to the State by a Pharmaceutical Supply Chain Participant in lieu of attorneys' fees shall be distributed as follows:
  - a. Eighty percent (80%) to the Discretionary Subfund; and
  - b. Twenty percent (20%) to the Guaranteed Political Subdivision Subfund for the sole and exclusive use of the Kershaw County Hospital Board d/b/a The Health Services District of Kershaw County, and otherwise subject to the same terms as other funds in the Guaranteed Political Subdivision Subfund.
9. All interest earned by any Opioid Settlement Funds shall be deposited into the South Carolina Opioid Recovery Fund by the Treasurer and transferred by the Board into the Discretionary Subfund.

### **III. Payment of Counsel and Litigation Expenses**

1. The Parties recognize that the Opioid-Related Settlements contemplated in this Agreement will result in the establishment of one or more National Funds for attorney's fees and costs and the availability of these funds substantially increases the amount of Opioid Settlement Funds available for Approved Abatement Strategies in South Carolina.
2. Therefore, in order to maximize the Opioid Settlement Funds available for Approved Abatement Strategies, and in lieu of enforcing their fee agreements as to any Opioid-Related Settlement, counsel for the Litigating Political Subdivisions and the State agree to accept fees as set forth herein.
3. The Parties agree that all attorney's fees and costs owed by the Litigating Political Subdivisions and the State to their counsel as a result of the Opioid-Related Settlements shall be paid only out of any National Fund, the South Carolina Opioid Fee Fund, and the South Carolina Opioid Cost Fund, as provided herein.



4. Counsel for the Litigating Political Subdivisions and the State shall first seek attorney's fees and costs from all National Funds at the earliest possible opportunity. This provision does not require counsel for the Litigating Political Subdivisions to apply to any National Common Benefit Fee Funds. Any award of attorney's fees and costs from a National Fund to counsel for the Litigating Political Subdivisions or the State shall be separate from the South Carolina Opioid Fee Fund and the South Carolina Opioid Cost Fund.
5. In no event shall total attorney's fees paid to counsel for the Litigating Political Subdivisions and the State from Opioid Settlement Funds, exclusive of funds received from any National Fund, exceed eight percent (8%) of the Opioid Settlement Funds.
  - a. In no event shall attorney's fees paid to counsel for the Litigating Political Subdivisions from Opioid Settlement Funds, exclusive of funds received from any National Fund, exceed five and fifteen hundredths percent (5.15%) of the Opioid Settlement Funds.
  - b. In no event shall attorney's fees paid to counsel for the State from Opioid Settlement Funds, exclusive of funds received from any National Fund, exceed two and eighty-five hundredths percent (2.85%) of the Opioid Settlement Funds.
6. Funds in the South Carolina Opioid Fee Fund shall be distributed to and among counsel for the State pursuant to a future written agreement by eligible counsel in accordance with subparagraph (i) below. Funds in the South Carolina Opioid Fee Fund shall be distributed to and among counsel for the Litigating Political Subdivisions in accordance with subparagraphs (k), (l), and (m) below. These funds shall be divided between counsel for the Litigating Political Subdivisions and counsel for the State as follows:
  - a. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2021, thirty-five percent (35%) to counsel for the State and sixty-five percent (65%) to counsel for the Litigating Political Subdivisions;
  - b. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2022, thirty-five point zero eight zero six nine nine four percent (35.0806994%) to counsel for the State and sixty-four point nine one nine three zero zero six percent (64.9193006%) to counsel for the Litigating Political Subdivisions;
  - c. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2023, ten point six four six zero six three percent (10.646063%) to counsel for the State and eighty-nine point three five three nine three seven percent (89.353937%) to counsel for the Litigating Political Subdivisions;
  - d. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2024, twenty-eight point two eight two one four seven percent (28.282147%) to counsel for the State and seventy-one point seven one seven eight five three percent (71.717853%) to counsel for the Litigating Political Subdivisions;
  - e. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2025, twenty-three point five nine nine nine eight nine percent

- (23.599989%) to counsel for the State and seventy-six point four zero zero zero one one percent (76.400011%) to counsel for the Litigating Political Subdivisions;
- f. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2026, twenty-four point five two three zero five six three percent (24.5230563%) to counsel for the State and seventy-five point four seven six nine four three seven percent (75.4769437%) to counsel for the Litigating Political Subdivisions;
  - g. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2027, twenty-eight point two two four seven four percent (28.22474%) to counsel for the State and seventy-one point seven seven five two six percent (71.77526%) to counsel for the Litigating Political Subdivisions; and
  - h. For funds in the South Carolina Opioid Fee Fund paid by a Pharmaceutical Supply Chain Participant in 2028 and 2029, thirty-six percent (36%) to counsel for the State and sixty-four percent (64%) to counsel for the Litigating Political Subdivisions.
  - i. Counsel for the State shall jointly submit a written fee split arrangement to the Attorney General for approval prior to receiving any funds.
  - j. Counsel for the State shall only be entitled to attorneys' fees and costs on funds paid by a Pharmaceutical Supply Chain Participant where such counsel was formally retained by the State through a Litigation Retention Agreement. Any funds in the South Carolina Opioid Fee Fund which are not required for the payment of counsel for the State shall be transferred to the Discretionary Subfund.
  - k. Attorney's fees payable to counsel for the Litigating Political Subdivisions with respect to Opioid Settlement Funds received from the Opioid-Related Settlements with McKesson Corporation; Cardinal Health, Inc.; AmerisourceBergen Drug Corporation; Johnson & Johnson; Ortho-McNeil-Janssen Pharmaceuticals, Inc., n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc.; and Janssen Pharmaceuticals, Inc. shall be distributed to counsel in accordance with the Order Approving Attorney's Fees and a Common Benefit Award entered by the *In re South Carolina Opioid Litigation* Court on January 9, 2023.
  - l. Attorney's fees payable to counsel for the Litigating Political Subdivisions other than the attorney's fees described in subsection (k) above shall be distributed to counsel in accordance with their respective clients' percentage of the total recovery from the Guaranteed Political Subdivision Subfund, as set forth in **Exhibit B**, and further divided based on the percentages set forth in the respective special counsel agreements for each Litigating Political Subdivision. For purposes of calculating fees under this subsection (l), Kershaw Health's percentage is 0.1978461279%.
  - m. Any attorney's fees remaining in the portion of the South Carolina Opioid Fee Fund that is allocated to counsel for the Litigating Political Subdivisions after distributions set forth in subsection (l) above shall be available upon application to the *In re South Carolina Opioid Litigation* Court to counsel for the Litigating Political Subdivisions

whose efforts helped effectuate results for the common benefit of all Litigating and Non-Litigating Political Subdivisions, who represented a bellwether plaintiff, and/or who served in a leadership role in the *In re South Carolina Opioid Litigation*.

- n. To the extent there is an Order imposing a common benefit assessment over Opioid Related Settlements as defined herein against Litigating Political Subdivisions involved in the federal opioid MDL, Counsel for those Litigating Political Subdivisions involved in the federal opioid MDL must ensure that their client's share of those obligations are satisfied as a condition to participation in the South Carolina Opioid Fee Fund. Nothing in this provision shall be interpreted as holding any Litigating Political Subdivision or their counsel liable for any common benefit assessments owed by any other Litigating Political Subdivision or their counsel.
  - o. The *In re South Carolina Opioid Litigation* Court shall issue a final order approving the allocation of attorney's fees and retain jurisdiction in the event of any fee disputes.
7. Funds in the South Carolina Opioid Cost Fund shall be administered by the South Carolina Attorney General's Office. Attorneys representing the State or the Litigating Political Subdivisions may submit applications to the Attorney General's Office for payments from this Fund for unreimbursed costs incurred through representation of the State or a Litigating Political Subdivision in a matter involving a Pharmaceutical Supply Chain Participant.
- a. Prior to submitting an application for funds to reimburse eligible costs, the requesting attorney must make all reasonable efforts to obtain reimbursement for these costs from all National Funds.
  - b. When submitting an application, the requesting attorney shall include copies of all requests made to each National Fund for these costs along with the response from each National Fund. The requesting attorney shall also include documentation detailing the costs incurred in a spreadsheet format. If requested by the Attorney General's Office, the requesting attorney shall also provide copies of invoices and receipts.
  - c. In order to expedite the processing of applications for cost reimbursement, requesting attorneys may submit applications for pre-approval of costs relating to storage, hosting, and related services of electronic records. The applications for pre-approval may be made at any time, including prior to or pending any submission(s) for costs to one or more of the National Funds. The Attorney General's Office will review all pre-approval applications, will determine which costs are reimbursable, and will inform the requesting attorney in writing which costs are pre-approved as reimbursable. All pre-approved costs which are not subsequently reimbursed from another source, including one or more of the National Funds, will be reimbursed from the South Carolina Opioid Cost Fund.
  - d. The Attorney General's Office will review all applications for cost reimbursement to determine whether the costs requested are reasonable, appropriate, and not already reimbursed from another source. If the Attorney General's Office denies an application

on the basis that the requesting attorney has not attempted to seek reimbursement from one or more National Funds, the requesting attorney may resubmit the application after making such an attempt. If an application is denied based on incomplete documentation or material, the application may be resubmitted with further documentation and supporting material. All decisions made by the Attorney General's Office are final and may not be appealed to the *In re South Carolina Opioid Litigation* Court.

- e. After December 31, 2030, any funds remaining in the South Carolina Opioid Cost Fund shall be transferred to the Discretionary Subfund. On or before December 31, 2027, any attorney that may seek to apply to the South Carolina Opioid Cost Fund shall submit a written report to the Attorney General's Office setting forth all costs not yet reimbursed and a summary of completed and pending applications to any National Fund. Supplemental reports must be provided on or before December 31, 2028, and December 31, 2029. The Attorney General's Office may transfer some or all of these funds earlier if it determines that some or all of the funds will not be needed to reimburse costs.
- f. Only costs incurred prior to November 14, 2022 are eligible for reimbursement from the South Carolina Opioid Cost Fund.
- g. In no event will money from the South Carolina Opioid Cost Fund be sought or used to pay attorneys' fees.

#### **IV. The South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Fund Board**

- 1. The South Carolina Opioid Recovery Fund and the South Carolina Opioid Recovery Fund Board are described in detail in **Exhibit A** hereto, incorporated herein by reference.

#### **V. Settlement**

- 1. Any Opioid-Related Settlement shall be subject to the approval and jurisdiction of the *In re South Carolina Opioid Litigation* Court.

#### **VI. Amendments**

- 1. The Parties agree to make such amendments as are necessary to implement the intent of this agreement.

#### **VII. Other Terms**

- 1. *Further Approval.* This Agreement is subject to further approval by the *In re South Carolina Opioid Litigation* Court.
- 2. *Severability.* The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

3. *Jurisdiction.* This Agreement is subject to and shall be governed by and interpreted in accordance with the laws of the State of South Carolina. The *In re South Carolina Opioid Litigation* Court shall have continuing jurisdiction to enforce the provisions of this Agreement.
4. *No Construction Against Drafter.* No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by reason of such party having drafted such provision.
5. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. Delivery of any executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering the original.

## EXHIBIT A

### SOUTH CAROLINA OPIOID RECOVERY FUND

As part of the South Carolina Opioid Settlement Allocation Agreement and upon its execution, the Parties, by and through the *In re South Carolina Opioid Litigation Court*, and in contemplated enabling legislation which supports the terms of this Agreement, will form the South Carolina Opioid Recovery Fund Board to manage and disburse the South Carolina Opioid Recovery Fund as set forth in this Agreement for Approved Abatement Strategies.

