

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

March 27, 2023

6:00 PM

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

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Terry Graham**

4. **Approval of the Agenda**

[deletion and additions of non-substantive matter]

5. **Special Presentations**

- a. Presentation on the Solid Waste Study Phase II - Presentation by Jeff Catoe, Director of Public Works, and Mark Shumpert, PE KCI Technologies
- b. Presentation on the Highway 521 Corridor Study - David Hooper, RFATS Director, Rock Hill - Fort Mill Area Transportation Study

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 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 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. - **Dennis Marstall/Chris Clouden**

8. Non-Consent Agenda

- a. 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 Fulk**
- b. 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. - **Brian Fulk**
- c. 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. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment. Passed 6-1 at the February 13, 2023 County Council Meeting (Opposed: Jose Luis). Passed 6-1 at the March 13, 2023 County Council Meeting (Opposed: Jose Luis). - Allison Hardin**
- d. 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. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment. Motion to Postpone until the March 27, 2023 Council Meeting. - Allison Hardin**

9. Discussion and Action Items

- a. 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)

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. 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.

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

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

Agenda Item Summary

Ordinance # / Resolution #: NA

Contact Person / Sponsor: Jeff Catoe / Public Works / Mark Shumpert, KCI Technologies

Department: Public Works

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Receive an informational update from the findings of the Solid Waste study Phase II, regarding convenience sites.

Points to Consider:

Phase II of the three-phase study focuses mostly on the 12 county-wide convenience sites.

The presentation will highlight the ownership and size/capacity of the current sites, and include proposals for the evaluation and creation of new sites, including a replacement for the Lynwood Drive site.

Presentation will also propose extending the convenience site hours and costs associated with enhanced service hours.

Funding and Liability Factors:

Phase II of the study is funded in the fiscal year budget.

Adding a convenience site or expanding current sites will have various cost implications, as well as determining if the county would like to pursue ownership of convenience sites that are currently being rented.

Expanding convenience site service hours will require additional part-time staff at most sites and would have a total cost of \$290,304 per year in personnel costs.

Recommendation:

Provide input to continue the third phase of funding the Solid Waste Study, as well and provide feedback on a future convenience site to replace the Lynwood Drive site and expand convenience site hours.

ATTACHMENTS:

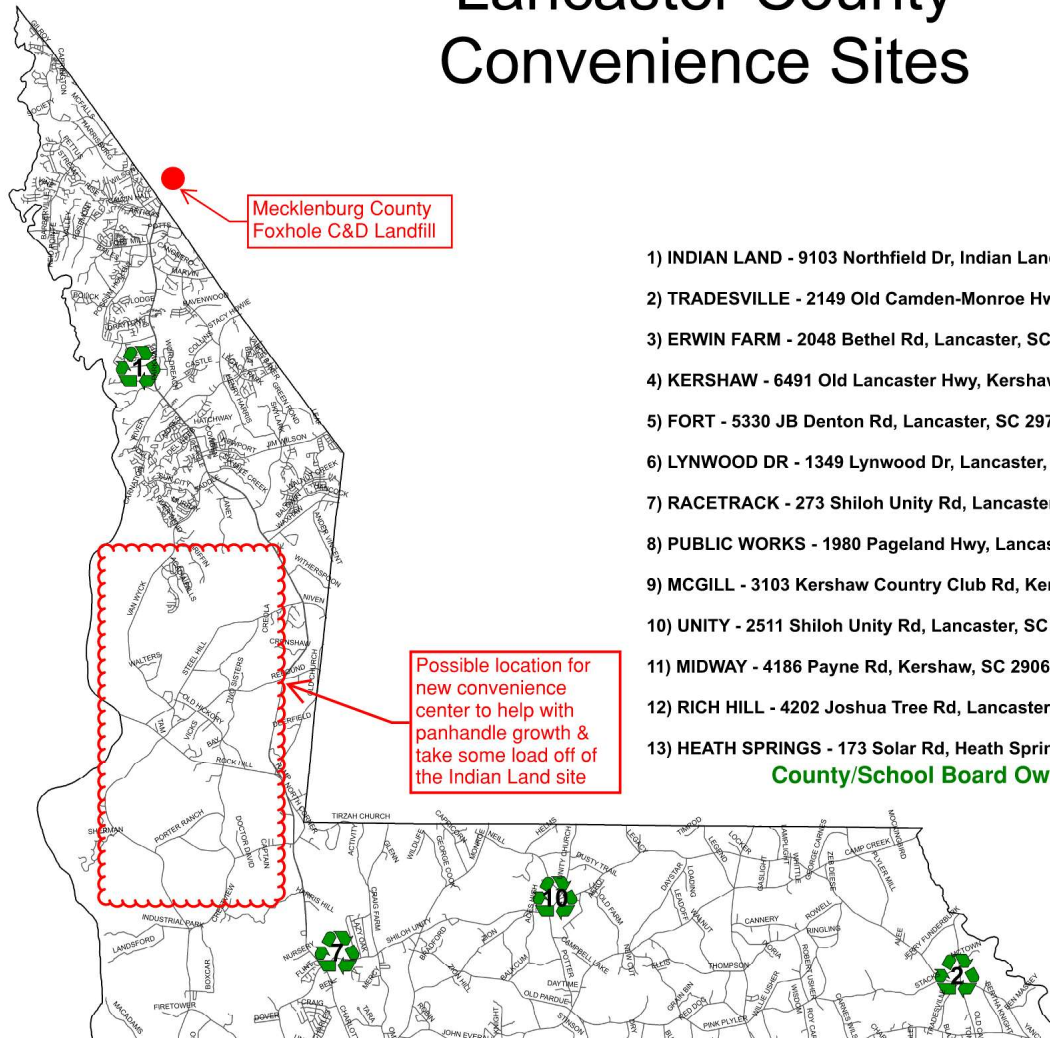
Description	Upload Date	Type
Power Point Presentation	3/23/2023	Presentation

Lancaster County Public Works Solid Waste Presentation

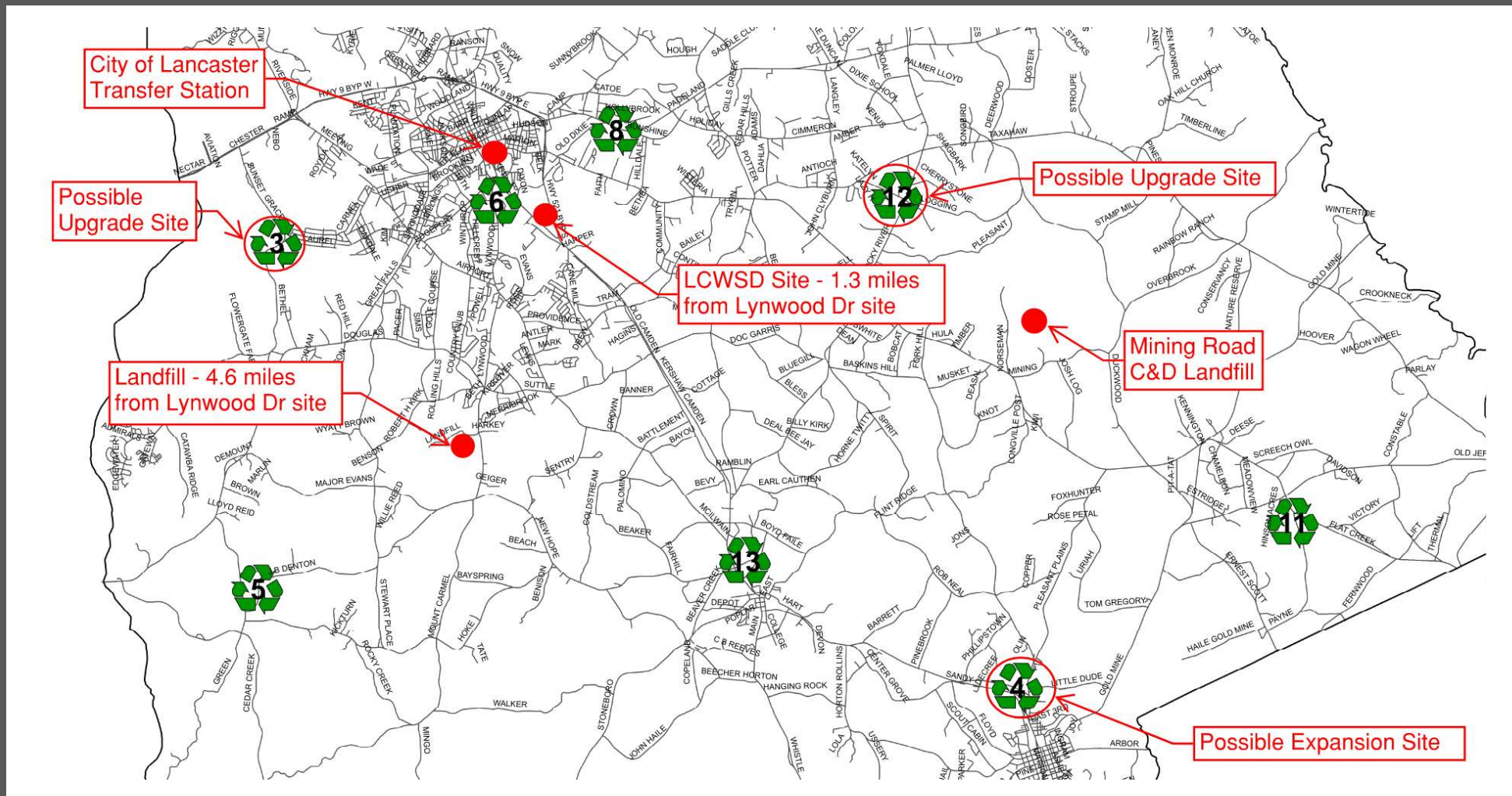
March 2023

KCI Technologies, Inc

Lancaster County Convenience Sites



- 1) INDIAN LAND - 9103 Northfield Dr, Indian Land, SC 29707 **Owned**
- 2) TRADESVILLE - 2149 Old Camden-Monroe Hwy, Lancaster, SC 29720
- 3) ERWIN FARM - 2048 Bethel Rd, Lancaster, SC 29720 **Owned**
- 4) KERSHAW - 6491 Old Lancaster Hwy, Kershaw, SC 29067 **Owned**
- 5) FORT - 5330 JB Denton Rd, Lancaster, SC 29720
- 6) LYNWOOD DR - 1349 Lynwood Dr, Lancaster, SC 29720 **County/City Owned**
- 7) RACETRACK - 273 Shiloh Unity Rd, Lancaster, SC 29720
- 8) PUBLIC WORKS - 1980 Pageland Hwy, Lancaster, SC 29720
- 9) MCGILL - 3103 Kershaw Country Club Rd, Kershaw, SC 29067 **Owned**
- 10) UNITY - 2511 Shiloh Unity Rd, Lancaster, SC 29720
- 11) MIDWAY - 4186 Payne Rd, Kershaw, SC 29067
- 12) RICH HILL - 4202 Joshua Tree Rd, Lancaster, SC 29720
- 13) HEATH SPRINGS - 173 Solar Rd, Heath Springs, SC 29058 **County/School Board Owned**



Lancaster County Solid Waste Convenience Centers													
Accepted Recyclables & non-MSW by Site													
		Aluminum Cans	Scrap Metal	Paper	Cardboard	Yard Brush	Electronics	Tires	Motor Oil	Cooking Oil	Paint	Batteries	Mattresses
SITE:	Owned or Leased												
Indian Land	Own	x	x	x	x	x	x	x	x	x	x	x	x
Tradesville	Lease	x	x	x	x			x	x	x	x	x	x
Erwin Farm	Own	x	x	x	x	x		x	x	x	x	x	x
Kershaw	Own	x	x	x	x			x	x	x	x	x	x
Fort	Lease	x	x	x	x			x	x		x	x	x
Lynwood Dr	Own (split with City)	x	x	x	x	x			x	x	x	x	x
Racetrack	Lease	x	x	x	x	x		x	x	x	x	x	x
McGill	Own	x	x	x	x	x		x	x	x	x	x	x
Unity	Lease	x	x	x	x			x	x	x	x	x	x
Midway	Lease	x	x	x	x	x		x	x	x	x	x	x
Rich Hill	Lease	x	x	x	x	x		x	x	x	x	x	x
Heath Springs	Own (school board)	x	x	x	x	x		x	x	x	x	x	x



SOLID WASTE/CONVENIENCE SITE HOURS OF OPERATION

BEGINNING MONDAY, NOVEMBER 2, 2020

All of the below hours are subject to change due to capacity, landfill closures or weather.
All sites are CLOSED on Sundays

SITE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
INDIAN LAND	9 AM - 6 PM	CLOSED	9 AM - 2 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
TRADESVILLE	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
ERWIN FARM	9 AM - 6 PM	CLOSED	9 AM - 2 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
KERSHAW	9 AM - 6 PM	CLOSED	9 AM - 2 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
FORT	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	CLOSED
LYNWOOD	9 AM - 6 PM	CLOSED	9 AM - 2 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
RACETRACK	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
HEATH SPRINGS	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
McGILL	CLOSED	9 AM - 6 PM	CLOSED	9 AM - 6 PM	CLOSED	6 AM - 6 PM
UNITY	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
MIDWAY	9 AM - 6 PM	CLOSED	1 PM - 6 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
RICH HILL	9 AM - 6 PM	CLOSED	9 AM - 2 PM	CLOSED	9 AM - 6 PM	9 AM - 6 PM
* PUBLIC WORKS	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 4 PM	8 AM - 1 PM