#### I. Structure

The Board will be formed when the *In re South Carolina Opioid Litigation Court* enters an order approving this Agreement, and appropriate enabling legislation authorizing the Board under South Carolina law and approving its disbursement of the Opioid Funds pursuant to the terms of this Agreement is signed by the Governor. Such enabling legislation shall not contradict or otherwise be inconsistent with the terms of this Agreement, any Opioid-Related Settlement, or any applicable court order.

##### A. Membership

The Board shall be comprised of the following nine (9) members, who shall be appointed as follows:

- One member, who shall serve as Chair of the Board, shall be appointed by the Governor;
- One member will be appointed by the President of the Senate;
- One member will be appointed by the Speaker of the House;
- Three members shall be appointed by the Governor, one by the Speaker of the House, and one by the President of the Senate from a list provided by the South Carolina Association of Counties, with at least one member from each of the South Carolina Public Health Regions as defined by the South Carolina Department of Health and Environmental Control;<sup>1</sup> and
- One member shall be appointed by the Governor from a list provided by the Municipal Association of South Carolina.

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<sup>1</sup> Those regions are the **Upstate** (consisting of Oconee, Pickens, Anderson, Greenville, Spartanburg, Cherokee, Union, Laurens, Abbeville, Greenwood, and McCormick counties); the **Midlands** (consisting of York, Chester, Lancaster, Fairfield, Kershaw, Newberry, Saluda, Lexington, Richland, Edgefield, and Aiken counties); the **Pee Dee** (consisting of Chesterfield, Marlboro, Lee, Darlington, Dillon, Florence, Marion, Sumter, Clarendon, Williamsburg, Georgetown, and Horry counties), and the **Low Country** (consisting of Calhoun, Orangeburg, Barnwell, Bamberg, Allendale, Hampton, Colleton, Dorchester, Berkeley, Charleston, Jasper, and Beaufort counties).

The members appointed by the Association of Counties and the Municipal Association of South Carolina shall name one of their members to serve as Vice-Chair of the Board.

*1. Qualifications of Members.*

All members of the Board shall be academic, medical, licensed health, or other professionals with significant experience in opioid intervention, treatment, or prevention. In addition, best efforts will be made to identify and appoint one or more Board members who can represent the interests of the victims of opioid overuse or misuse and their families.

*2. Appointment of Initial Members*

The Board's initial members must be appointed within sixty (60) days of the date the order is entered, unless otherwise specified by legislation.

*3. Legal Counsel for the Board.*

The Attorney General shall appoint an attorney from the Attorney General's Office to serve as legal counsel to the Board. The attorney shall not have any voting rights, but he or she will provide legal advice to the Board upon request and shall otherwise ensure that the Board appropriately follows the provisions of this Agreement, the Opioid-Related Settlements, and all applicable laws and court orders.

*4. Conflicts of Interest*

Board members must disclose to the Board, refrain from participating in discussions, and recuse themselves from voting on any matter before the Board if the member has a conflict of interest. A conflict of interest means a financial association that has the potential to bias or have the appearance of biasing a Board member's decision related to the grant decision process or other Board activities.

**B. Terms**

All members of the Board will be appointed to serve staggered four-year terms, with the terms of members commencing on April 1 and expiring on March 31 of the relevant years. For the first term, four (4) of the members appointed by the counties, as well as the Chair of the Board appointed by the Governor, will serve six-year terms. A vacancy on the Board shall be filled for the unexpired term in the same manner as the original appointment.

**C. Governance**

*1. Administration*

The Board is an independent, quasi-governmental agency responsible for the statewide distribution of the South Carolina Opioid Recovery Fund. The Board is exempt from the the S.C. Consolidated Procurement Code, S.C. Code Ann. § 11-35-10 et seq.

*2. Transparency*



The Board will abide by state laws relating to open meetings and public information, including Title 30, Chapter 4 of the South Carolina Code (the Freedom of Information Act).

- a. The Board shall hold at least four regular meetings each year. The Board may hold additional meetings on the request of the Chair or on the written request of five other members of the Board. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- b. The Board may convene in a closed, non-public meeting pursuant to section 30-4-70 of the South Carolina Code. All minutes and documents of a closed meeting shall remain under seal, subject to release only upon order of a court of competent jurisdiction.

### 3. *Authority*

The Board has general rulemaking authority to establish its governing regulations and bylaws. However, the terms of this Agreement, enabling legislation, any order by the *In re South Carolina Opioid Litigation* Court, and the terms of any Opioid-Related Settlement control the authority of the Board, and the Board may not stray outside the bounds of the authority and power vested by such terms. The Board may seek amendments and modifications to this Agreement and to applicable laws and court orders as needed to carry out its responsibilities, but the Board may not seek to modify the allocations provided for in this Agreement, including the amounts paid into the Guaranteed Political Subdivision Subfund, the Discretionary Subfund, and the Administrative Subfund. Additionally, the Board may not seek to modify the allocations provided for in **Exhibit B** to this Agreement.

#### D. Operation and Expenses

The Board and SFAA shall establish one or more accounts for the management of the South Carolina Opioid Recovery Fund, the Guaranteed Political Subdivision Subfund, the Discretionary Subfund, and the Administrative Subfund. Upon written request, the South Carolina Treasurer will disburse money into each of these accounts as directed by the Board, so long as such disbursement does not contradict the terms of this Agreement.

The Board and SFAA may use the Administrative Subfund for costs and expenses associated with their administration of the South Carolina Opioid Recovery Fund. These costs and expenses include educational activities, staff and equipment costs, as well as costs associated with developing a grant application process, transferring funds to grant recipients, reviewing grant submissions, publishing information to the public, and reporting as required under the Opioid-Related Settlements. This amount may also be used to reimburse Board members for reasonable costs and expenses associated with travel necessary to attend Board meetings and perform Board duties. A member of the Board may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the South Carolina Comptroller General. The Board shall prepare an annual budget for administration costs and expenses to ensure proposed expenditures fall within these parameters and publish an annual report of these expenditures.

## II. **Duties/Roles**

The Board shall develop all needed written materials in order to carry out its duties under this Agreement and enabling legislation. The duties and roles of the Board with respect to the Guaranteed Political Subdivision Subfund are ministerial only, and the Board has no discretion with respect to disbursing amounts allocated to the Political Subdivisions so long as the Political Subdivision's application seeks funding for one of more of the Approved Abatement Strategies set forth in **Exhibit C**.

A. Guaranteed Political Subdivision Subfund

Each Political Subdivision will be allocated funds from the Guaranteed Political Subdivision Subfund on an annual basis pursuant to the percentages in **Exhibit B**. However, a Political Subdivision's available allocation shall be calculated based only on the Opioid-Related Settlements in which that Political Subdivision participates. To the extent a Political Subdivision does not participate in an Opioid-Related Settlement, the Board shall transfer the share assigned to that Political Subdivision to the Discretionary Subfund.

Any money allocated to a Political Subdivision in a given year which is unused at the end of that year will remain available to that Political Subdivision for three (3) additional years, after which the money shall be moved to the Discretionary Subfund. A Political Subdivision can elect to have some or its entire allocated share transferred to the Discretionary Subfund by informing the Board in writing of this election.

In the event a Political Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Political Subdivision shall be transferred by the Board to the Discretionary Subfund.

Requests for funding from the Guaranteed Political Subdivision Subfund shall be approved by the Board if the following requirements are met:

- The request complies with all application requirements set out by the Board;
- The request is made by a Political Subdivision or by another entity with the explicit written approval of a Political Subdivision;
- The request seeks funding for an Approved Abatement Strategy listed on **Exhibit C**; and
- Sufficient funds are available for use by that Political Subdivision.

The Board shall make best efforts to review and approve these requests as quickly as possible, but the Board shall approve or reject the request no later than either sixty (60) days following receipt of the application or at the next scheduled meeting of the Board, whichever period is longer. If the request is approved, the Board shall direct the disbursement of the funds as requested by the Political Subdivision. The Board shall have the ***mandatory ministerial obligation*** to distribute funds to the Political Subdivision upon receipt and review of an application that meets the requirements set forth herein.

The Board and the recipients of funds will comply with any reporting obligations established in any Opioid-Related Settlements. The Court shall have continuing jurisdiction to ensure that the funds are used for their approved purpose, and the Court shall have jurisdiction to enforce any reporting requirements in the Opioid-Related Settlements and any requirements of this Agreement.

#### B. Discretionary Subfund

The Board will use the Approved Abatement Strategies listed in **Exhibit C** for considering applications for funding from the Discretionary Subfund. The Board shall not approve any funding request unless it is for an Approved Abatement Strategy.

The Board shall publish a list of eligibility requirements for applications for funding. Unlike the Guaranteed Political Subdivision Subfund, requests for funding from the Discretionary Subfund need not be made by a Political Subdivision or on its behalf. By way of examples only, requests for funding from the Discretionary Subfund could be made by state agencies, medical treatment providers, mental health treatment providers, educational providers, legal services providers, researchers, nonprofits, and any other person or entity for an Approved Abatement Strategy, subject to the Board's eligibility requirements.

In addition to ensuring that the request is for an Approved Abatement Strategy, the following non-exhaustive general criteria shall be weighed by the Board in considering and approving grants upon application to the Discretionary Fund:

1. Whether a requesting subdivision was a South Carolina Bellwether Plaintiff;
2. Whether the requesting subdivision was a Litigating Subdivision;
3. The cooperative and regional nature of a proposal (whether one or more subdivisions and/or non-government partners are applying jointly to address regional concerns);
4. The poverty level of the subdivision at issue;
5. The extent of direct payments received by municipalities within a County; and
6. Any other special needs described in the application relative to opioid use, abuse, opioid related crime, or unique abatement needs or strategies.

The Board will also develop metrics to evaluate the success of programs funded by the South Carolina Opioid Recovery Fund, and shall publish an annual report which details the expenditures, outcomes, and performance of each funded program in relation to the performance metrics the Board has established. The first report shall be published no later than July 1, 2023, with future annual reports to be published each year by July 1. The Board shall also develop any reports required by any Opioid-Related Settlement or any court or trust directing money into the South Carolina Opioid Recovery Fund.

Political Subdivisions are permitted and encouraged to seek funds from the Discretionary Subfund both for additional projects and to supplement projects funded by the Guaranteed Political Subdivision Subfund.

C. South Carolina Opioid Recovery Fund Point of Contact

The Board is the sole entity authorized to receive requests for funds in South Carolina and to order the release of funds from the South Carolina Opioid Recovery Fund, subject to the terms of this Agreement and any orders of the *In re South Carolina Opioid Litigation* Court.

D. Auditor

Audits of the Board's Bank Accounts will be conducted by the State Auditor's Office annually and its findings, if any, will be reported to the Board.