* THE PUBLIC WORKS FACILITY ONLY ACCEPTS ELECTRONICS, RESIDENTIAL YARD DEBRIS/ LIMBS UNDER 6 INCHES IN DIAMETER, AND TIRES - LIMIT ONE LOAD PER DAY

Lancaster County Solid Waste Convenience Centers
FUNCTIONALITY SCORING MATRIX

	Distance to Nearest CC Site (miles)	2020 Traffic Count near CC (ADT)**	Available Land for Expansion	Customer & Attendant Health/Safety	Traffic Capacity*	Site Layout (lanes, signage, paint markings)	Pavement Condition	Structures Condition (fencing, walls)	Items Accepted
Indian Land	15	29,700	3	3	4	3	4	3	5
Tradesville	9	600	2	4	4	3	2	3	3
Erwin Farm	5	1,300	4	3	3	3	4	4	4
Kershaw	6	8,100	5	4	3	2	1	3	3
Fort	8	475	2	5	4	4	5	5	3
Lynwood Dr	5	16,300	2	2	2	1	4	3	3
Racetrack	5	1,050	2	3	3	3	3	4	4
McGill	8	350	4	5	4	4	4	3	4
Unity	5	1,650	2	3	2	2	2	2	3
Midway	8	2,900	3	4	4	3	4	3	4
Rich Hill	10	2,200	3	3	3	2	5	3	4
Heath Springs	7	8,500	3	3	4	2	2	2	4
		Weighting:	5%	5%	30%	25%	15%	5%	15%
			RANKING DEFINITIONS						
			1 = immediate improvements recommended						
			2 = minimally functional, make improvements as soon as possible						
			3 = moderately functional, improvements suggested						
			4 = mostly functional, some improvements warranted						
			5 = very functional, no improvements recommended						

SCORING			
Sum	Average	Weighted Score	
25	3.6	3.8	Indian Land
21	3.0	3.2	Tradesville
25	3.6	3.4	Erwin Farm
21	3.0	2.6	Kershaw
28	4.0	4.0	Fort
17	2.4	2.3	Lynwood Dr
22	3.1	3.2	Racetrack
28	4.0	4.0	McGill
16	2.3	2.2	Unity
25	3.6	3.7	Midway
23	3.3	3.2	Rich Hill
20	2.9	3.0	Heath Springs

LEGEND
0 - 2.5
2.6 - 3.0
3.1 - 3.5
3.6 - 3.9
4.0 - 5.0

* Traffic Capacity score is based on the actual traffic seen by the site, and not based on capacity for potential peak use due to increased population, etc.

** Using SCDOT traffic count data, and some sites' ADT is the sum of two nearby stations

Lynwood Dr
Convenience
Center, 1349
Lynwood Dr,
Lancaster





Lynwood Dr CC



Erwin Farm
Convenience
Center, 2048
Bethel Rd
Lancaster





Erwin Farm CC

Kershaw
Convenience
Center, 6491
Old Lancaster
Hwy





Kershaw CC

Rich Hill
Convenience
Center, 4202
Joshua Tree
Rd, Lancaster





Rich Hill CC



Water Sewer District Site vs. Closed Landfill

Collection site is an allowed use in Institutional, Industrial, and Rural Business districts

WSD & Landfill must both be rezoned from OSP (open space preservation)

WSD is adjacent to compatible zoning districts

Landfill is surrounded by Residential districts

Water Sewer District Site vs. Closed Landfill

Landfill is County-owned

WSD must be purchased

WSD is closer by several miles to the Lynwood Drive CC, and the more urbanized areas of Lancaster

WSD reservoir could possibly become a parks & recreation amenity

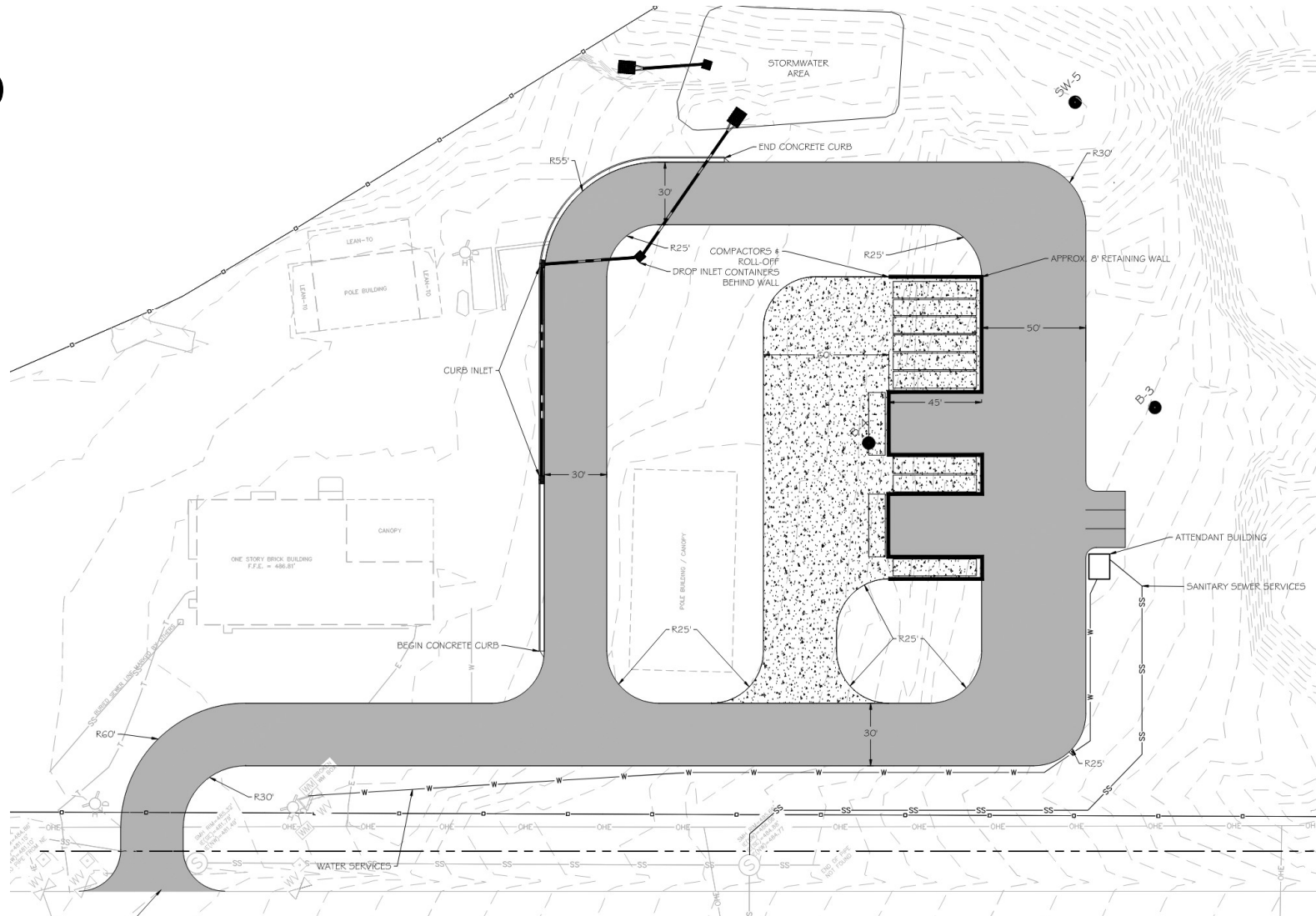
Former Water
Sewer District
Site, Hwy 521
Bypass,
Lancaster



Closed Landfill,
1283 Lynwood
Drive,
Lancaster



LCWSD Site Plan



LCWSD Preliminary Construction Cost Estimate
(does not include land purchase price, compactors, nor containers)

\$1,000,000

(includes \$50K allowance for attendant building and utilities)

ITEM	DESCRIPTION	QUANTITY	UNIT		
100	Mobilization	1.00	LS		
200	Traffic Control	1.00	LS		
300	Construction Staking	1.00	LS		
400	Cut to Fill (Haul offsite)	4,660.00	CY		
500	Finegrade Subgrade for Heavy Duty Asphalt Paving	4,750.00	SY		
600	Purchase and Place stone 10" Base for Asphalt	4,750.00	SY		
700	2" HMA Intermediate Course	4,750.00	SY		
800	2" HMA Surface Course	4,750.00	SY		
900	Finegrade for Concrete Paving	1,620.00	SY		
950	4" Stone Base(Concrete Paving)	1,620.00	SY		
1000	Concrete Paving	1,620.00	SY		
1100	8' Retaining Wall	415.00	LF		
1120	Electrical Allowance	1.00	LS		
GRAND TOTAL				\$950,000.00	

LCWSD Site Conditions



LCWSD Site Conditions

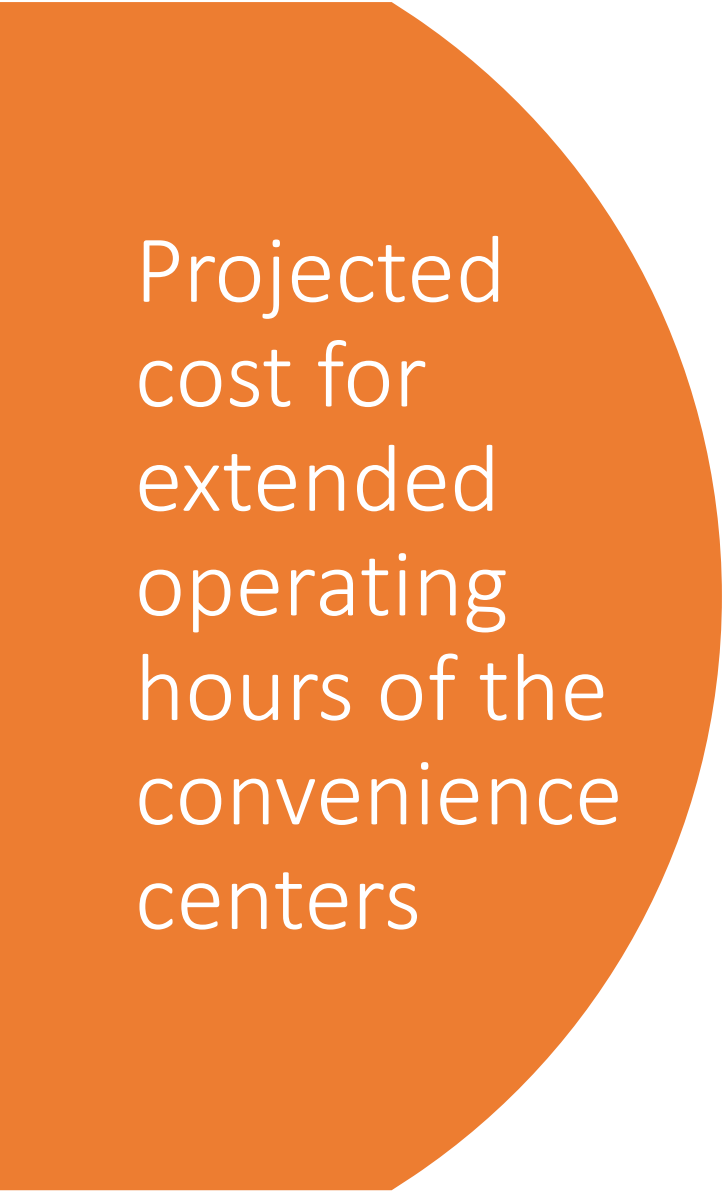


LCWSD Site Conditions



Closed Landfill Site Conditions



A large orange shape on the left side of the slide, consisting of a rectangle on the left and a semi-circle on the right.

Projected cost for extended operating hours of the convenience centers

- To have each site open five (5) days each week will require two (2) additional site attendants per site
 - For 12 sites, that is 24 additional hires, and for 18 hours per week at \$12/hr, that adds up to \$269,568 per year
 - Add in 72 paid holiday hours per attendant per year and the total annual cost is **\$290,304**
- 
- A yellow decorative line in the bottom right corner, consisting of several short, curved segments.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Dennis Marstall / Administration / David Hooper, RFATS / Bradley Reynolds, WSP Consulting

Department: Administration

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Council will receive an update on the Highway 521 Corridor Study that is being conducted by the Rock Hill - Fort Mill Area Transportation Study (RFATS).

Points to Consider:

This update will provide widening options and intersection changes being considered to add one lane in each direction in the corridor from the NC State line to Highway 75 (Waxhaw Highway).

Preliminary costs for different options of the proposed 8.5 mile project will be presented.

Funding and Liability Factors:

The total cost to widen the 8.5 mile stretch could exceed \$120 million.

Capital Projects Sales Tax Three includes \$9,660,000 in funding to help support the widening project from Marvin Road to the NC Border. Additional funding will need to be secured with RFATS assistance for this project to begin, once the final design has been completed.

Recommendation:

This item is for information only for Council and citizens.