## EXHIBIT B

### ALLOCATIONS TO SOUTH CAROLINA COUNTIES AND CITIES

The following table is to be used by the Board for the purpose of allocating money in the Guaranteed Political Subdivision Subfund to the counties and cities of South Carolina:

|      |                                     |               |
|------|-------------------------------------|---------------|
| SC1  | Abbeville County, South Carolina    | 0.3350059823% |
| SC2  | Aiken City, South Carolina          | 0.7838026892% |
| SC3  | Aiken County, South Carolina        | 2.5661670597% |
| SC4  | Allendale County, South Carolina    | 0.1220441823% |
| SC5  | Anderson City, South Carolina       | 1.1735303052% |
| SC6  | Anderson County, South Carolina     | 3.3392231904% |
| SC7  | Bamberg County, South Carolina      | 0.2705913372% |
| SC8  | Barnwell County, South Carolina     | 0.4653224769% |
| SC9  | Beaufort City, South Carolina       | 0.0769982478% |
| SC10 | Beaufort County, South Carolina     | 2.3364418352% |
| SC11 | Berkeley County, South Carolina     | 2.0961440294% |
| SC12 | Bluffton Town, South Carolina       | 0.0481968917% |
| SC13 | Calhoun County, South Carolina      | 0.1833260393% |
| SC14 | Cayce City, South Carolina          | 0.2572136960% |
| SC15 | Charleston City, South Carolina     | 2.3004340552% |
| SC16 | Charleston County, South Carolina   | 3.8016438488% |
| SC17 | Cherokee County, South Carolina     | 0.9440700745% |
| SC18 | Chester City, South Carolina        | 0.1299573133% |
| SC19 | Chester County, South Carolina      | 0.3947965211% |
| SC20 | Chesterfield County, South Carolina | 0.9443488664% |
| SC21 | Clarendon County, South Carolina    | 0.5705383575% |
| SC22 | Clemson City, South Carolina        | 0.3311616877% |
| SC23 | Colleton County, South Carolina     | 0.8589365535% |
| SC24 | Columbia City, South Carolina       | 2.3918060702% |
| SC25 | Conway City, South Carolina         | 0.2894739402% |
| SC26 | Darlington County, South Carolina   | 1.6906462867% |
| SC27 | Dillon County, South Carolina       | 0.6608411417% |
| SC28 | Dorchester County, South Carolina   | 1.6015765975% |
| SC29 | Easley City, South Carolina         | 0.8565835771% |
| SC30 | Edgefield County, South Carolina    | 0.3586097074% |
| SC31 | Fairfield County, South Carolina    | 0.3536421891% |
| SC32 | Florence City, South Carolina       | 1.0065336904% |
| SC33 | Florence County, South Carolina     | 2.2059006272% |
| SC34 | Forest Acres City, South Carolina   | 0.0995929056% |
| SC35 | Fort Mill Town, South Carolina      | 0.1714974802% |
| SC36 | Fountain Inn City, South Carolina   | 0.1975697094% |
| SC37 | Gaffney City, South Carolina        | 0.2044353782% |
| SC38 | Georgetown City, South Carolina     | 0.2626233562% |
| SC39 | Georgetown County, South Carolina   | 1.1895098900% |
| SC40 | Goose Creek City, South Carolina    | 0.5473575768% |

|      |                                         |               |
|------|-----------------------------------------|---------------|
| SC41 | Greenville City, South Carolina         | 2.2705648395% |
| SC42 | Greenville County, South Carolina       | 7.1502328364% |
| SC43 | Greenwood City, South Carolina          | 0.0308220618% |
| SC44 | Greenwood County, South Carolina        | 1.3388944490% |
| SC45 | Greer City, South Carolina              | 0.5590564672% |
| SC46 | Hampton County, South Carolina          | 0.3450376919% |
| SC47 | Hanahan City, South Carolina            | 0.2279684840% |
| SC48 | Hilton Head Island Town, South Carolina | 0.2323878458% |
| SC49 | Horry County, South Carolina            | 5.2166718879% |
| SC50 | Irmo Town, South Carolina               | 0.0942740906% |
| SC51 | James Island Town, South Carolina       | 0.0461551887% |
| SC52 | Jasper County, South Carolina           | 0.4278548317% |
| SC53 | Kershaw County, South Carolina          | 1.0780892823% |
| SC54 | Lancaster County, South Carolina        | 1.4809282603% |
| SC55 | Laurens County, South Carolina          | 1.3598442946% |
| SC56 | Lee County, South Carolina              | 0.2176621820% |
| SC57 | Lexington County, South Carolina        | 4.4881391605% |
| SC58 | Lexington Town, South Carolina          | 0.2342104062% |
| SC59 | Marion County, South Carolina           | 0.6973242307% |
| SC60 | Marlboro County, South Carolina         | 0.4878238042% |
| SC61 | Mauldin City, South Carolina            | 0.4253253929% |
| SC62 | McCormick County, South Carolina        | 0.1281623493% |
| SC63 | Moncks Corner Town, South Carolina      | 0.1965426445% |
| SC64 | Mount Pleasant Town, South Carolina     | 0.5750801889% |
| SC65 | Myrtle Beach City, South Carolina       | 1.9068234068% |
| SC66 | Newberry City, South Carolina           | 0.0344864657% |
| SC67 | Newberry County, South Carolina         | 0.5656551710% |
| SC68 | North Augusta City, South Carolina      | 0.5139678525% |
| SC69 | North Charleston City, South Carolina   | 1.7751090959% |
| SC70 | North Myrtle Beach City, South Carolina | 0.6366313248% |
| SC71 | Oconee County, South Carolina           | 2.8099515214% |
| SC72 | Orangeburg City, South Carolina         | 0.0468940344% |
| SC73 | Orangeburg County, South Carolina       | 1.4543982912% |
| SC74 | Pickens County, South Carolina          | 2.8143347165% |
| SC75 | Port Royal Town, South Carolina         | 0.0206098617% |
| SC76 | Richland County, South Carolina         | 3.8816723839% |
| SC77 | Rock Hill City, South Carolina          | 1.3120073555% |
| SC78 | Saluda County, South Carolina           | 0.2604801809% |
| SC79 | Simpsonville City, South Carolina       | 0.3497064495% |
| SC80 | Spartanburg City, South Carolina        | 1.1890308958% |
| SC81 | Spartanburg County, South Carolina      | 6.4084293395% |
| SC82 | Summerville Town, South Carolina        | 0.6446011912% |
| SC83 | Sumter City, South Carolina             | 0.5390642671% |
| SC84 | Sumter County, South Carolina           | 0.9480995733% |
| SC85 | Tega Cay City, South Carolina           | 0.0433365022% |
| SC86 | Union County, South Carolina            | 0.6499524020% |

|      |                                     |               |
|------|-------------------------------------|---------------|
| SC87 | West Columbia City, South Carolina  | 0.3943858322% |
| SC88 | Williamsburg County, South Carolina | 0.4931357629% |
| SC89 | York County, South Carolina         | 2.5800878865% |



## **EXHIBIT C**

### **LIST OF APPROVED OPIOID REMEDIATION USES**

All funds in the South Carolina Opioid Recovery Fund must be used for one or more of the following approved opioid remediation uses. Priority shall be given to the following core abatement strategies (“Core Strategies”).

#### **Schedule A**

#### **Core Strategies**

##### **A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

##### **B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

##### **C. PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorder (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

##### **D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“NAS”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## Schedule B

### Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

|                     |
|---------------------|
| PART ONE: TREATMENT |
|---------------------|

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings;

- offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
  12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
  13. Develop and support best practices on addressing OUD in the workplace.
  14. Support assistance programs for health care providers with OUD.
  15. Engage non-profits and the faith community as a system to support outreach for treatment.
  16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

#### **D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  - b. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.



8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

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|----------------------|
| PART TWO: PREVENTION |
|----------------------|

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

## **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and

- to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
  3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
  4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## Agenda Item Summary

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Ordinance # / Resolution #: Resolution 1234-R2023

Contact Person / Sponsor: Dennis Marstall / Administration and Sheriff Barry Faile / LCSO

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

**Council Action Requested:**

Authorize the final architectural drawings and schematics to produce bid documents for a new \$90 million Detention Facility.

**Points to Consider:**

The SC Department of Corrections has communicated its concern for deficiencies at the Lancaster County Jail and the Sheriff has diligently been working on the design and details to build a new detention facility.

County Council has approved the purchase of land for a new Detention Facility and authorized the hiring of architect and construction management firms to design and build a new jail.

The Sheriff and construction team have made several presentations to County Council on the features, components and general details for a new Detention Facility for Lancaster County. Several Councilmembers also accompanied the Sheriff on a tour of the Horry County Detention Facility.

The last Detention Facility presentation in March 2023 highlighted a \$90 million dollar facility and a installment revenue bond financing plan to utilize Capital Project Sales Tax proceeds to finance the new Detention Facility.

This authorization will allow the Sheriff to move to the final design and schematic details phase to prepare bid documents to ultimately get the project out to bid and to the construction phase within the next 12 months.

This authorization will allow the Sheriff to have plans for a facility that can be built to the Sheriff's specifications for \$90 million or less, depending on construction market conditions.

**Funding and Liability Factors:**

**Recommendation:**

Approve authorization to finalize drawings and bid documents for a new Detention Facility.

**ATTACHMENTS:**

| Description           | Upload Date | Type       |
|-----------------------|-------------|------------|
| Resolution 1234-R2023 | 4/5/2023    | Resolution |

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AND IT IS SO RESOLVED, THIS 11TH DAY OF APRIL, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

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Steve Harper, Chair, Council

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Billy Mosteller, Secretary, Council

Attest:

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Sherrie Simpson, Clerk to Council

Approved as to form:

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Virginia L Merck-Dupont, County Attorney

## Agenda Item Summary

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Ordinance # / Resolution #: Resolution 1232-R2023/Planning Case Number: CU-2022-2447

Contact Person / Sponsor: M. Blaszyk/Planning

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Application by Advanced Engineering Services LLC for a Conditional Use Permit for Minor Maintenance and Repair (Auto) at location 4138 Doby's Bridge Road (TM# 0013-00-015.00), for the purpose of developing an automated car wash.

Proposed conditional use permit for TM# 0013-00-015.00 for a proposed automated car wash and vacuum stall facility. Use would replace the existing Gate gas station and associated convenience store and accessory car wash.

### **Points to Consider:**

The proposed Tidal Wave Auto Spa is required to obtain a conditional use permit even though it is replacing an existing minor maintenance and repair use. This is because the existing Gate Station was approved under a prior UDO that did not require a conditional use permit. If the Gate Station was approved under the newer UDO which requires a conditional use, the proposed auto spa would not need to go through the conditional use process.

The proposed auto spa is removing an access point off 521, decreasing the total impervious surface area of the site, and removing a gas station off the 521 corridor.

### **Funding and Liability Factors:**

N/A

### **Recommendation:**

The Conditional Use Permit received a unanimous recommendation for approval at March's Planning Commission meeting. The Planning Commission also clarified that one of the only reasons why they are recommending approval for an automotive use in this area of the County is the existing use on the site is automotive.

The Planning Commission did discuss how the site is currently used as a cut-through between 521 and Doby's Bridge Road. The conditional use plan does remove the site direct access from 521, requiring access to be provided via Doby's Bridge Road or from the adjacent Plaza and its access to 521. Staff did note that they will discuss the concept of speed tables throughout the plan to mitigate the site as a cut through at TRC.

Staff also recommends approval of the Conditional Use Permit for the Tidal Wave Auto Spa.