ATTACHMENTS:

Description	Upload Date	Type
RFATS Highway 521 widening presentation	3/23/2023	Presentation

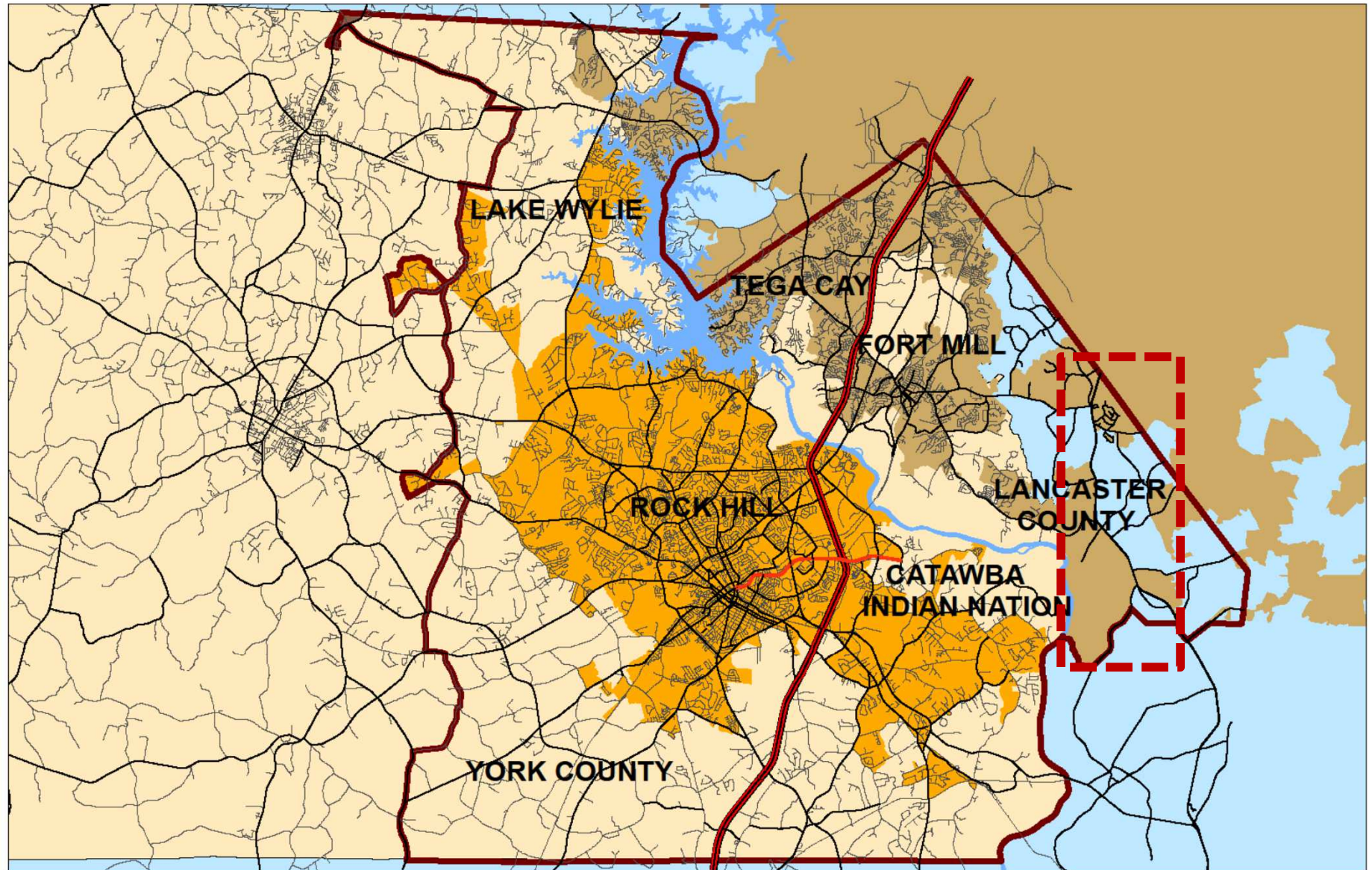
ROCK HILL – FORT MILL AREA TRANSPORTATION STUDY (RFATS)

**US 521 CORRIDOR EVALUATION
MARCH 27, 2023**

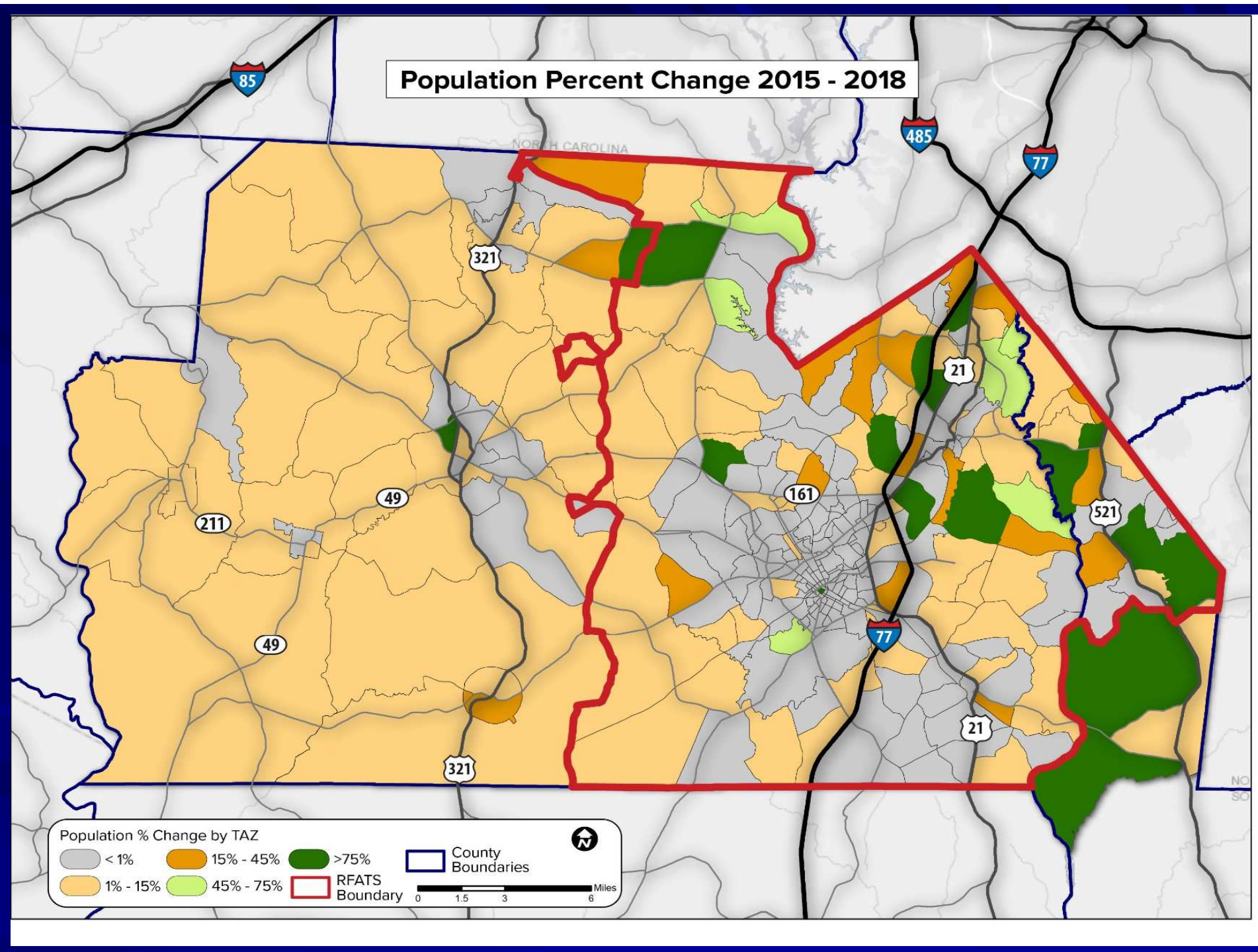
AGENDA

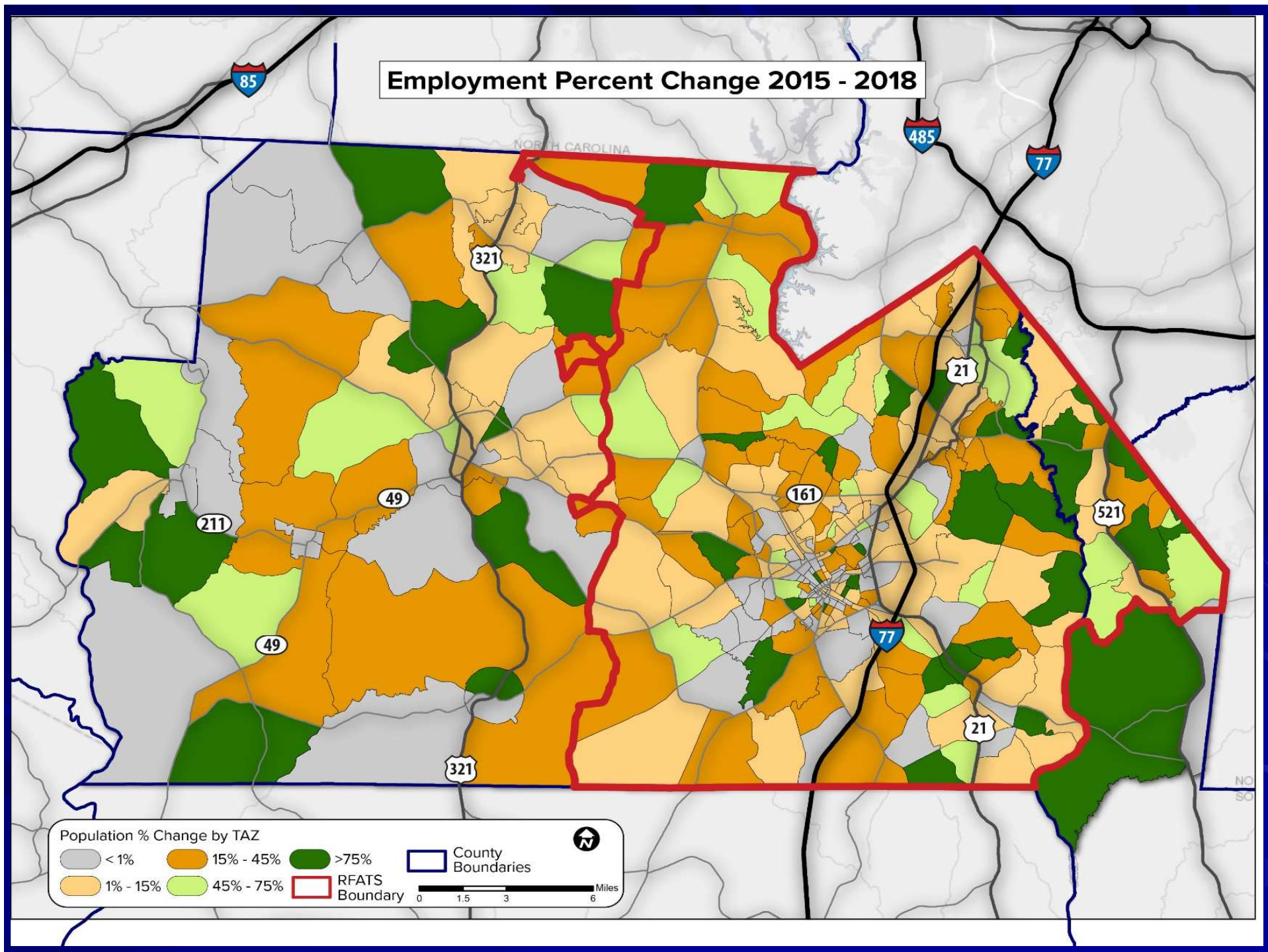
- **US 521 Corridor Overview**
- **Operating Conditions**
 - Congestion Management
 - Safety
 - Reliability
- **Alternative Configurations**
- **Next Steps**