### **ATTACHMENTS:**

| Description                                               | Upload Date | Type                   |
|-----------------------------------------------------------|-------------|------------------------|
| Resolution 1232-R2023                                     | 4/4/2023    | Resolution             |
| Staff Report                                              | 3/14/2023   | Exhibit                |
| Corrected Application                                     | 2/14/2023   | Exhibit                |
| Owner's Authorization                                     | 2/14/2023   | Exhibit                |
| Proposed Plat                                             | 1/18/2023   | Exhibit                |
| Location Map                                              | 1/30/2023   | Exhibit                |
| Corrected Public Hearing Notice for Resolution 1232-R2023 | 4/5/2023    | Public Hearing Notices |

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STATE OF SOUTH CAROLINA

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RESOLUTION NO. 1232-R2023

COUNTY OF LANCASTER

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**A RESOLUTION**

**TO APPROVE THE FAVORABLE RECOMMENDATION OF BOTH THE LANCASTER COUNTY PLANNING STAFF AND THE LANCASTER COUNTY PLANNING COMMISSION OF A CONDITIONAL USE APPLICATION TO PERMIT A MINOR MAINTENANCE AND REPAIR (AUTO) TO BE LOCATED UPON TAX MAP # 0013-00-015.00), AT 4138 DOBY'S BRIDGE ROAD FOR THE PURPOSE OF DEVELOPING AN AUTOMATED CAR WASH.**

**WHEREAS**, on February 3, 2023, TWAS Properties submitted an application to the Lancaster County Planning Department for its review and consideration of a Conditional Use Permit upon a property zoned GB, General Business District, for a Minor Maintenance and Repair (Auto) for the purpose of developing an automated car wash upon Tax Map #0013-00-015.00, located at 4138 Doby's Bridge Road.

**WHEREAS**, after consideration of the details of the application, the Planning Staff recommended approval of the project subject to certain conditions noted during the Technical Review Committee (TRC) review process; and

**WHEREAS**, on March 21, 2023, the Planning Commission considered the project, identified CU-2022-2447 and, following due consideration, recommended approval of the project, by a unanimous vote, subject to the same TRC conditions noted by the Planning Staff.

**NOW, THEREFORE**, upon review and consideration of the Planning Staff Report, Site Concept Plan, and other supporting documentation in the County Council agenda package, it is resolved that:

Lancaster County Council approves the Conditional Use Permit for a Minor Maintenance and Repair (Auto) for the purpose of developing an automated car wash subject to applicant addressing any outstanding TRC comments.

**AND IT IS SO RESOLVED.**

*Signature page follows*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Billy Mosteller, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

Approved as to form:

\_\_\_\_\_  
Virginia L. Merck-Dupont, County Attorney

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|                                 |                                                                                                                                                                                                                   |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PROPOSAL:</b>                | Conditional Use Application to Permit: Minor Maintenance & Repair (Auto)                                                                                                                                          |
| <b>PROPERTY LOCATION:</b>       | 4138 Doby's Bridge Road (TM# 0013-00-015.00).                                                                                                                                                                     |
| <b>CURRENT ZONING DISTRICT:</b> | General Business (GB); Carolina Heelsplitter and Highway Corridor Overlay Districts                                                                                                                               |
| <b>APPLICANT:</b>               | Advanced Engineering Services LLC                                                                                                                                                                                 |
| <b>COUNCIL DISTRICT:</b>        | District #1, Terry Graham                                                                                                                                                                                         |
| <b>STATUTORY NOTICES:</b>       | Signs posted 2/1/2023 at current Gate Station<br>Hearing notice published 3/4/2023 in The Lancaster News<br>Published 3/8/2023 in Carolina Gateway<br>Mailed notices 3/2/2023<br>Posted agenda in lobby 2/14/2023 |

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## **OVERVIEW & BACKGROUND:**

### ***Site Information***

This property is currently the location of the Gate gas station off U.S. 521 and Doby's Bridge Road. At the time that Gate site plan was approved, the County was using an older Unified Development Ordinance that did not require a conditional use process for this use. Even though the proposed car wash falls under the same use category of "VEHICLE SERVICES – MINOR MAINTENANCE/REPAIR" as the existing gas station, this use is required to go through the conditional use process under the currently adopted Unified Development Ordinance (UDO 2.5.3).

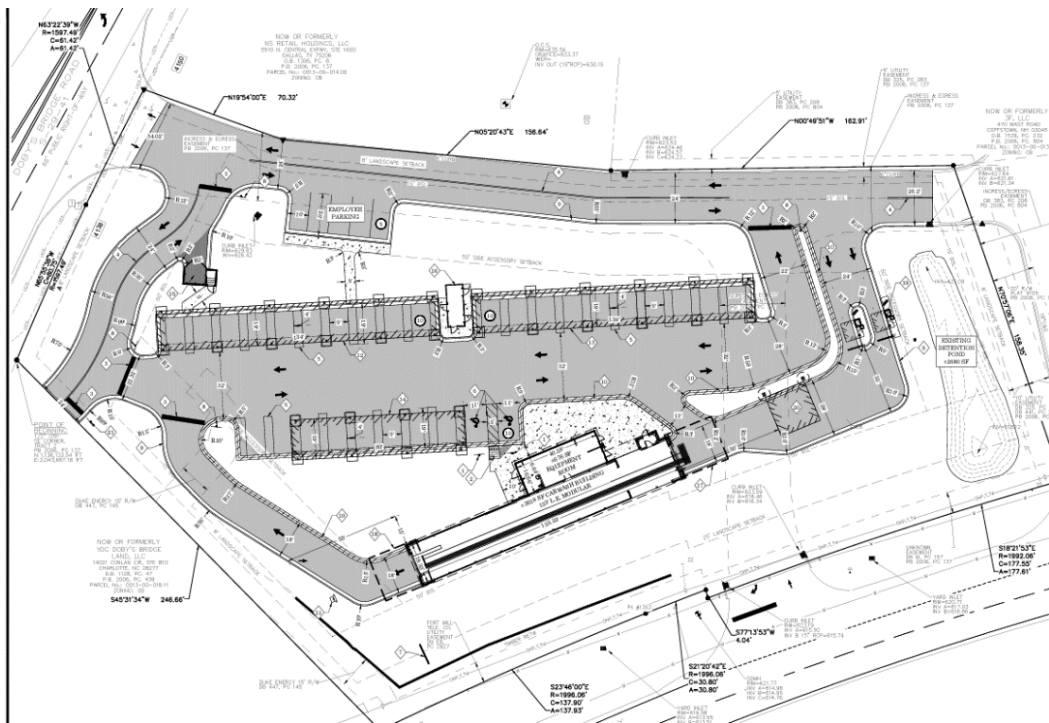
This site would be located roughly half a mile north of the existing Sam's Xpress Car Wash located off Shelly Mullis Road and 4 miles south of another existing Sam's Xpress Car Wash at the North Carolina border. Each of these car washes are of similar design to the proposed site. The site is three quarters of a mile away an existing Autobell car wash location. Staff is also aware of 2 other proposed car wash sites, one located off S.C. 160 and one near Marvin Road on 521 that that have expressed interest in the conditional use process.

The adjacent parcel to the site, TM Number 0013-00-018.11 has also received interest from a developer to construct an oil change facility. TM Number 0013-00-015.00 would serve as the access for any development on TM Number 0013-00-018.11. This project has submitted a sketch plan and has submitted an application for the conditional use process.

### ***Current Proposal & Project Overview***

The applicant is seeking a conditional use permit to allow an automotive minor maintenance and repair (car wash). The project has been submitted as a sketch plan and received 2 sets of comments. These comments can be found in attachment 4. The plan attached is a direct product of this review. The subject parcel is 2.19 acres in size, is currently occupied by a gas station (Gate) and is zoned General Business

(GB). The project consists of tearing down the existing Gate Station, convenience store, and accessory car wash. The existing tanks from the Gate Station will also be removed from the site. In its place, a drive-thru Tidal Wave Auto Spa with vacuum stalls will be installed on the site. The project proposes to close an entrance from 521, requiring access to come from Doby's Bridge Road or the existing access from 521 on the adjacent TM Number 0013-00-013.00. The project also plans to reduce the total impervious surface area from 72.7% to 52.3%.



*Proposed Site Layout*

**Summary of Surrounding Zoning and Uses**

| Surrounding Property | Zoning District       | Use                                                                    |
|----------------------|-----------------------|------------------------------------------------------------------------|
| North                | General Business (GB) | Doby's Bridge Commons (retail) and Express Oil Change & Tire Engineers |
| South                | Institutional (INS)   | Lancaster County Schools                                               |
| East                 | General Business (GB) | Cross Creek Shopping Center (Publix)                                   |

|      |                       |                                           |
|------|-----------------------|-------------------------------------------|
| West | General Business (GB) | Doby's Bridge Professional Office complex |
|------|-----------------------|-------------------------------------------|

**PHOTOS OF PROJECT AREA:**



*Facing the Gate Station*



*Access project proposes to close.*





*Facing the rear entrance of the Gate Station off Doby's Bridge Road*

**APPLICABLE UDO PROVISIONS:**

**5.1.2. - CONDITIONAL USE (CU)**

- A.** Conditional Uses are uses which are generally compatible with other land uses permitted in a zoning district but which, because of their unique characteristics or potential impacts on the surrounding neighborhood and/or the County as a whole, require individual consideration in their location, design, configuration, and/or operation at the particular location proposed.
- B.** All Conditional Uses shall at a minimum meet the standards for the zoning district in which they are located and the specific standards set forth in this article for that use.
- C.** Individual consideration of the use may also call for the imposition of individualized conditions in order to ensure that the use is appropriate at a particular location and to ensure protection of the public health, safety, and welfare.
- D.** Approval procedures for Conditional Use permits are found in Chapter 9, Administration.

**5.8.6 VEHICLE SERVICES – MINOR MAINTENANCE/REPAIR [NB, GB, RB, LI, HI, MX, IMX]**

- A. Outdoor Vehicle Storage:** All outdoor storage of vehicles awaiting work or pick-up shall be screened by a Type C buffer in accordance with Section 7.1.5. No vehicles or awaiting work or pick-up shall be located closer than 5 feet to any adjoining property line, within a required landscape area, or in any right-of-way.

No outside storage of junk vehicles or parts shall be permitted unless a permit for an outdoor storage yard is also obtained.

**B. Vehicle Bays:** Vehicle bays which are not set perpendicular to the street must be screened from direct view by a hedge or other landscaping. Bays facing the street must also incorporate awnings, windows, and/or other articulation/ornamentation sufficient to reduce the impact of the repair bays on the street as determined by the Technical Review Committee (TRC).

**C. Noise:** No noises resulting from the occasional repair or maintenance of a motor vehicle shall be audible at or beyond the property line between 8 PM and 7 AM the following morning. Intercom/sound systems shall not be audible at or beyond the property line.

**D. Repair Work:** All repair work shall be conducted entirely within an enclosed structure; car wash activities may be done outside when all requirements of stormwater management are met.

**E. Screening:** All boundaries of a property containing such uses that directly adjoin a Single Family residential district shall be buffered with a solid fence extending from the ground to a height of not less than 6 feet and a Type B buffer.

**F. Accessory Structure Location:** Accessory structures such as self-service vacuum cleaners, air pumps, and other self-service structures must be setback 50 feet from any residential use and 25 feet from any right-of-way.

**G. Fueling Islands:** Each drive-up fueling facility permitted under this title shall have off-street driveway stacking space that shall not inhibit or impede access to or from any parking space or drive.

#### **H. Lighting**

1. Canopy lighting fixtures shall be hidden inside a canopy so as not to be visible from offsite.
2. Freestanding lighting fixtures shall not exceed 15 feet in height if the use adjoins an existing residential district or residential lot. All light fixtures shall be cutoff luminaries that block the light source from off-site view.

**I. Car Wash Allowed as Accessory Use:** A one-bay car wash may be allowed as an accessory use. The car wash shall meet the setbacks for the principal use and not exceed 900 square feet in area. The car wash bay shall not be oriented toward the public right-of-way. Car washes are required to have operational recycled water systems where a minimum of 50 percent of water utilized is recycled.

### **10.3 VEHICLE SERVICES—MINOR**

Facilities for the fueling, cleaning and servicing of automobiles, recreational vehicles, and other personal vehicles as a primary use. Examples include: gas stations; car washes (attended and self-service); car stereo and alarm system installers; detailing services; muffler and radiator shops; tire and battery sales and installation (not including recapping); and quick lube services. Such uses may include structures that are specialized for selling gasoline with storage tanks, often underground or hidden. The sale of vehicle parts, food, and convenience items may be included as an incidental part of such uses.

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**STAFF RECOMMENDATION:**

Staff recommends **approval** of this conditional use application to permit Minor Maintenance and Repair subject to the following condition:

1. Project proposes to close an access point on U.S. 521
2. Project removes a gas station out of the Panhandle
3. Address all other outstanding TRC/Evolve comments at the Preliminary and Civil Submittal Process.

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**ATTACHMENTS:**

1. Conditional Use Application
2. Location Map/ Zoning Map
3. Concept Plan
4. TRC/Evolve Comments
5. Revised Concept Plan

**STAFF CONTACT:**

Matthew Blaszyk, Planner  
[mblaszyk@lancastersc.net](mailto:mblaszyk@lancastersc.net)  
803-416-9380



Planning Department  
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastercsc.org](http://www.mylanastercsc.org)

## CONDITIONAL USE APPLICATION

### SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- All items noted on the Conditional Use Plan Checklist
- Fees associated with review

### GENERAL INFORMATION

Property Address 4138 Dobys Bridge Rd  
City Fort Mill State SC Zip 29707 Tax Parcel ID 0013-0-015.00  
Current Zoning GB Current Use Gas Station  
Total Acres 2.11 Surrounding Property Description \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Proposed Conditional Use GB - Automated Car Wash associated parking and infrastructure  
\_\_\_\_\_  
\_\_\_\_\_

### CONTACT INFORMATION

Applicant Name TWAS Properties  
Address 124 East Thompson Street  
City Thomaston State GA Zip 30286 Phone 706-647-0414  
Fax N/A Email martie@shiconstructiongroup.com  
Property Owner Name Gate Petroleum Company  
Address P O Box 23627  
City Jacksonville State FL Zip 32241 Phone 904-229-9472  
Fax N/A Email BHamilton@gatepetro.com



#### APPLICATION CERTIFICATIONS

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

Applicant

Date

Property Owner(s)

Date

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

#### LANCASTER COUNTY OFFICE USE ONLY

Application Number \_\_\_\_\_ 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.
- Conditional Use Application Fee - \$325.00

##### 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 a resolution for approval.
- Subsequent to County Council action, notice of action will be provided to the applicant,

## CONDITIONAL USE PLAN CHECKLIST

- \_\_\_\_\_ The size of the plan and number of copies should conform to the following: Eight copies that are 24" x 36" (full size) and Two copies that are 11" x 17" (reduced size).
- \_\_\_\_\_ A descriptive location of the property and vicinity map at a scale of not less than one inch equals one mile.
- \_\_\_\_\_ Proposed name of the development.
- \_\_\_\_\_ The date of the survey or plan.
- \_\_\_\_\_ All plans shall be embossed with the seal and signature of the engineer/surveyor responsible for the work.
- \_\_\_\_\_ A graphic scale and numerical scale shall be shown on the plan.
- \_\_\_\_\_ The North arrow shall be shown and be accurately correlated with the courses with indications as to whether it is true, magnetic or grid.
- \_\_\_\_\_ Total acreage and boundaries of the development shall be shown on the plan.
- \_\_\_\_\_ All existing and proposed uses of land throughout the tract shall be shown on the plan.
- \_\_\_\_\_ Topography of the site with a contour interval of not more than 5 feet shall be shown on plan.
- \_\_\_\_\_ Typical arrangement of existing and proposed buildings and structures, including dimensions, elevations, uses, and setbacks shall be shown on the plan.
- \_\_\_\_\_ Location of adjoining property lines and existing buildings shall be shown on the plan.
- \_\_\_\_\_ The names of adjacent landowners, lot and/or block numbers, highways, streets, and named waterways shall be shown.
- \_\_\_\_\_ All property lines shall be defined by course and horizontal distance. All property lines shall be plotted to the scale shown in the title.
- \_\_\_\_\_ All easements and rights-of-way of existing and proposed buildings and structures shall be shown and shall include their widths and center lines.
- \_\_\_\_\_ All existing street intersections shall be shown on the plan.
- \_\_\_\_\_ Proposed parking areas and traffic circulation shall be shown on the plan.
- \_\_\_\_\_ Exact ratio of impervious surfaces to lot area shall be shown.
- \_\_\_\_\_ At a minimum the plan shall include basic landscape information such as the location and dimension of required buffer yards.

owner, and adjacent property owners.

- **Please note that upon approval of a conditional use, the applicant shall subsequently submit a site plan to The Lancaster County Planning Department for review. This site plan shall conform to the site plan process as enumerated in UDO Section 9.2.9 (Site Plan Process Chart)**



February 10, 2023

Lancaster County  
Planning Department  
101 N. Main Street  
Lancaster, SC 29721  
Phone: 803.285.6005

RE: Conditional Use Application / "Owner's Notarized written authorization with property information"  
Subject Site – 4138 Dobys Bridge Rd  
Fort Mill, SC 29707  
Tax Parcel ID – 0013-00-015.00

Dear Planning Department,

This letter shall serve as "Owner's Notarized written authorization" to allow TWAS Properties to submit the attached Conditional Use Application for subject site located at 4138 Dobys Bridge Rd, Fort Mill, SC 29707.

Owner: Gate Petroleum Company

By: Becky Hamilton

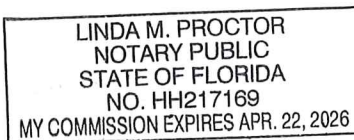
Name: Becky Hamilton

Title: VICE PRESIDENT

Notary Public Linda M. Proctor

My Commission Expires:  
(Affix Notary Seal) Sworn to and subscribed before  
me this 10<sup>th</sup> day of February,  
2023.

Becky Hamilton  
Witness

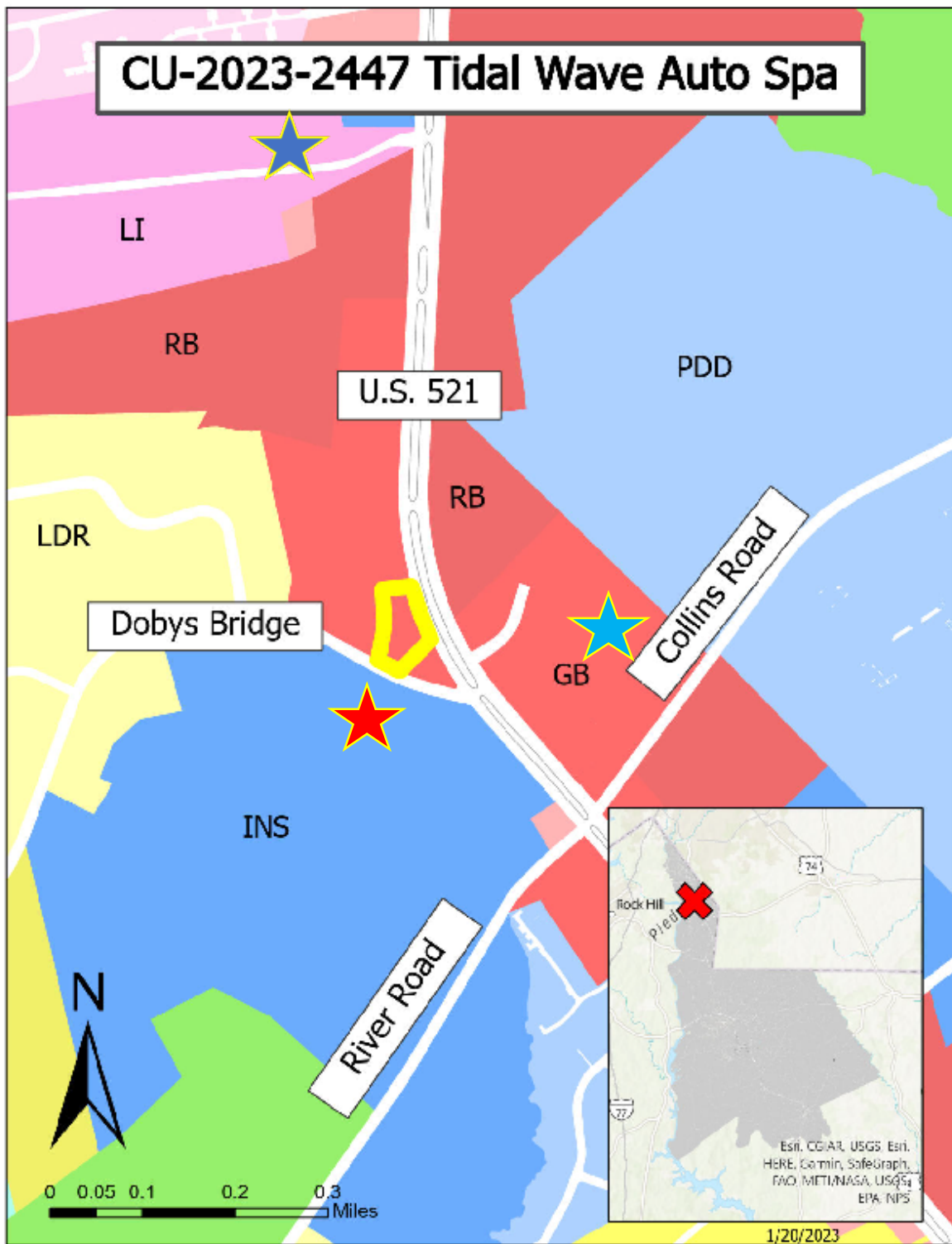


Thank you,

Becky Hamilton  
Gate Petroleum Company  
[bhamilton@gatepetro.com](mailto:bhamilton@gatepetro.com)  
904.448.3027 (O)  
904.229.9472 (C)



# CU-2023-2447 Tidal Wave Auto Spa



**Proposal:**  
Conditional Use: Minor  
Maintenance & Repair



Subject Property



Perimeter 521  
Commercial Park



IL School Schools



Cross Creek/Publix



# The Lancaster News

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

## CORRECTED PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, *the Lancaster County Council will conduct public hearings on Tuesday, April 11, 2023, for the below items.* These hearings were originally advertised for Monday, April 10, 2023; however, that is an official County holiday and so the regularly scheduled Council meeting was moved from that date. 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. RESOLUTION 1231-R2023 / PLANNING CASE NUMBER: CU-2022-2447: Application by TWAS Properties, LLC and Gate Petroleum for a Conditional Use Permit for Minor Maintenance and Repair (Auto) at location 4138 Doby's Bridge Road (TM# 0013-00-015.00), for the purpose of developing an automated car wash.(a/k/a Tidal Wave Auto Spa)
2. ORDINANCE 2023-1843 / PLANNING CASE NUMBER: UDO-TA-2023-0188: Application by Lancaster County Water & Sewer District for an amendment to Section 2.4, regarding building heights, requesting an exemption for LCWSD water tanks.

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) 416-9508 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 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.mylancaster-sc.org/>), email to [SSimpson@lancaster-sc.net](mailto:SSimpson@lancaster-sc.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.

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 March 25th 2023.