RFATS STUDY AREA



Population Percent Change 2015 - 2018

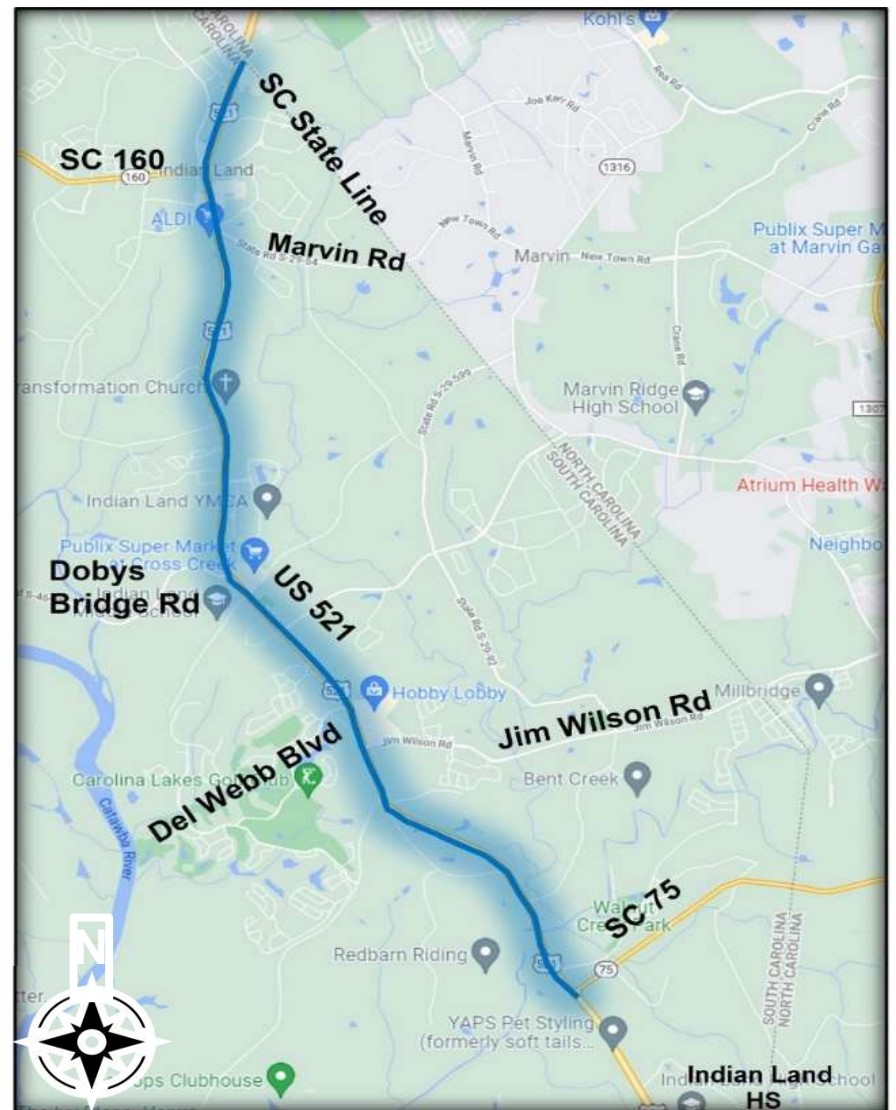




US 521 Corridor Study

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

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



Evaluation Criteria

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



US 521 CORRIDOR STUDY

■ Capacity Alternatives

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

Reduced Conflict Intersection Alternative

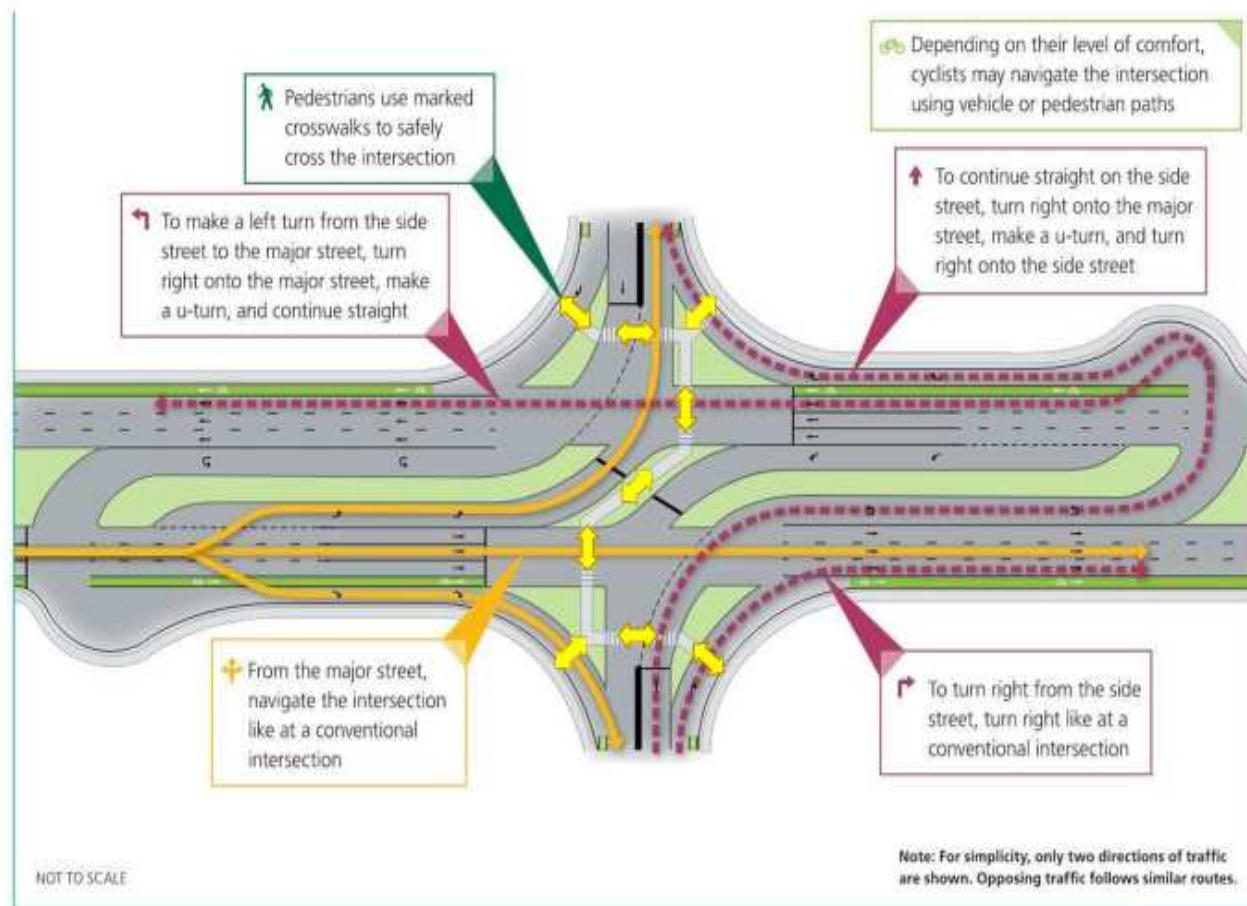
Benefits: Improved Safety, Increased Efficiency, Shorter Wait Times, Cost-Effective



2/2/2023

5

Navigating a RCI



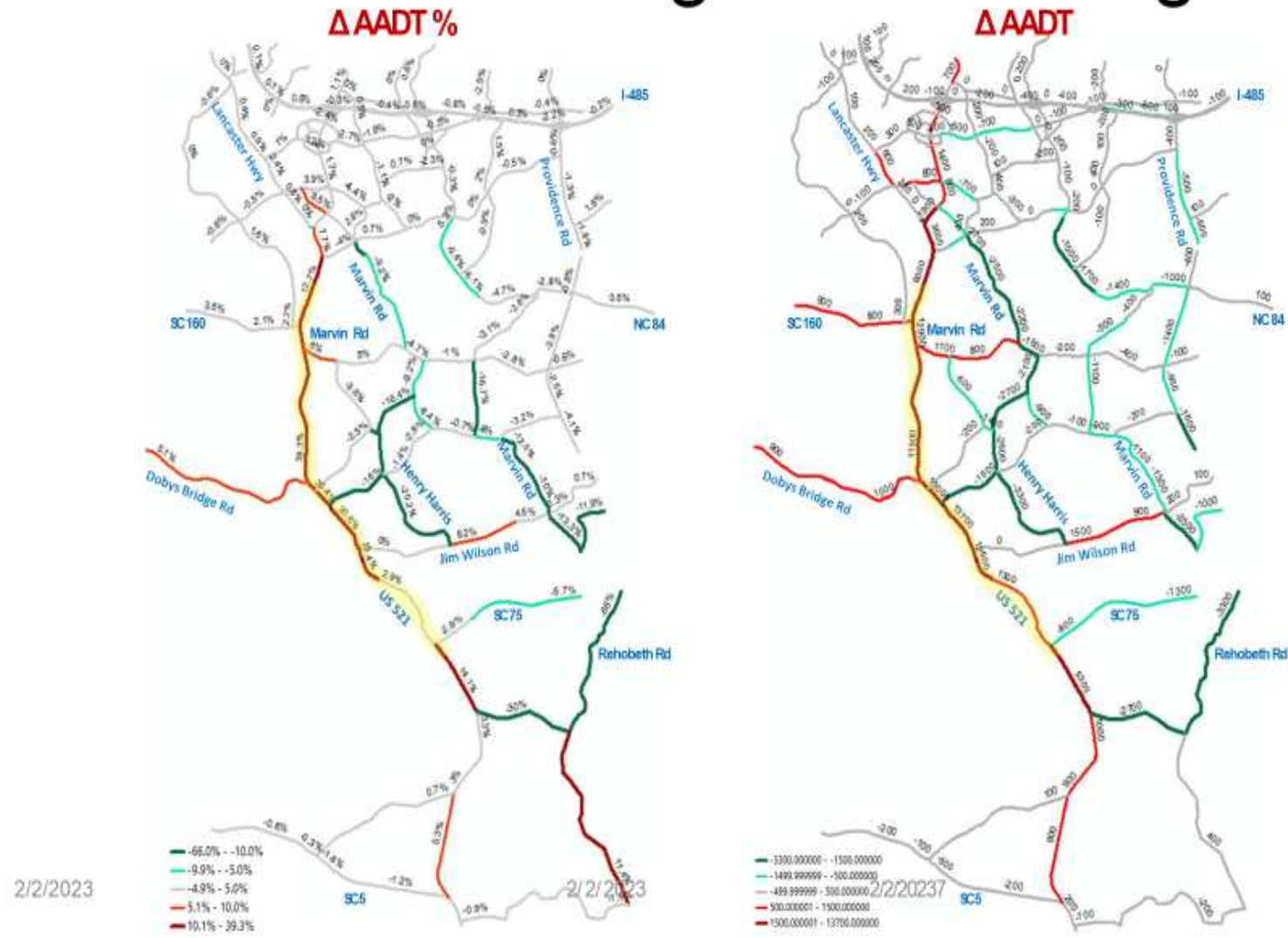
2/2/2023

Visit www.virginiadot.org/innovativeintersections to learn more.



6

US521 Widening Volume Changes

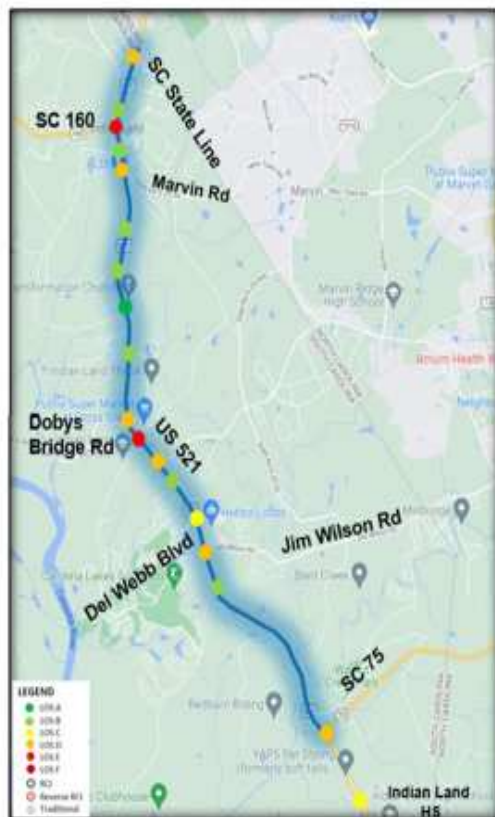


US521 Widening Volume Changes

US 521 Section / Parallel / Cross Street	MRM AADT (No-Build)	MRM AADT Change (Build)	MRM AADT % Change
US521 (Lancaster Hwy to Andrey Kell Rd)	47,000	+3,600	+8%
US521 (Andrey Kell Rd to SC160)	39,000 – 47,000	+6,000 to +8,300	+13 to +21%
US521 (SC160 to Jim Wilson Rd)	30,000 – 54,000	+12,000 to +14,000	+30% to +40%
US521 (Jim Wilson Rd to Rehobeth Rd)	38,000 – 54,000	+1,300 to +12,600	+3% to +25%
US521 (South of Rehobeth Rd)	< 30,000	< +1,000	< +5%
SC 160	38,000	+800	+3.5%
Marvin Rd	13,000 – 28,000	-1,300 to -2,500	-10% to -15%
Dobys Bridge Rd	20,000	+1,000	+5%
Shelly Mullis Rd	12,000	-1,900	-16%
Jim Wilson Rd	15,000 – 20,000	0 to +1,500	< +2%
Henry Harris Rd	17,000	-3,500	-20%
Stacy Howie Rd	17,000	-3,000	-17%