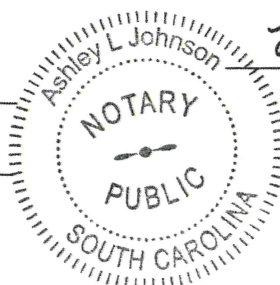
SWORN to before me this 27<sup>th</sup> day of

March, 2023  
Ashley L Johnson

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

Newspaper Rep Signature

Kristi Rose



## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2023-1843/Planning Case Number: UDO-TA-2023-0188

Contact Person / Sponsor: Matt Blaszyk / Planning

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Application by Lancaster County Water & Sewer District for an amendment to Section 2.4, regarding building heights, requesting an exemption for LCWSD water tanks and alteration from the current setback standards.

### **Points to Consider:**

Lancaster County Water and Sewer Districts elevated water tanks are currently required to meet the setback requirement "For every foot of building height, the developer shall provide setbacks equal to the height of the building" This is more common for building facades than setbacks for utilities such as water tanks.

The text amendment proposed for the LCWSD elevated tanks would be required to meet the setback requirements of the zoning district they reside in. This would allow LCWSD staff to more easily access the towers as needed, and continue to allow the utility to serve the citizens with water using existing properties.

### **Funding and Liability Factors:**

N/A

### **Recommendation:**

The proposed text amendment received unanimous recommendation for approval at March's Planning Commission meeting.

Staff also recommends approval.

### **ATTACHMENTS:**

| Description                                             | Upload Date | Type                   |
|---------------------------------------------------------|-------------|------------------------|
| Ordinance 2023-1843                                     | 4/4/2023    | Ordinance              |
| Exhibit 1 to Ordinance 2023-1843 - Proposed Text        | 3/14/2023   | Exhibit                |
| Staff Report                                            | 3/14/2023   | Exhibit                |
| Application                                             | 3/14/2023   | Exhibit                |
| Corrected Public Hearing Notice for Ordinance 2023-1843 | 4/5/2023    | Public Hearing Notices |

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-1843

COUNTY OF LANCASTER

)

)

**AN ORDINANCE**

**TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”) SECTION 2.4, BUILDING HEIGHTS, TO EXEMPT LANCASTER COUNTY WATER & SEWER DISTRICT (LCW&SD) WATER TANK TOWERS FROM HEIGHT REGULATIONS AND ALTER SETBACK REQUIREMENTS FOR THE TOWERS ON THE EFFECTIVE DATE OF THIS ORDINANCE**

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

**Section 1. Findings and Determinations.**

The Council of Lancaster County (“Council”) finds and determines that:

- (a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
- (b) Development interest and activity in Lancaster County continues to increase and development project are often presented to the Council that comply with technical requirements of the UDO, but do not fully realize the development policy goals of Lancaster County.
- (c) To address issues with development standards within the current UDO, Lancaster County directed its UDO consultants to develop an interim ordinance to address some of the larger issues associated with development projects that have been processed with the current UDO.
- (d) It is necessary and prudent to amend the UDO with this interim ordinance text amendment prior to the full UDO rewrite to ensure that high quality development projects occur in Lancaster County and that, prior to full UDO rewrite, development projects better achieve the development policy goals of Lancaster County.
- (e) The current Lancaster County UDO allows any nonresidential structure which is located immediately adjacent to a single-family residential use or district, the lot boundary line minimum distance shall be determined as follows: for every foot building height, the developer shall provide setbacks equal to the height of the building. At no time shall the setback be less than what is indicated in the relevant table(s).
- (f) The text amendment would add a footnote to each table within Section 2.4 of the UDO that exempt elevated water tanks installed by LCW&SD from building heights and the setback requirement “For every foot of building height, the developer shall provide setbacks equal to the height of the building”. LCW&SD’s elevated tanks would be required to conform to the setbacks within the zoning district they reside in.
- (g) The text amendment provides increased accessibility to Elevated Water Tank sites and increase opportunities for future sites. how many times the lot has been previously divided, lot size, zoning compliance, etc. will be considered.

- (h) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
- (i) Lancaster County Planning Commission considered the proposed text amendment at its meeting on March 21, 2023 and by a unanimous vote recommended approval of the proposed text amendment.

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

Ordinance 2016-1442 (Unified Development Ordinance), is amended as set forth in the “Interim Ordinance - Exhibit 1” attached hereto and incorporated herein by reference.

**Section 3.      Severability.**

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

**Section 4.      Conflicting Provisions.**

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

**Section 5.      Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Billy Mosteller, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Sherrie Simpson, Clerk to Council

First Reading:      April 11, 2023  
Public Hearing:      April 11, 2023  
Second Reading:    April 24, 2023  
Third Reading:      May 8, 2023

Approved as to form:

\_\_\_\_\_  
Virginia Merck-Dupont, County Attorney



- 1. Accessory structures over 600 sf must comply with principal setback requirement.*
- 2. No accessory structures may be located on corner lots between the street and wall line of the principal structure.*
- 3. For any nonresidential structure which is located immediately adjacent to a single family residential use or district, the lot boundary line minimum distance shall be determined as follows: For every foot building height, the developer shall provide setbacks equal to the height of the building. At no time shall the setback be less than what is indicated in the above table.*
- 4. The Development/District Exterior Setback/Buffer shall not apply between adjacent LI and HI districts. A waiver of these requirements may be granted by the Administrator for LI and HI lots existing at the adoption date of this ordinance which do not meet the specified minimum District/Development Area. In such instances the building setback standards for the AR District shall apply. A waiver of these requirements may also be granted by the Administrator in order to permit access to an adjacent railroad right-of-way.*
- 5. Elevated Water Tanks installed by the Lancaster County Water and Sewer District are exempt from building height requirements. The tanks shall also be exempt from the setback requirement "For every foot of building height, the developer shall provide setbacks equal to the height of the building". Lancaster County Water and Sewer District's Elevated Water Tanks will be required to conform to the setbacks within the zoning district they reside in.*

---

**PROPOSAL:** Amend Unified Development Ordinance Section 2.4, Building Heights, to exempt LCW&SD water tank towers, alter setbacks.

**APPLICABLE CHAPTER(S):** Chapter 2

**APPLICANT:** Bradley Bucy for Lancaster County Water & Sewer District

**STATUTORY NOTICES:** Hearing notice published 3/04/2023 in The Lancaster News  
And 3/08/2023 in Carolina Gateway  
Posted agenda in lobby and on website 3/14/2023

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**PROJECT SUMMARY & PROPOSAL:**

On behalf of Lancaster County Water & Sewer District, a private utility company, applicant Bradley Bucy is proposing to amend Chapter 2 of the Unified Development Ordinance (UDO) to exempt LCW&SD water tank towers from height regulations in the ordinance and change the setback requirements for the towers.

---

**OUTLINE OF TEXT AMENDMENT:**

The following section of the UDO are proposed to be amended: 2.4

For any nonresidential structure which is located immediately adjacent to a single-family residential use or district, the lot boundary line minimum distance shall be determined as follows: For every foot building height, the developer shall provide setbacks equal to the height of the building. At no time shall the setback be less than what is indicated in the above table.

With the addition of the following language:

Add a footnote to each table within section 2.4 of the UDO. The proposed footnote reads: Elevated Water Tanks installed by the Lancaster County Water and Sewer District are exempt from building height requirements. The tanks shall also be exempt from the setback requirement “For every foot of building height, the developer shall provide setbacks equal to the height of the building”. Lancaster County Water and Sewer District’s Elevated Water Tanks will be required to conform to the setbacks within the zoning district they reside in.

Based on staff’s findings, we offer the modifications attached to the Draft Ordinance for the Commission’s consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 2.

---

**FINDINGS AND CONCLUSIONS:**

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

The proposed text amendment has been found to potentially increase accessibility to Elevated Water Tank sites and increase opportunities future sites.

Staff has no specific objections to exempting the Lancaster County Water and Sewer Districts Elevated Water Tanks from building height requirements and from UDO 2.4 setback requirement “For every foot of building height, the developer shall provide setbacks equal to the height of the building”.

It should also be noted that the County is currently in the process of updating the UDO and it may be appropriate to study any proposed changes regarding utilities as a part of that process.

---

**STAFF RECOMMENDATION:**

Staff recommends **approval** of the proposed text amendment.

---

**ATTACHMENTS:**

1. Application
2. Proposed Text Amendment

**STAFF CONTACT:**

Matthew Blaszyk, Planner  
[mblaszyk@lancastersc.net](mailto:mblaszyk@lancastersc.net)



**Planning Department**

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721  
Phone: 803.285.6005, [planning@lanastercountysc.net](mailto:planning@lanastercountysc.net)  
[www.mylanastersc.org](http://www.mylanastersc.org)

**TEXT AMENDMENT APPLICATION**

**SUBMITTAL REQUIREMENTS**

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

**GENERAL INFORMATION**

UDO Section(s) Proposed to be Amended 2.4 Building Height and Setbacks  
Current Text Building Height is 35 feet to 60 feet and setbacks 4. For every foot  
building height, the developer shall provide setbacks equal to the height of the  
building.

Proposed Text \_\_\_\_\_  
Add a footnote to each table within section 2.4 of the UDO. The proposed footnote reads: Elevated Water Tanks installed by the Lancaster County Water and Sewer District are exempt from building height requirements. The tanks shall also be exempt from the setback requirement "For every foot of building height, the developer shall provide setbacks equal to the height of the building". Lancaster County Water and Sewer District's Elevated Water Tanks will be required to conform to the setbacks within the zoning district they reside in."

Description of Need for Proposed Text Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Additional pages attached for more information

**CONTACT INFORMATION**

Applicant Name Lancaster County Water and Sewer District  
Address 1400 Pageland Highway  
City Lancaster State SC Zip 29720 Phone 803-416-5523  
Fax 803-285-9575 Email bbucy@lcwasd.org

## APPLICATION CERTIFICATIONS

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

LCWSD Timothy R. Kamin, Professional Engr. 3/10/23  
Applicant \_\_\_\_\_ Date \_\_\_\_\_

SAME  
Property Owner(s) \_\_\_\_\_ Date \_\_\_\_\_

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

## LANCASTER COUNTY OFFICE USE ONLY

Application Number \_\_\_\_\_ Date Received \_\_\_\_\_ Receipt Number \_\_\_\_\_

Amount Paid \_\_\_\_\_ Check Number \_\_\_\_\_ Cash Amount \_\_\_\_\_

Received By \_\_\_\_\_ Planning Commission Meeting Date \_\_\_\_\_

## SCHEDULE/PROCESS

### 1. Submit Application

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

### 2. Planning Commission

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

### 3. County Council

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

**Description of Need for Proposed Text:** Elevated Tanks are normally 120 to 150 feet tall, and the elevated tank height is dependent on the ground elevation and water system hydraulic grade line.