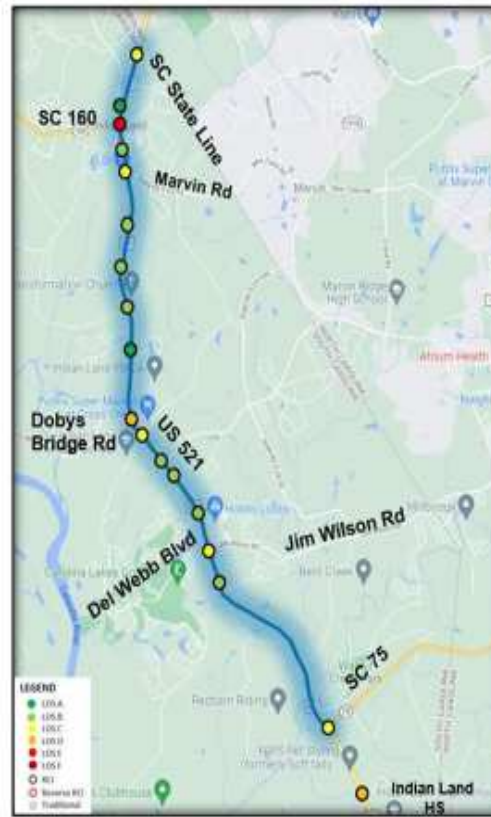
2045 Capacity Analysis

Alt 1 – Traditional



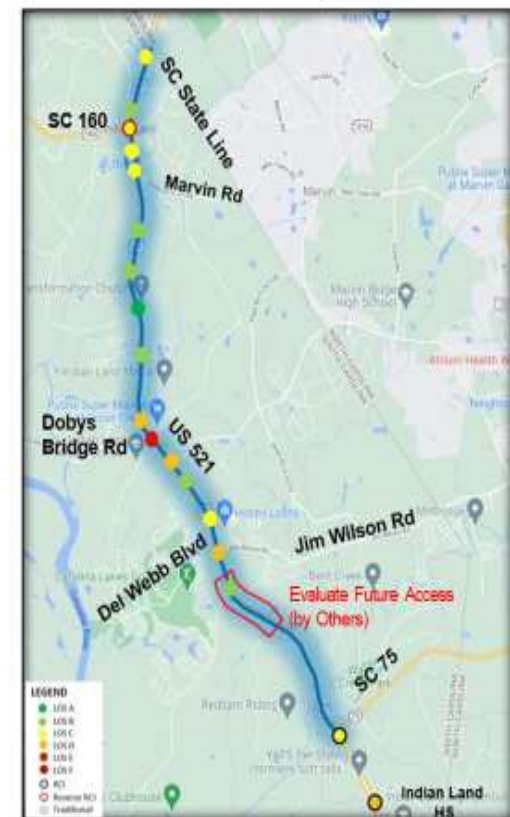
2/2/2023

Alt 2 – RCI



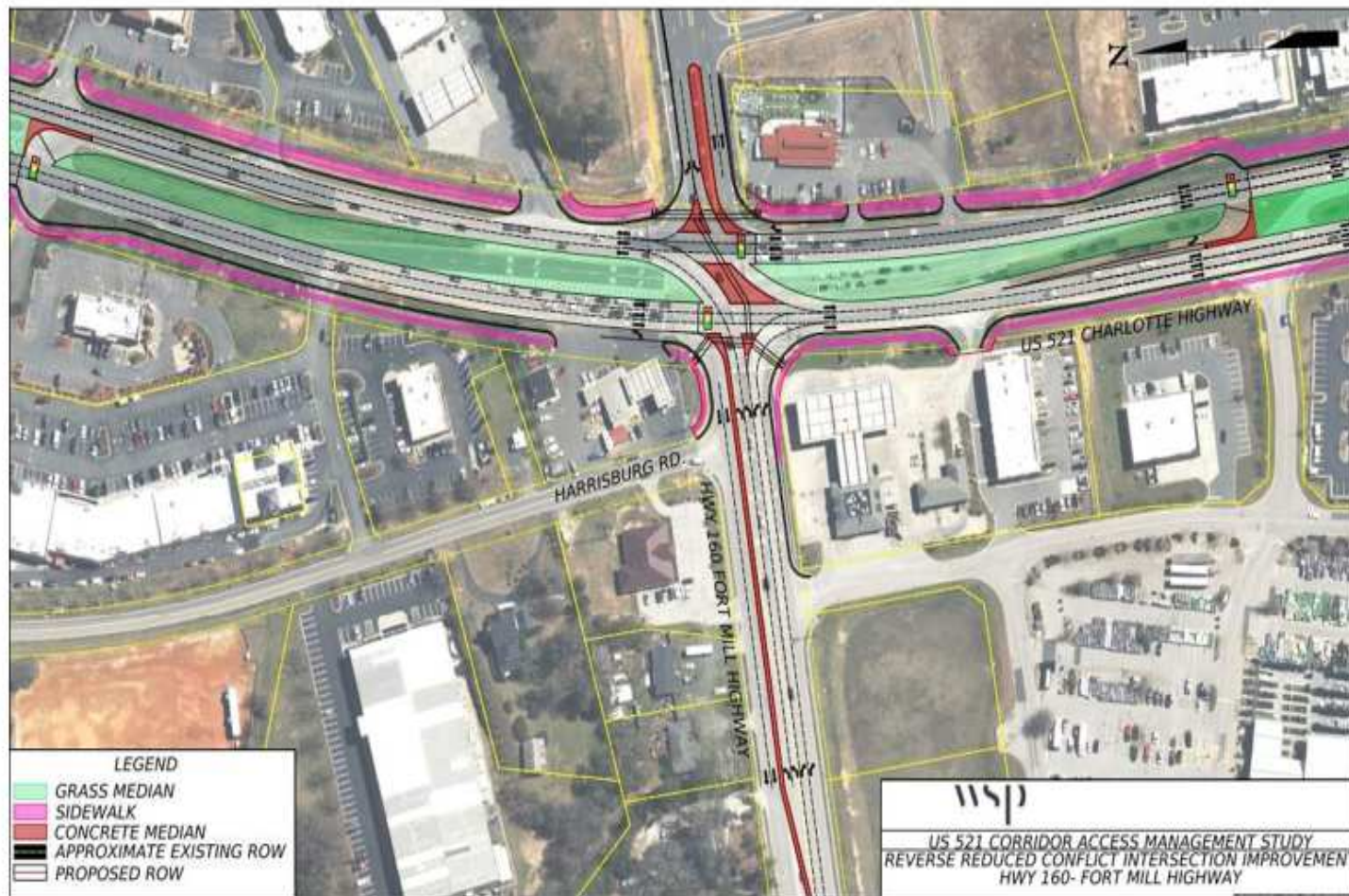
Draft

Alt 3 – Hybrid



9

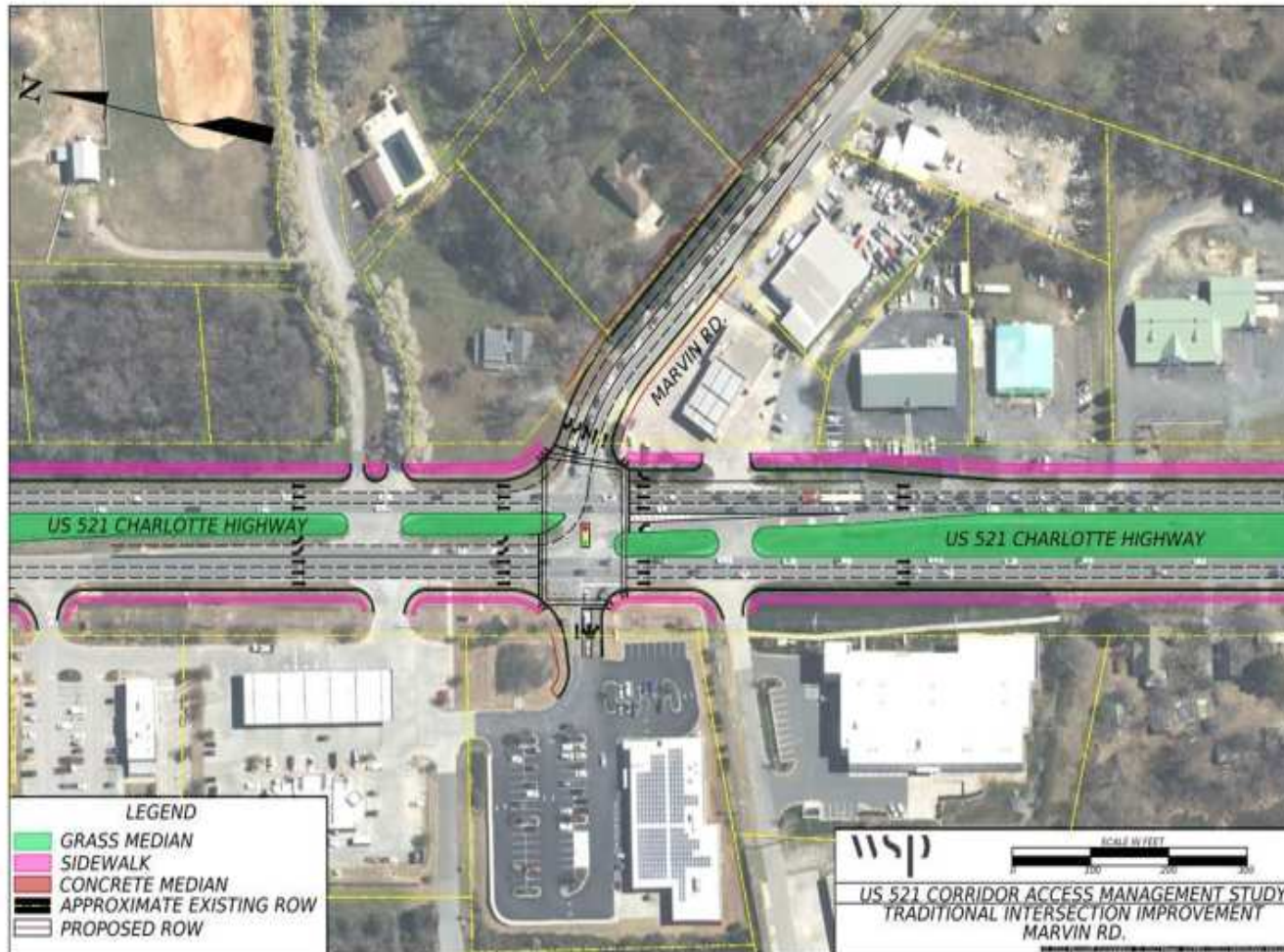
US 521 at SC160 – Hybrid Widening



2/2/2023

13

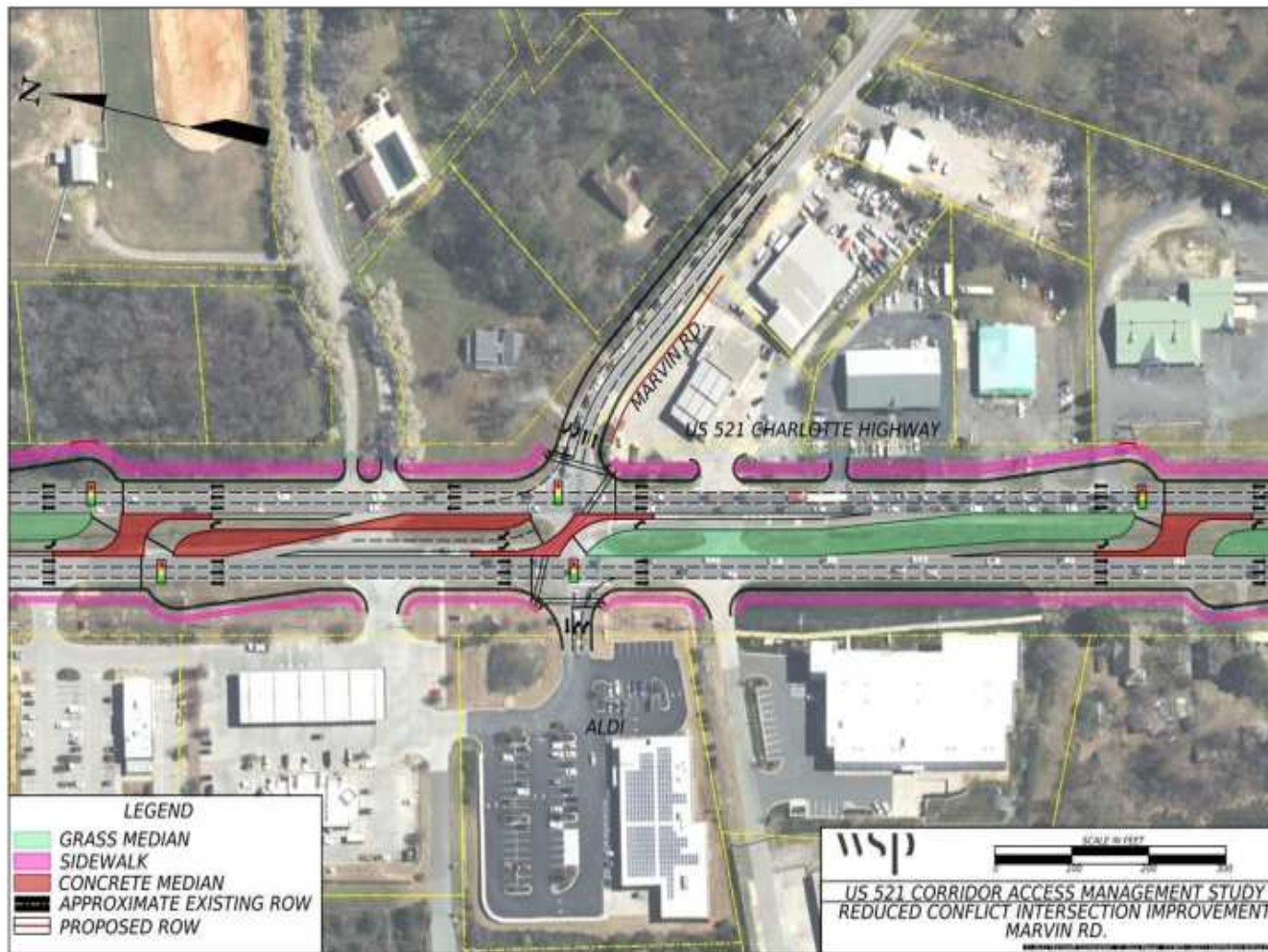
US 521 at Marvin – Traditional Widening



2/2/2023

14

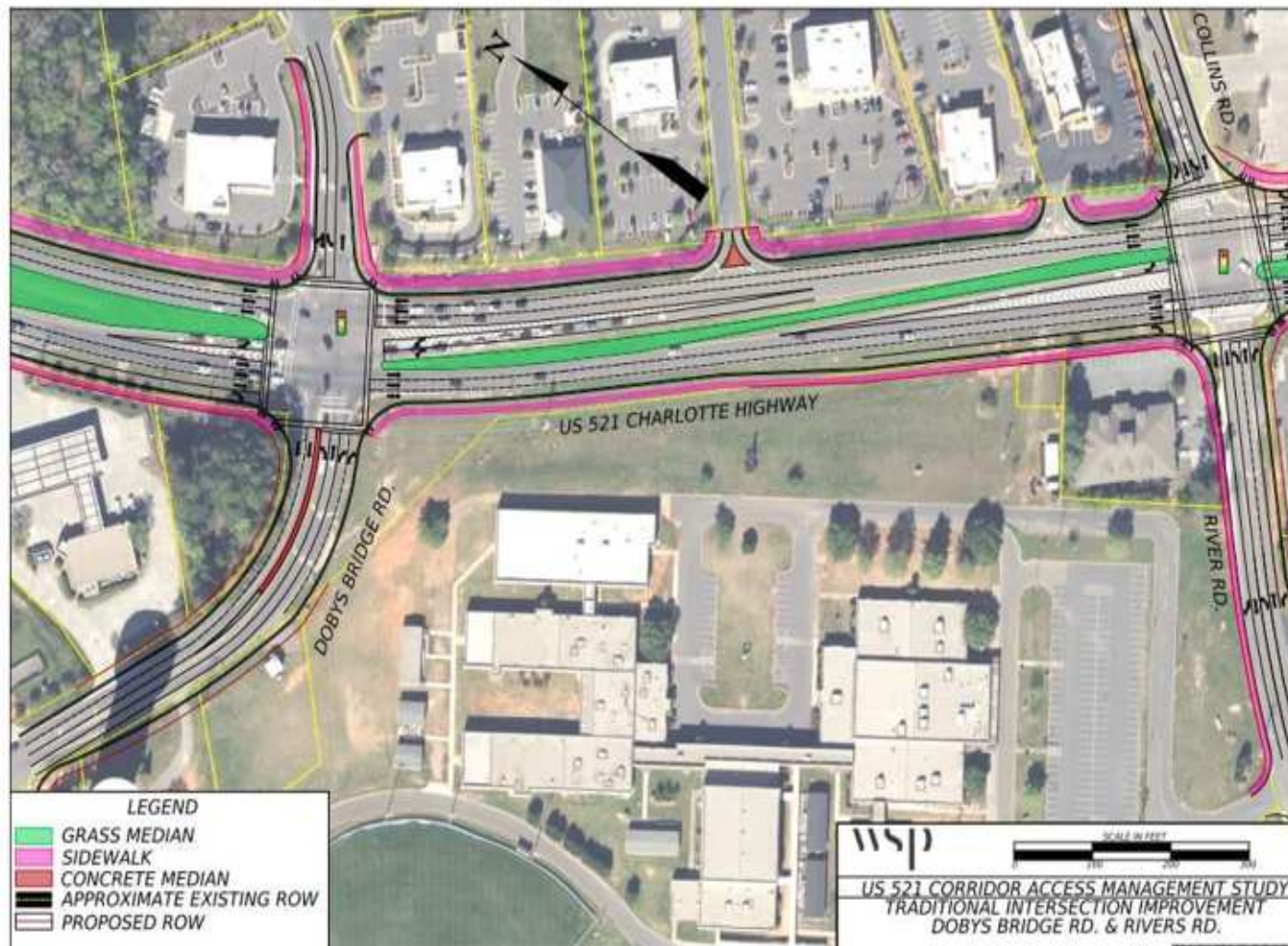
US 521 at Marvin – RCI Widening



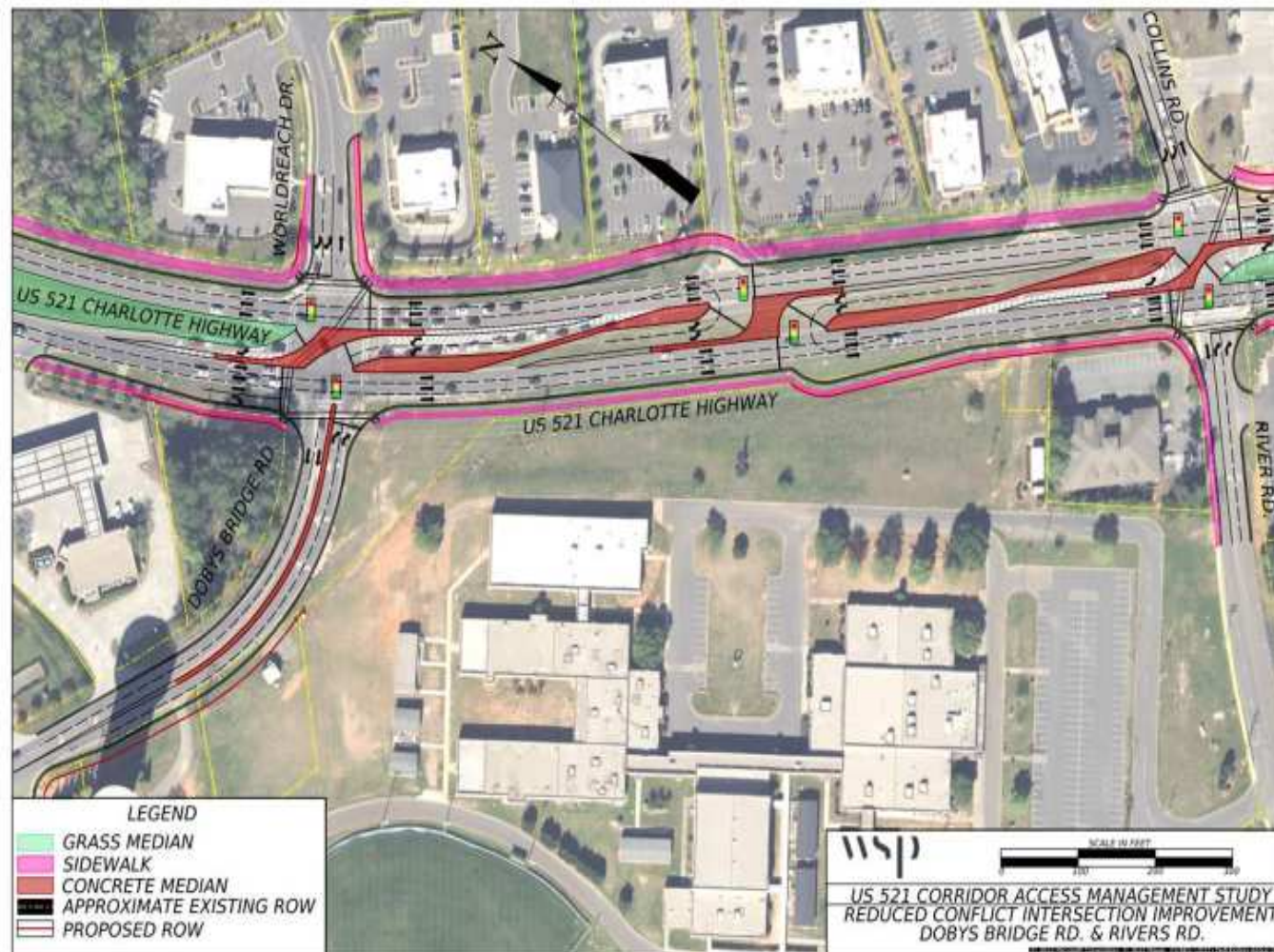
2/2/2023

15

US 521 at Dobys Bridge – Traditional Widening



US 521 at Dobys Bridge – RCI Widening



2/2/2023

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Access Management Considerations

US521 at Van Wyck, 6 Mile Creek, Charles Petrus



- Realign Van Wyck Rd to 6 Mile Creek Rd.
- Relocate existing traffic signal.
- Close existing Van Wyck Rd at US 521.
- Convert Church driveway to right-in/right-out.

2/2/2023

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Access Management Considerations

US521 at Van Wyck, 6 Mile Creek, Charles Pettus



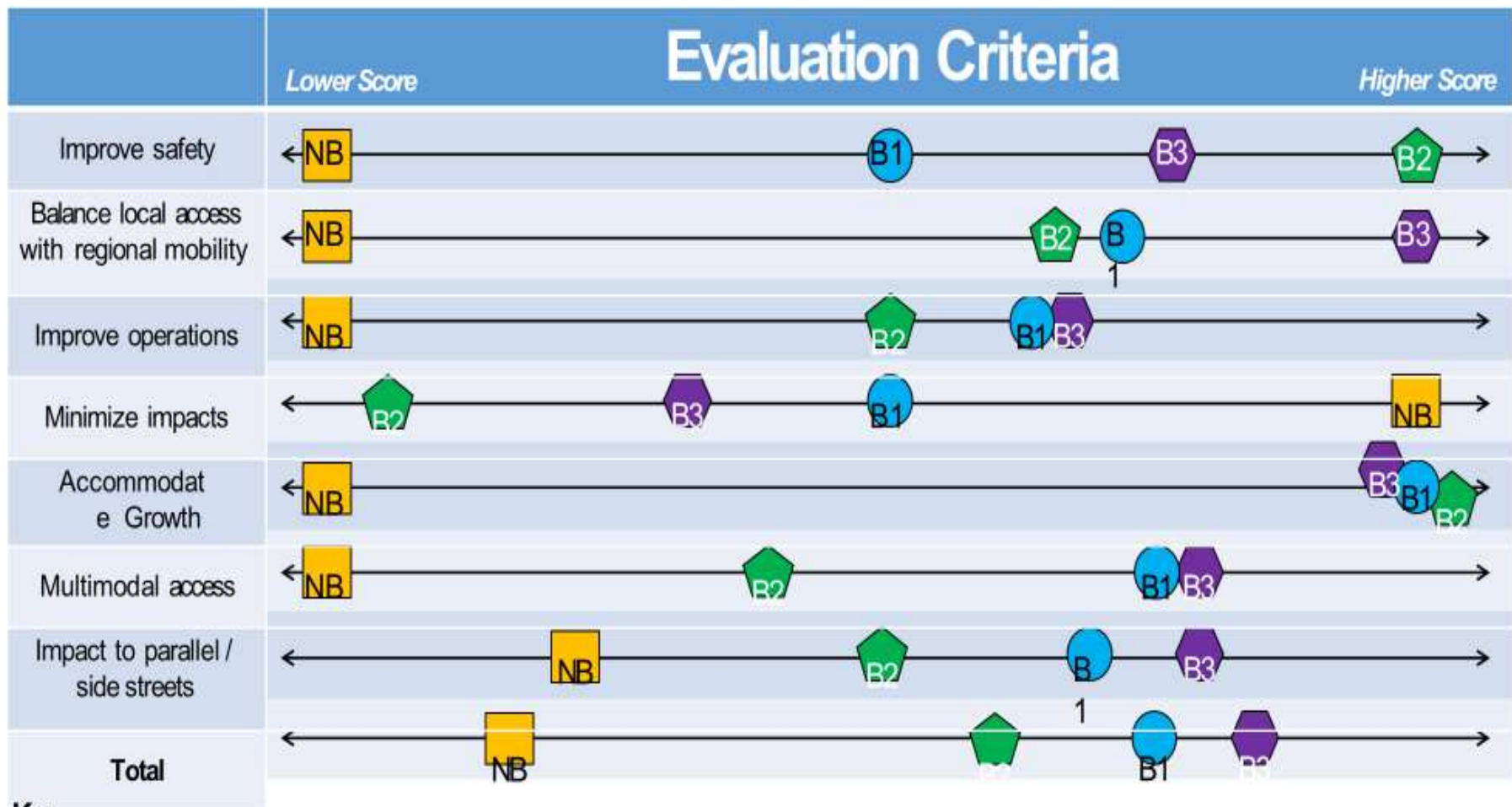
- Realign 6 Mile Creek Rd to Charles Pettus Rd as unsignalized full movement or unsignalized with directional crossovers.
- Close or convert existing 6 Mile Creek to right-in/right-out.

Access Management Considerations

US521 at Van Wyck, 6 Mile Creek, Charles Pettus



- Realign 6 Mile Creek Rd and Charles Pettus Rd to full movement intersection. Monitor for future traffic signal.
- Close or convert 6 Mile Creek to right-in/right-out.
- Close or convert Charles Pettus to right-in/right-out.



Key

 NB	No Build	 B1	Build Alt 1 6-Ln Traditional Widening	 B2	Build Alt 2 6-Ln RCI Widening	 B3	Build Alt 3 6-Ln Hybrid Widening
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2/2/2023

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Planning-Level Alternative Cost Estimates

Item	Value / Unit	6-Lane Traditional Widening	6-Lane RCI Widening	6-Lane Hybrid Widening
6 Lane Cross-Section	\$3,660,000 / Mile	\$31,110,000		\$21,960,000
6 Lane Cross-Section with RCI's	\$4,350,000 / Mile		\$44,370,000	\$13,050,000
Construction – Misc. & Mob. -Structures	25%	\$7,777,500	\$11,092,500	\$8,752,500
Construction – Misc. & Mob. -Roadway	55%	\$17,110,500	\$24,403,500	\$19,255,500
Construction – Misc. & Mob. -Intersection	40%	\$12,444,000	\$17,748,000	\$14,004,000
Construction – Eng. & Constr.	15%	\$4,666,500	\$6,655,500	\$5,251,500
Construction – Remove Bridge; New Bridge Structure	\$30 / SqFt; \$150 / SqFt	\$9,361,470	\$9,538,770	\$9,538,770
Right-of-Way – Parcel, Partial/No Access Control	50%	\$15,555,000	\$22,185,000	\$17,505,000
Utilities	15%	\$4,666,500	\$6,655,500	\$5,251,000
Total Cost Estimate (2022 Year of Expenditure Dollars)		\$102,691,470	\$142,648,770	\$114,568,770

2/2/2023

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DISCUSSION & QUESTIONS?