We offer the following information to support the text amendment: Lancaster County Water and Sewer District (LCWSD) charter allows LCWSD to provide water and sewer service to the unincorporated areas of Lancaster County. LCWSD sites elevated water storage tanks based to topographical elevations and water system hydraulics throughout the County which prohibits LCWSD from siting them by zoning district. We simply must site the tank at the best location for system hydraulics and topography considerations. Also, looking for available property is a challenge in high growth areas. LCWSD is subject to SC Department of Health and Environmental Control Regulations which require maintenance of elevated water tanks to meet drinking water standards and elevated tank design and maintenance standards. There will never be a situation where a tank is left standing and in disrepair to become a safety issue. SC DHEC would require the tank to be taken out of service and removed if it became a drinking water liability. Elevated Tanks are designed according to the American Water Works Association (AWWA) Standard D-100 per SC DHEC regulation R.61.58.4C2a. "Steel structures shall be designed in accordance with current AWWA Standard D-100". AWWA Section 4.7 Tank Stability Against Overturning states "The tank stability against overturning shall be checked as outlined in Section 3.8.3, 12.4, and 12.5 with the tank empty and maximum wind load. If applicable, stability under seismic loading shall also be checked with the tank full". The most conservative analysis is applying the wind load with the tank empty and applying the seismic load with the tank full. Section 12.5.1 Overturning stability states "The size of the foundation shall be sufficient to maintain bearing pressures below the ultimate bearing capacity of the soil when subjected to an overturning moment equal to 1.5 times the overturning moment determined for wind or seismic loads". It is required that the safety factor of elevated tank design is very stringent with built in safety factors which far exceed the standard building code. Elevated water tanks are normally operated with substantial water in them (more than ½ full) and are only drained for inspections and maintenance which are highly regulated and monitored events done during appropriate weather conditions.



# The Lancaster News

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

## CORRECTED PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, *the Lancaster County Council will conduct public hearings on Tuesday, April 11, 2023, for the below items.* These hearings were originally advertised for Monday, April 10, 2023; however, that is an official County holiday and so the regularly scheduled Council meeting was moved from that date. 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. RESOLUTION 1231-R2023 / PLANNING CASE NUMBER: CU-2022-2447: Application by TWAS Properties, LLC and Gate Petroleum for a Conditional Use Permit for Minor Maintenance and Repair (Auto) at location 4138 Doby's Bridge Road (TM# 0013-00-015.00), for the purpose of developing an automated car wash.(a/k/a Tidal Wave Auto Spa)
2. ORDINANCE 2023-1843 / PLANNING CASE NUMBER: UDO-TA-2023-0188: Application by Lancaster County Water & Sewer District for an amendment to Section 2.4, regarding building heights, requesting an exemption for LCWSD water tanks.

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) 416-9508 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 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.mylancaster.org/>), email to [SSimpson@lancaster.org](mailto:SSimpson@lancaster.org), 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.

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 March 25th 2023.

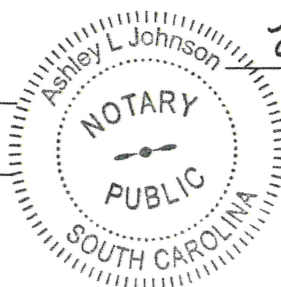
SWORN to before me this 27th day of

March, 2023  
Ashley L Johnson

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

Newspaper Rep Signature

Kristi Rose





## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2023-1844

Contact Person / Sponsor: Ginny L. Merck-Dupont / County Attorney

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Whether to grant an easement to Duke Energy Carolinas, LLC ("Duke Energy") for the purpose of providing electrical service and communication lines to 1112 Elliott Street.

Duke Energy received a request for service to the property adjacent/near the County's property, the Laurie Brice Soccer Field. In order to provide service to the requesting customer, Duke Energy will need to obtain a new easement agreement from the County to install facilities across County property located at 1140 Elliott Street. An easement is needed from the County to allow Duke Energy to install, maintain and access the facilities.

### **Points to Consider:**

The easement agreement is Exhibit A to Ordinance 2023-1844.

Parks and Recreation Director, Chris Clouden, has seen the easement map and has stated that the easement will not interfere with anything at the field because the easement itself is out of the way and that the field is not being utilized right now.

### **Funding and Liability Factors:**

There are no funding issues in regards to the easement.

### **Recommendation:**

Approve the easement agreement.

### **ATTACHMENTS:**

| Description                                 | Upload Date | Type            |
|---------------------------------------------|-------------|-----------------|
| Ordinance 2023-1844                         | 4/4/2023    | Ordinance       |
| Exhibit A to Ordinance 2023-1844 - Easement | 4/6/2023    | Exhibit         |
| Easement Map                                | 3/29/2023   | Backup Material |

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STATE OF SOUTH CAROLINA       )  
                                                  )  
COUNTY OF LANCASTER        )

**ORDINANCE NO. 2023 - 1844**

**AN ORDINANCE**

**TO APPROVE AN EASEMENT GRANT TO DUKE ENERGY CAROLINAS, LLC UPON REAL PROPERTY OWNED BY LANCASTER COUNTY AND LOCATED AT 1140 ELLIOTT STREET BEARING TAX PARCEL NUMBER 0082D-0K-020.00 AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EFFECTUATE THE GRANT OF THE EASEMENTS AND TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.**

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

**Section 1.     Findings and determinations.**

Council finds and determines that:

- (1) Lancaster County (the “County”) owns land at tax parcel number 0082D-0K-020.00.
- (2) To provide appropriate power infrastructure to an adjacent property, Duke Energy Carolinas, LLC (“Duke Energy”) wishes to provide both overhead and underground facilities across the County’s property, allowing Duke Energy to provide the transmission and distribution of electrical energy for the purpose related to the operation of the electric facilities and for communication purposes of Incumbent Local Exchange Carriers (“Facilities”).
- (3) Duke Energy requires a strip of land thirty feet (30’) in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20’) in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10’) wide on all sides of the foundation of any of Duke Energy’s enclosure/transformer, vault and/or manhole.
- (4) The County desires to grant utility easements rights over a portion of the County property so Duke Energy may construct and maintain overhead and underground electrical facilities.
- (5) The easement grant is in the best interest of the County and is in furtherance of the development and improvement of a county asset, the new soccer complex on Harrisburg Road.
- (5) It is the purpose of this ordinance to approve the easement grant from the County to Duke Energy.

**Section 2.      Approval of right-of-way easements.**

Council authorizes and approves the grant of the easements to Duke Energy for the construction, management, and maintenance of an underground and overhead electrical facilities over and upon Tax Map No. 0082D-0K-020.00 as described in Section 1.

The form of the Easement instrument is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the easements are incorporated herein by reference as if the easements were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Easement instrument on behalf of the County. By adoption of this ordinance, Council approves the easement instrument and all its terms, provisions and conditions. The easement instrument is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the easement instrument, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement instrument attached to this ordinance.

**Section 3.      Authority to act.**

The Council Chair, the Clerk to Council, the County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

**Section 4.      Severability.**

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

**Section 5.      Conflicting provisions.**

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

**Section 6.      Effective date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

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Steve Harper, Chair, County Council

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Billy Mosteller, Secretary, County Council

ATTEST:

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Sherrie Simpson, Clerk to Council

First Reading: April 11, 2023  
Second Reading: April 24, 2023  
Public Hearing: April 24, 2023  
Third Reading: May 8, 2023

Approved as to form:

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Virginia L. Merck-Dupont, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**Exhibit A to Ordinance No. 2023-1844**

**Duke Energy Right of Way -Elliot Street Easement Agreement  
Lancaster County to Duke Energy Carolinas, LLC**

Tax Map No. 0082D-0K-020.00

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Prepared by: Duke Energy Carolinas, LLC  
Return To: Duke Energy Carolinas, LLC  
Attn: Marie Laine  
PO Box 6318  
High Point, NC 27262

Parcel # 0082D-0K-020-00

## EASEMENT

State of South Carolina  
County of Lancaster

THIS EASEMENT ("Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from **LANCASTER COUNTY, a politic of the state of South Carolina** ("Grantor", whether one or more), to **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company ("Grantee").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in that instrument recorded in **Deed Book S6, Page 7-8**, also shown on a Plat", as recorded in **Plat No. 6438** Lancaster County Register of Deeds ("**Property**").

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land thirty feet (30') in uniform width for the overhead portion of said Facilities and a strip of land twenty feet (20') in uniform width for the underground portion of said Facilities, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.

3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. The rights granted in this Easement include the right to install Facilities wherever needed on the Property to serve future development on the Property and adjoining lands. Portions of the Facilities may be installed immediately, and other portions may be installed in the future as the need develops. Facilities installed in the future shall be installed at locations mutually agreeable to the parties hereto if they are to be located outside of the Easement Area. Upon any future installations of Facilities at mutually agreed locations, the Easement Area shall be deemed to include such future locations.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.



IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Witnesses:

**LANCASTER COUNTY, a politic of the state  
of South Carolina**

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
Dennis E. Marstall, Lancaster County  
Administrator (SEAL)

\_\_\_\_\_  
(Witness #2)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, State of \_\_\_\_\_, certify that Dennis E. Marstall, as Lancaster County Administrator of LANCASTER COUNTY, a politic of the state of South Carolina, personally appeared before me this day and acknowledged the due execution of the forgoing EASEMENT.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2023-1846

Contact Person / Sponsor: John Bodner / Administration and Chris Clouden / Parks & Recreation

Department: Attorney

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Adopt criteria by which County Council will consider in the naming or renaming of County property and facilities.

### **Points to Consider:**

Lancaster County has numerous assets of real property and facilities, particularly in the parks and recreation department, that can be utilized to honor local residents or even monetized to maximize revenue for the County.

The County recently added two new athletic / soccer complexes, plus renovated the Indian Land Recreation Center. In addition, the County is embarking on the construction of a new 84-acre regional park and new Detention Facility.

These new facilities, plus others planned, give the County Council an opportunity to determine names for these new facilities.

There are a myriad of ways the County Council can approach naming of County property and facilities, with this proposed ordinance identifying some criteria or parameters to consider.

This ordinance outlines a general naming policy, but would be used in tandem with an administrative policy related to sponsorships, for the instance when sponsorships can be parlayed into naming rights that would be presented to County Council.

### **Funding and Liability Factors:**

Naming of public property or facilities can evoke a lot of emotions depending on the name and rationale utilized. Having a policy and transparent process can mitigate any concerns for how names are determined.

The only funding factor is having expenses to pay for signage and potential advertising. However, there could be significant revenue generated based on sponsorship opportunities with naming rights.

### **Recommendation:**

Approve ordinance.

### **ATTACHMENTS:**

| Description             | Upload Date | Type      |
|-------------------------|-------------|-----------|
| Ordinance No. 2023-1846 | 4/6/2023    | Ordinance |

STATE OF SOUTH CAROLINA                     )  
                                                                   )       **ORDINANCE NO. 2023-1846**  
COUNTY OF LANCASTER                     )

**AN ORDINANCE**

**ESTABLISHING A POLICY AND PROCEDURE FOR NAMING COUNTY-OWNED PROPERTIES OR STRUCTURES.**

**WHEREAS**, naming opportunities for County-owned properties or structures exist to recognize extraordinary efforts, accomplishments, service, generosity, geography, history and natural elements which are valuable to Lancaster County; and

**WHEREAS**, naming opportunities for County-owned properties or structures are expected to reflect the history, tradition and values of Lancaster County; and

**WHEREAS**, Lancaster County Council has determined that it is in the best interest of the Citizens of Lancaster County for there to be a written policy and procedure for naming County-owned properties or structures to ensure that naming practices properly reflect the history, tradition and values of Lancaster County.

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

**SECTION I.           Title**

Lancaster County Code of Ordinances is hereby amended to add a section entitled “Naming of County-Owned Properties or Structures” as follows:

**A.     Objective.**

To set the policy and guidelines for official naming of County owned properties or structures.

**B.     Policy and Priorities.**

Council may receive recommendations as to the naming of County-owned properties or structures from the public, staff and related advisory bodies. All final decisions on naming or renaming of any County owned property or structures will be made by County Council in its sole and complete discretion.

**C.     Guidelines.**

(1) Naming:

- a) Properties or structures owned by the County may be named for an elected or appointed public official or public employee.
- b) Properties or structures owned by the County may be named for areas of geographic interest located within Lancaster County.