Agenda Item Summary

Ordinance # / Resolution #: N/A

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

Department: County Clerk

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Approve or amend the minutes from the March 13, 2023, County Council regular meeting.

Points to Consider:

The draft minutes from the March 13, 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 3-13-2023 County Council Regular Meeting	3/23/2023	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

March 13, 2023

6:00 PM

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

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

MINUTES

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

Council Members absent: None.

Staff Members/Others present: Dennis Marstall, County Administrator; John Bodner, Assistant County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Kayla Vaughn, Communications and Marketing Assistant; Allison Hardin, Interim Planning Director; Brenda Thompson, Communications and Marketing Director; Sheriff Barry Faile; Chad Catledge, Precision Builders; 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 Allen Blackmon

Brinley and Olivia Pate, Councilmember Allen Blackmon's granddaughters, led the Pledge of Allegiance to the American Flag and Allen Blackmon delivered the Invocation.

Approval of the Agenda

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

Special Presentations

Dennis Marstall recognized Brittani Howington of the Animal Shelter as Employee of the 4th Quarter for 2022. Brittani was nominated by Coroner Karla Knight. Mr. Marstall thanked Brittani Howington for "going the extra mile" for work.

Chairman Harper recognized Ron Lewis and David Streater, with Foundation Forward, Inc. They reviewed a power point presentation on the Charters of Freedom, which is attached as Schedule A to the written minutes in the Clerk to Council's office. They stated they would be following up with County Council once funding is established.

Chairman Harper introduced Grazier Rhea, the Community Development Director of the Catawba Regional Council of Governments. Grazier Rhea reviewed the County power point presentation regarding the community needs list and prioritization of community needs for 2022 and whether the needs list should be updated. She also reviewed upcoming community development block grant (CDBG) opportunities. Council and staff discussed income surveys, focus on the need for demolition of vacant, dilapidated structures in low and moderate income neighborhoods, tracts #107 and #108 in the Brooklyn Avenue area, and the Health Department located inside the Barnett building that could be updated to make County buildings, Americans with Disabilities Act (ADA) compliant and energy efficient. Grazier Rhea stated the infrastructure grants would be due in April and the other grant applications would be due in the fall. Grazier Rhea offered to meet with Council during a Work session regarding possible grant opportunities.

Steve Harper opened the Community Needs Assessment Public Hearing at approximately 7:07 p.m.

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

The following speakers came forward to make comments or sent in written comments regarding this Public Hearing: None.

Steve Harper closed the Public Hearing at approximately 7:08 p.m.

Chairman Harper recognized Chad Catledge and Frank Randall to give the update of the proposed new detention center project and its projected costs. Frank Randall reviewed the County power point presentation on the design plan and on the project budget, which they value engineered to get under \$90 million. Dennis Marstall explained that bond discussion would be held at the next Committee of the Whole meeting.

Citizens Comments

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

1. Joe Grier and Ann Christie, from the Historical Commission, spoke regarding the placement of the Charters of Freedom. A written copy of the letter was provided to Council and those comments are attached as Schedule B to the written minutes in the Clerk to Council's office; and
2. Gwendolyn Brown James, 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. , 7b. and 7c. [which are the same as

Item a., b., and c. listed below]. Seconded by Charlene McGriff.

Jose Luis moved to amend the February 15th minutes to show he stated "he was in favor of promoting local retail businesses and would like to move forward with the discussion and review of the proposal". Seconded by Allen Blackmon. Motion to amend Passed 7-0.

Motion to Approve the Consent Agenda as Amended Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, McGriff, Mosteller; Naves: None.

- a. **Approval of Minutes from the February 15, 2023 County Council Committee Of The Whole Meeting, as amended**
- b. **Approval of Minutes from the February 27, 2023 County Council Regular Meeting**
- c. **3rd Reading of Ordinance 2023-1839 regarding Rezoning Property Located at 168 Fort Mill Highway from Mixed Use District (MX) to General Business District (GB) (Applicants George Banks McGinn and Sallie Cooper)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 2.9 Acres (TM# 0008-00-007.00) Located At 168 Fort Mill Highway, Indian Land, From Mixed Use (MX) District To General Business (GB) District. - *Planning Department Case Number: RZ-2022-2335.*

Non-Consent Agenda

2nd 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.*

Allen Blackmon moved to approve 2nd Reading of Ordinance 2023-1840. Seconded by Brian Carnes.

Allison Hardin recommended passing 2nd reading 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 2nd Reading of Ordinance 2023-1840 Passed 6-1. Ayes: Blackmon, Carnes, Graham, Harper, McGriff, Mosteller; Naves: Luis.

Discussion and Action Items

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

Status of items tabled, recommitted, deferred or held

- a. POSTPONED UNTIL THE 3/27/2023 COUNCIL MEETING - 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. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment. Motion to Postpone until the March 27, 2023 Council Meeting Passed 7-0 at the February 27, 2023 County Council Meeting. - Allison Hardin

- b. 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

Allen Blackmon asked where Lancaster County stood on developing investment policies. Dennis Marstall stated these policies would be discussed as part of the budget process.

Executive Session

Four Items:

- 1. Receipt of legal advice subject to the attorney-client privilege regarding potential fee agreements.*
- 2. Receipt of legal advice subject to the attorney-client privilege regarding existing fee agreements.*
- 3. Receipt of legal advice subject to the attorney-client privilege regarding existing fee agreements.*
- 4. Receipt of legal advice subject to the attorney-client privilege regarding an Economic Development Discussion: Project Spider.*

Jose Luis moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, McGriff, Mosteller; Nays: None. At approximately 7:59 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 8:47 p.m. Charlene McGriff 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 potential fee agreements; receipt of legal advice subject to the attorney-client privilege regarding existing fee agreements; receipt of legal advice subject to the attorney-client privilege regarding existing fee agreements; and receipt of legal advice subject to the attorney-client privilege regarding an Economic Development Discussion: Project Spider. She stated no decisions were made and no votes were taken.

The Motion to come out of Executive Session Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, McGriff, Mosteller; Nays: None

Adjournment

Jose Luis moved to adjourn the Council meeting. Seconded by Allen Blackmon. The motion to adjourn Passed 7-0.

There being no further business, the regular meeting of County Council adjourned at approximately 8:49 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1230-R2023

Contact Person / Sponsor: Dennis Marstall / Administration and Chris Clouden / Parks and Recreation Director

Department: Attorney

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Whether or not to approve a PARD (Parks and Recreation Development Fund) grant from the State of South Carolina to provide various upgrades to parks and recreation facilities and to provide the required local funding match.

Points to Consider:

Lancaster County Parks and Recreation Department has received a PARD grant from the State of South Carolina to purchase and install a Maintenance Shed for storing equipment at the Harrisburg Athletic Complex and to purchase and install new roadway signage for the Indian Land Recreation Center facility.

Funding and Liability Factors:

The total project cost is \$66,250.00. The State share of the award is for \$53,000.00 and the local match will be \$13,250.00.

Recommendation:

Approve the grant funds.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1230-R2023	3/22/2023	Resolution
PARD Grant Project Agreement	3/10/2023	Backup Material
PARD Guidelines and Application Packet	3/10/2023	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION 1230-R2023

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.

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

Section 1. Designation of Funds.

Council authorizes and approves the County Administrator and Chief Financial Officer to spend an amount not to exceed \$13,250.00 as the required match for a Park and Recreation Development Fund Project Agreement with the South Carolina Department of Parks, Recreation and Tourism. The total project cost is \$66,250.00 and the agreement is for \$53,000.00 from the State of South Carolina with the local match being \$13,250.00. The agreement provides for the purchase and installation of a maintenance shed for storing equipment at the Harrisburg Complex as well as the purchase and installation of new signage for the Indian Land Facility.

Section 2. Authority to Act.

The County Administrator, County Chief Financial Officer and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

Section 3. Conflicting Provisions.

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

Section 4. Severability.

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

Section 5. Effective Date.

This resolution is effective upon its adoption.

AND IT IS SO RESOLVED

by County Council this _____ day of March, 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 "Ginny" Merck-Dupont, County Attorney

**STATE OF SOUTH CAROLINA
DEPARTMENT OF PARKS, RECREATION AND TOURISM
PARK AND RECREATION DEVELOPMENT FUND
PROJECT AGREEMENT**

PROJECT NUMBER: 2023028

PROJECT NAME: Maintenance Facility & Road Signage

PROJECT SPONSOR: Lancaster County Parks & Recreation

PERIOD COVERED BY THIS AGREEMENT: November 04, 2022 to November 04, 2042

PROJECT SCOPE (Describe in detail in the project file, but is summarized as follows):

Purchase and install a Maintenance Shed for storing equipment at the Harrisburg Complex.
Purchase and install new signage for the Indian Land Facility.

BILLING PERIOD

The project sponsor must submit billing for at least the amount indicated within the designated period(s):

\$7,178.61 By Nov 04, 2025

\$59,071.39 By Nov 04, 2025

PROJECT COST

State Share	\$53,000.00
Local Share	\$13,250.00
Total Cost	\$66,250.00

The State of South Carolina, represented by the Department of Parks, Recreation, and Tourism, (hereinafter referred to as PRT), and The Project Sponsor, mutually agree to perform this agreement in accordance with the guidelines established by PRT, and with the terms, promises, maps, and assurances attached hereto and made part of this agreement.

The State of South Carolina promises to obligate the amount of money referred to herein. The Project sponsor promises to execute the project above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties involved:

- 1) The Project Sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.
- 2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.
- 3) The Project Sponsor agrees to erect and maintain throughout the agreement period, a sign which credits the State and The Parks and Recreation Development Fund for assisting in the project.
- 4) In the event that any portion of this agreement applied to leased property, the Project Sponsor must provide PRT with an adequate lease to the subject property prior to the first billing request. And, if the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

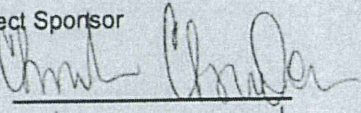
The State of South Carolina

By 

Department of Parks,
Recreation and Tourism

Date: 04-Nov-2022

Project Sponsor

By 

Title: Interim Director

Date: 11/7/22

**SOUTH CAROLINA DEPARTMENT
OF PARKS, RECREATION & TOURISM**



PARD

**PARKS AND RECREATION
DEVELOPMENT FUND**

THIS PROJECT ASSISTED BY THE STATE OF SOUTH CAROLINA
THROUGH YOUR COUNTY LEGISLATIVE DELEGATION.

GUIDELINES & APPLICATION PACKET

REVISED August 2021

**SOUTH CAROLINA PARKS, RECREATION & TOURISM
1205 PENDLETON STREET, RM 225
COLUMBIA, SC 29201
FAX (803) 734-1455**

Alesha C. Cushman - PARD Grants Coordinator
803-734-0185
acushman@scprt.com

The South Carolina Department of Parks, Recreation & Tourism (SCPRT) is an equal opportunity employer and through its programs does not discriminate against anyone based on color, race, national origin or disability. All participants in the Parks and Recreation Development Fund will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act of 1990

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The PARK AND RECREATION DEVELOPMENT FUND (PARD) Program was created in 1987 by the General Assembly of South Carolina, signed by the Governor, and took effect on July 1, 1987. The basis of the grant program is found in Chapter 23 of Title 51 of the 1976 Code of Laws. PARD, which is administered by the Department of Parks, Recreation & Tourism (SCPRT), is intended to assist with permanent improvements of park and recreation facilities, which will be open to the general public.

INTRODUCTION

PROGRAM SUMMARY

The PARD grant program is a non-competitive reimbursable grant program for eligible local government or special purposes district entities, which provide recreational opportunities within each county. The actual grant awards are made on a project-by-project basis. Eligible project costs will be reimbursed at a rate of 80%. To determine your match requirement, multiply the grant award amount by 1.25:

EXAMPLE: Grant award \$5,000.00 + match \$1,250.00 = \$6,250.00 Project Total
\$5,000.00 x 1.25 = \$6,250.00
\$6,250.00 x 80% = \$5,000.00 Reimbursement

The funds are to be used for permanent/semi-permanent improvements to public park and recreation facilities. Each application must have the endorsement of its county legislative delegation members whose combined weight factor is more than 50%.

APPORTIONMENT AND NOTIFICATION

PARD funds are generated from bingo taxes collected from July 1 – June 30 of each new fiscal year. The PARD funds are allocated to each county beginning July 1 of each new fiscal year. Each county will receive at least Twenty thousand dollars (\$20,000.00). 75% of the remaining funds is distributed to the counties based on the county's percent of the State population as published in 'Current Population Reports' by the Bureau of the Census.

EXAMPLE: Funds collected July 1, 2005 – June 30, 2006 were the 2007 funds allocated to each county.

The remainder of the funds will go in the account of SCPRT, five percent of which may be used for the administration of the PARD program.

Under Proviso 49.10, PARD Funds may remain unexpended indefinitely; once a project is approved utilizing these funds, the project sponsor will have (3) years to complete and close out the project. Extensions will not be granted on approved projects past (3) years. These funds will not be lost; they will revert back to the county account.

SCPRT will notify members of the General Assembly and eligible sponsors of the amount of funds available in their County area. SCPRT will mail out reports and notifications in July of each fiscal year. The July report will notify of new PARD allocations that have been made available along with new balance, and (3) detailed report showing approved projects. The County Delegation must review all projects within the county area and complete the endorsement form for the approved project (s). The total amounts of all projects endorsed by the Delegation may not exceed the total amount of funds available to the "County Area". Grant awards must be made based on funds that have already been earned, and not on anticipated revenues.