- c) Properties or structures owned by the County may be named for persons or events of historical or patriotic significance in the United States provided they are related to Lancaster County.
- d) Properties or structures owned by the County may be named for nature or wildlife which are indigenous to Lancaster County.
- e) Properties or structures, owned by the County may be named for individuals who, in the opinion of Council, have made exceptional contributions to the community by having met one or more of the following:
  - 1. Contribution which resulted in the long-term health and/or well being of the people of Lancaster County.
  - 2. Must not have any other property or structures named for them in the County.
  - 3. Nominated individuals must be supported by five letters of recommendation from groups, individuals or communities within the County.
  - 4. Individual must have been actively involved in Lancaster County community affairs for no less than 10 years.
  - 5. Contribution of individual must be of an exceptional quality and/or significance.
  - 6. Nominated individual must be deceased for a minimum of three (3) years.
  - 7. Efforts of individual must have made a lasting, significant contribution to the County's goals and objectives.
  - 8. Vote by County Council must be unanimous.
- f) Properties or structures owned by the County may be named for individuals or groups who have made significant donations of land, money or facilities to the County.
  - 1. Any individual or group that donates a significant amount of money or land may be eligible for naming rights to said property.
  - 2. When a property or structure is named in recognition of an honoree, that name will generally be effective for the useful life of the structure or the designated use of the area; however, the length of time that a property or structure named for the designated individual or group will be determined by County Council.
  - 3. When the proposed naming of a property or structure is in honor of an individual, the complete name of the individual must be used. The last name of the individual so honored may be used in referring informally to the facility.
  - 4. A portion of the facility, such as a meeting or conference room, or other public space may also be named in honor of such individual or group.

(2) Renaming:

- a) Renaming of a property or structure may occur when a property that has been named in honor of an individual has reached the end of its useful life and will

be replaced or substantially renovated. The replaced or renovated structure may be renamed in recognition of another honoree per the criteria set forth herein.

- b) Properties or structures may be renamed when they have been designated for another use and may be named in recognition of a different honoree.
- c) Appropriate recognition of earlier honorees shall be included in or adjacent to the newly renovated property as well as on any redeveloped property.
- d) County Council may make a final decision on any renaming for any reason at any time.

(3) Nominations:

- a) Nominations for naming of County owned properties or structures may be submitted to the Clerk to County Council in writing, accompanied by a justification for the recommended honoree.
- b) Requests will be reviewed by the County Administrator and other appropriate staff before being submitted to County Council.

- (4) Proposed name must be in good taste per local community standards and must not be insulting or derogatory.

**SECTION II.**            **Severability**

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

**SECTION III.**            **Conflicting Provisions**

To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County Ordinances, the provisions contained in this Ordinance supersedes all other provisions and this Ordinance is controlling.

**SECTION IV.**            **Effective Date of Ordinance**

This Ordinance is effective upon passage of Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Steve Harper, Chair, County Council

\_\_\_\_\_  
Billy Mosteller, Secretary, County Council

**ATTEST:**

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Sherrie Simpson, Clerk to Council

First Reading: April 11, 2023  
Second Reading: April 24, 2023  
Third Reading: May 8, 2023  
Public Hearing: May 8, 2023

Approved as to form:

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Virginia Merck-Dupont, County Attorney



## Agenda Item Summary

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Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

Whether to appoint Maureen Johnson to the Keep Lancaster County Beautiful Committee as the District 4 representative. If appointed, she would be filling an unexpired term that would end on 06/30/2023 AND filling her first four year term that would end on 06/30/2027.

Whether to appoint M. David Aspesi to the Recreation Advisory Board as the District 4 representative. Currently, Mr. Aspesi is representing District 7 on the Recreation Advisory Board, but due to redistricting, would like to move to representing District 4, which will leave the appointment for District 7 open. If appointed as the District 4 representative, he would be filling an unexpired term that would end on 06/30/2023 AND filling his first four year term that would end on 06/30/2027.

Whether to appoint Gary Wayne Alden to the Board of Zoning Appeals (BZA) as the District 4 representative. If appointed, he would be filling an unexpired term that would end on 06/30/2023 AND filling his first four year term that would end on 06/30/2027.

Whether to appoint Kelly Collins to the Health and Wellness Commission as the District 4 representative. If appointed, she would be filling an unexpired term that would end on 06/30/2023 AND filling her first four year term that would end on 06/30/2027.

### **Points to Consider:**

Maureen Johnson's, M. David Aspesi's, Gary Wayne Alden's, and Kelly Collins' applications are attached for Council's review and consideration.

### **Funding and Liability Factors:**

N/A

### **Recommendation:**

Approve the appointments.

### **ATTACHMENTS:**

| Description                                                                        | Upload Date | Type            |
|------------------------------------------------------------------------------------|-------------|-----------------|
| Application from Maureen Johnson for the Keep Lancaster County Beautiful Committee | 4/3/2023    | Backup Material |
| Application from M. David Aspesi for the Recreation Advisory Board                 | 4/3/2023    | Backup Material |
| Application from Gary Wayne Alden for the Board of Zoning Appeals (BZA)            | 4/3/2023    | Backup Material |
| Application for Kelly Collins for the Health and Wellness Commission               | 4/3/2023    | Backup Material |

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

Name Maureen Johnson County Council District 4

Mailing Address \_\_\_\_\_ City/Zip Indian Land / 29707

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Legal Assistant (Ret.) Place of employment Not currently employed

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

**Name of Board or Commission in which you are interested**

1st choice Keep Lancaster County Beautiful 2nd choice Community Relations Committee

3rd choice \_\_\_\_\_

**Reason for interest**

I am now retired and would like to contribute my time to helping Lancaster County where I live.

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

I am an amatuer designer/decorator, and I want to keep Lancaster County beautiful. Also, I have worked on community relations in the political arena for years.

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

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

**Additional pertinent information**

Applicant's signature Maureen Johnson Date 3/12/2023

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

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

LANCASTER COUNTY BOARDS & COMMISSIONS  
APPLICATION FOR SERVICE

Name M David Aspesi County Council District 4

Mailing Address \_\_\_\_\_ City/Zip 29707

Street Address \_\_\_\_\_ Registered Voter yes X no \_\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Property Management Place of employment Nicalyn LLC

Address 5031 Reagan Ln Fort Mill, SC 29707 Normal working hours 8-4  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice RAB (Recreation Advisory Board) 2nd choice BZA (Board of Zoning Appeals)

3rd choice \_\_\_\_\_

Reason for interest

To serve my community.

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

Having served on a Board and in many other community activities, I feel I have the knowledge and experience to best help my community. I have over 20 years experience as a civil servant and have owned and managed multiple businesses. Education - BA in social sciences, masters degree in management and professional certificate in education (history).

Do you presently serve any State, County or Municipal Boards? Yes \_\_\_\_\_ If yes, list RAB

Have you ever served on a county board? Yes \_\_\_\_\_ If yes, list RAB

Additional pertinent information

Applicant's signature  Date 3/12/2023  
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

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

Name Gary Wayne Alden County Council District 4

Mailing Address \_\_\_\_\_ City/Zip Indian Land SC 29707

Street Address \_\_\_\_\_ Registered Voter yes<sup>x</sup>\_\_\_\_ no\_\_\_\_

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Business Ower Place of employment Pool Design Consultants, Inc.

Address 5667 Notch Peak Avenue Indian Land SC 29707 Normal working hours 0900-1600  
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

**Name of Board or Commission in which you are interested**

1st choice Zoning Review Board 2nd choice Recreation

3rd choice \_\_\_\_\_

**Reason for interest**

With the explosive growth happening in the 4th district, I think it is a worthy effort to balance out the history of this area with the pressures of this growth, ensuring that the zoning protections remain in place while ensuring that those protections are currently interpreted.

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

My resume and career details are attached.

I have 30+ years of design and construction administration services for aquatic venues. Inherent in the work is determining user needs, assessing land suitability, developing budgets, applying codes and regulations, and developing details

Alternate school board member for Christ Covenant in Charlotte. Developed long range planning for Christ

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

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

**Additional pertinent information**

Applicant's signature Gary Wayne Alden Date 3/12/2023

Receipt of applica... an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

# LANCASTER COUNTY BOARDS & COMMISSIONS APPLICATION FOR SERVICE

Name Kelly Collins County Council District 4

Mailing Address \_\_\_\_\_ City/Zip Fort Mill 29707

Street Address \_\_\_\_\_ Registered Voter yes ☒ no ☐

Tel. Number (home) \_\_\_\_\_ (work) \_\_\_\_\_ (other) \_\_\_\_\_

Email: \_\_\_\_\_

Occupation Orthodontist Place of employment Indian Land Orthodontics

Address 6237 Carolina Commons Dr; Indian Land 29707 Normal working hours 7-5

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

## Name of Board or Commission in which you are interested

1st choice Health & Wellness Commission 2nd choice \_\_\_\_\_

3rd choice \_\_\_\_\_

## Reason for interest

During these past three years, I've seen significant changes in peoples physical, mental, moral and emotional health. The most obvious change has been the increase in weight, especially in our youth. As a dentist I have seen an increase in cavities, despite fluoride, and broken teeth are abundant. I would like to be part of a team engaging in meaningful preventive health measures, and in doing so, helping to improve the health and well-being of each individual. As an active community member, I believe it is important to give back to the community as a way of saying thank you. As a Rotarian, I truly believe "service above self."

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

As a successful small business owner of two independently owed orthodontic practices, I am one of two expert orthodontists who serve on two cleft-lip and palate and craniofacial teams in Charlotte. As a healthcare professional, I understand the importance of collaboration, discussions, and a willingness to listen to others while not being afraid to present ideas. Academically, I attended Harvard School of Dental Medicine, worked at the NIDR-NIH and graduated from Ohio State's Orthodontic Residency Program. My volunteer experience includes Rotary International, Mel's Diner (a refuge program), and Interfaith Basketball League (IFBL) coach and board member. As vice president of IFBL, I had the opportunity to

Do you presently serve any State, County or Municipal Boards? no If yes, list \_\_\_\_\_

Have you ever served on a county board? no If yes, list \_\_\_\_\_

## Additional pertinent information

Applicant's signature Kelly Collins Date 03/20/2023

Receipt of applica. \_\_\_\_\_ an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

## Agenda Item Summary

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Ordinance # / Resolution #: Ordinance 2022-1831 / Planning Case Number: RZ-2022-1759 - POSTPONED UNTIL THE 6/12/2023 MEETING

Contact Person / Sponsor: M. Blaszyk / Planning

Department: Planning

Date Requested to be on Agenda: 4/11/2023

### **Council Action Requested:**

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

### **Points to Consider:**

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

The proposed INS District is generally consistent with the surrounding area which is comprised of INS and LDR Districts.

Lancaster County Water and Sewer District may require an off-site waterline extension. The applicant intends to serve the site with an onsite septic system.

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

### **Funding and Liability Factors:**

Not applicable

### **Recommendation:**

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

Staff also recommended approval.

This item was deferred by Council at the November 14th, 2022 First Ordinance Reading to January 9, 2023. The deferral was made to provide the applicant more time to demonstrate how site access and onsite parking/circulation will be successfully employed relative to the curving alignment of Doby's Bridge Road. The applicant has worked with a traffic and civil engineer to develop an updated concept plan addressing these concerns. The applicant has also coordinated with SCDOT staff for preliminary feedback on their proposed site access. These efforts have shifted the proposed site access further eastward when compared to the original concept plan shared in November.

The updated (non-binding) concept plan is attached.