ELIGIBILITY

An eligible entity is any local government unit, including special purpose districts, which has provided parks or recreation services for at least twelve (12) months prior to the date of application. Such eligibility will be determined by SCPRT. The South Carolina Department of Parks, Recreation & Tourism is the only State agency eligible for funding. SCPRT will annually review all agencies and will assign each agency to a classification. These classifications are as follows:

CLASS "A": a local unit of government that has as one of its primary responsibilities the provision of full-time park and recreation facilities and services open to the general public and has provided such for the previous twelve-month period. These entities have real property under their direct control, which they use for public recreation purposes, or schedule on-going activities of a comprehensive nature.

CLASS "B": a local unit of government which has as one of its responsibilities the provision of park and recreation facilities and services open to the general public and has provided such for the previous twelve-month period.

CLASS "C": a local unit of government which provides park and recreation facilities or services open to the general public as a secondary function and has provided these facilities or services for the previous twelve-month period.

CLASS "D": all entities, that do not meet the requirements of one of the three (3) above described classes, or entities, that have lost their eligibility and as a result are ineligible for PARD funds.

If an entity has never received PARD funds, the following must accompany a complete application. It is the sponsor's responsibility to provide all documentation to prove eligibility:

**Picture of recreational facilities maintained by the sponsor
Copy of agency's budget showing expenditures for parks and recreation functions
Detailed description of how long property has been maintained
along with an outline of future development.**

GENERAL ADMINISTRATION

APPLICATION PROCESS

An application for PARD funds must be complete to be approved. A complete application consists of the following:

- _____ Project Application
- _____ Endorsement Form from Delegation with original signatures with combined weight factor of more than 50%
- _____ Copy of Deed and or lease of property
- _____ Historical Significance Certification Form
- _____ Site map of property with full address listed
- _____ Pictures (color) 8 ½ x 11 of the proposed site before development or renovation

Please keep in mind you must provide all the above for every application even if funding has been provided in the past to the same location.

PROJECT MATCH

PARD is a matching grant program and all projects must be matched by local government in an amount of at least 20%. All local matches will be in the form of cash, force account labor or equipment use costs for the actual construction of the project. Force account labor must be actual employees of the Town, City or County. **The following are NOT eligible as a match for PARD funds. Volunteer labor or donated material, costs associated with the administration of the project, acquisition of real property, or interest on borrowed funds.**

PROCUREMENT PROCEDURES

SEE ATTACHMENT A

HANDICAP ACCESSIBILITY

All State funded projects must be made accessible to and useable by persons with disabilities. All projects must meet ADA Standards and must be constructed in conformance with the Uniform Federal Accessibility Standards (UFAS). Alteration of facilities that would prevent accessibility is prohibited.

Links: www.access-board.gov/ufas/ufas-html/ufas.htm

ENVIRONMENTAL IMPACT

It is the responsibility of the project sponsor to assure that any development, renovations, or improvements are environmentally sound. The sole responsibility for corrective action is with the sponsor.

HISTORICAL SIGNIFICANCE

It is the responsibility of the project sponsor to inform SCPRT if the planned project will have an impact on existing or potentially eligible National Historic Register sites.

CONTROL AND TENURE

The project sponsor must either own the site in fee simple title or have a lease/joint use agreement for a term commensurate with the duration of the agreement period indicating the sponsor has primary control and the purpose of the site is for public recreation.

APPLICATION AND APPROVAL PROCESS

A complete application must be submitted by the sponsor and the local legislative delegation. Once the delegation approves the amount of funds for your application, then the delegation must forward the complete application to SCPRT for approval. (Each legislative delegation has different guidelines in place i.e., when applications are due to them, amount of funds disbursed etc.) Once a complete application is received, SCPRT will evaluate the application to determine if the project is eligible for funding. Projects are approved by SCPRT by the 15th of every month. Any application received after the 15th will not be approved until the next month. **PARD projects are not officially approved until the project sponsor receives a Project Agreement from SCPRT. You must then sign the project agreement and return one (1) copy to SCPRT. Any work completed outside the project period will not be approved for reimbursement.**

The duration of the project agreement period is based on funds approved for your project. During the agreement period the sponsor must ensure that the terms of the agreement are kept, that the facilities will be operated for the intended purposes, and that maintenance will be performed on a regular basis and remain open to the public. During the project agreement period the project sponsor may not transfer the rights, privileges or obligations of the site without written approval from their Legislative Delegation and final approval from SCPRT. Compliance responsibilities are listed on the back of the project agreement.

The duration of the project agreement is as follows:

Projects valued at \$5,000.00 or less: The agreement period will be for at least 5 years

Projects valued at \$5,001.00 - \$20,000.00: The agreement period will be for at least 5 years, plus one (1) additional year for each \$1,000.00 with a maximum of 20 years.

Projects valued at \$20,001.00 and above: The agreement period will be for 20 years.

Agencies that break leases or disregard any portions of the agreements on approved projects concerning the maintenance, operation and use, will be deemed ineligible for future PARD funds until these discrepancies are rectified.

REIMBURSEMENT

The sponsor must submit proper documentation for partial or final reimbursements. The sponsor must request reimbursement for work that is outlined in their project agreement only. The following documentation is needed:

- Signed Project Agreement must be on file with SCPRT.
- Billing data sheet
- Labor data sheet (if applicable)
- Employee time sheet (if applicable)
- Equipment time sheet (if applicable)
- Procurement documentation (copy of quotes, copy of bids, copy of contracts, etc.)
- Copies of Invoices
- Copies of canceled checks front and back, or front copy of check with a bank statement. SCPRT must see that money did come out of the sponsor's bank account. If a credit card was used to purchase material, then we need a copy of the receipt along with monthly statement and copy of canceled check. If a direct deposit/wire transfer is made that documentation must be included to show the transfer to the vendor.

There can be several reasons for a delay or denial of reimbursement:

If proper documentation is missing at the time of payment request, the reimbursement will be delayed.

If dates on invoices and checks are prior to your project agreement date, your payment request will be denied.

If the project is not completed and open to the public at the time of inspection, your request could be delayed or denied depending upon circumstances.

POST COMPLETION RESPONSIBILITIES

Upon notification from the sponsor through a final billing, SCPRT will be responsible for making a site inspection of the site prior to final reimbursement. The sponsor must abide to the following completion responsibilities (also outlined on the back of the project agreement).

- 1) The project sponsor agrees to operate the above described facilities in a nondiscriminatory manner with regards to race, color, creed, national origin, or handicap such that the general public is not prohibited except possibly during night hours when it might be deemed unsafe for use.
- 2) The Project Sponsor agrees to operate and maintain the above described facilities in a safe and useable manner for their intended purposes throughout the agreement period.
- 3) The Project Sponsor agrees to erect and maintain throughout the agreement period a sign which credits the State of South Carolina and the Parks & Recreation Development Funds for assisting in the project. (See Attachment D)
- 4) In the event that any portion of this agreement is applied to leased property, the Project Sponsor must provide SCPRT with an adequate lease to the subject property prior to the first billing request. If the lease is terminated for any reason prior to the expiration date of this agreement, the Project Sponsor agrees to relocate any improvements developed under

this agreement to another site which would be open for public use. Any and all expenses for real estate, relocation and/or other expenses will be borne by the project sponsor.

PARD ASSISTANCE

PLANNING

Eligible Planning Projects

Master Planning for future park and recreation facilities and programs.

Updating existing master plans for future recreation facilities and programs.

Evaluating specific portions of an existing master plan for future recreation facilities and programs to determine their current status.

Environmental impact studies of existing or proposed recreation facilities and programs.

Site specific evaluations of existing recreation facilities for purposes such as handicap accessibility, safety and management techniques.

Surveys and marketing studies to determine the need for future recreation facilities and programs.

Eligible Planning Costs

Cost of legal advertisement in newspapers for the purposes of procurement or notice of public meetings.

Consultant fees and charges

Printing costs

"In-House" labor for the development of plans, not to exceed 20% of the total project cost.

Upon completion of the planning project, one (1) copy of the final document must be forwarded to SCPRT along with required additional documentation for the final billing.

DEVELOPMENT

Development projects are site-specific improvements on public lands for recreation purposes. All construction, whether indoor or outdoor, must provide a new public recreational venue.

Eligible Development Projects

Development of new outdoor public recreation facilities.

Development of new indoor public recreation facilities.

Development of roads, parking areas, support facilities, utilities and other infrastructure for public recreation facilities.

Improvement of natural resource features. Landscaping cost cannot exceed 50% of total grant.

Eligible Development Costs

Cost of legal advertisement in newspapers for the purpose of procurement

Architectural/Engineering/Construction Management fees. The total of which may not exceed 12% of the total project cost.

Site improvements including clearing, grading etc. in preparation for the development of recreation facilities.

Building materials, supplies, and specialty materials for construction of new facilities.

Contractual cost for construction affiliated with new structures.

"In-House" labor for the construction of new recreation facilities not to exceed 20% of the project cost.

RENOVATION

Renovation projects are site-specific improvements on public lands for recreation purposes. All construction, whether indoor or outdoor, must alter facilities that currently exist. This alteration must increase the utility of the existing structure and **not be routine maintenance of the facility.**

Eligible Renovation Projects

Renovation of existing recreation structures to bring them to ADA standards.

Modifying existing structures, which are currently not being used for recreation purposes, such that after alteration their primary use will be for public recreation.

Replacement of permanent improvements to parks and recreation facilities that have outlived a reasonable lifespan (i.e. playgrounds, basketball courts, tennis courts.)

Repairs to natural resource structures.

Eligible Renovation Costs

Cost of legal advertisement in newspapers for the purpose of procurement.

Architectural/Engineering/Construction Management fees, the total of which may not exceed 12% of the project amount.

Site improvements including clearing, grading, etc. in preparation of recreation facilities.

Building materials, supplies, and specialty materials.

Contractual costs of construction costs affiliated with renovations.

"In-House" labor for the renovation of existing recreation facilities, not to exceed 20% of the total project cost.

Ineligible Projects for Development and Renovation

Museums, theaters, childcare facilities, meeting halls, libraries, retirement and senior citizen facilities and administrative offices are not eligible for PARD funding. Permit costs associated with construction are not eligible. Any construction or maintenance equipment and tools are not eligible (i.e. lawnmowers, hammers, saw, gloves.)

There are numerous projects, that fall into a gray area depending on the intent or location of the project. Projects such as the installation of benches, decorative fountains, monuments and memorials, walkways and beautification of public property, may or may not be eligible depending on the specific project. SCPRT staff will make determinations on a case-by-case basis.

PROJECT APPLICATION

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SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND

PROJECT APPLICATION

I. General Information

Project Sponsor _____

Mailing Address _____

Email _____ Zip _____

Contact Person _____

Phone Number _____ Fax _____

Project Name _____

County _____

Federal Identification Number _____

Congressional District # _____ **PARD Class** _____

Amount of Funds Requested _____

II. Project Description

This project will include the following work categories (Check the appropriate categories):

_____ Development of New Facilities _____ Renovation or Existing Facilities

_____ Planning

This project will include the following specific work elements (Check the appropriate elements):

_____ Athletic Fields _____ Athletic Courts _____ Multi-Purpose Courts

_____ Picnic Facilities _____ Swimming Facilities _____ Trails

_____ Boating/Fishing Facilities _____ Indoor Facilities

_____ Support Facilities _____ Consultant Services

_____ Other (describe) _____

III. Narrative Description

Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

Proposed Site Location

Park Name

Physical address of proposed site

(Please include City, Town and Zip Code)

Latitude and Longitude (degrees/minutes/seconds/dir) of proposed site

Pictures (color) 8 1/2 x 11 of the proposed site before development or renovation.

Project Location Map

V. Time Table

Give a proposed time table for the accomplishment of this proposed work.

IV. Proposed Budget Breakdown for the Project:

Attachments are needed with ALL applications, even if we have them on file with another project. Applications without all of the required information will be returned to the project sponsor and a complete package requested.

Project Location Map - Provide a map showing the location of each project site. The map(s) is to be in **sufficient detail** (or written directions) so that the site(s) can be found without additional assistance. (*Please remember we are not from your area*).

Copy of the appropriate deed or lease/joint use agreement for each proposed site.

Provide an **original** document showing the endorsements of the County's Legislative Delegation showing a weight factor of more than 50%.

Historical Significance Certification Form.

Pictures (color) 8 ½ x 11 of the proposed site before development or renovation.

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND**

HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME: _____

PROJECT NAME: _____

I hereby certify that the above named project:

(Select One)

____ Will Not Have an impact on existing or potentially eligible National Register site(s).

____ Will Have an impact on existing or potentially eligible National Register site(s).
Please explain:

PRINTED NAME

TITLE

SIGNATURE

DATE

(Form must be completed, signed and returned to us WITH the application.
Applications **cannot** be processed without this signed and dated form.)

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND**

ENDORSEMENT FORM

We, the members of the _____ County Legislative Delegation,
endorse the following Project, Sponsor, and Amount for funding under the South
Carolina Park and Recreation Development Fund (PARD) Program.

Sponsor: _____

Project Name: _____

PARD Amount: \$ _____

ENDORSEMENT: *(Signatories combined weight factor must be greater than
50% for the above-mentioned county. Applications cannot be processed
without weight factor listed.)*

NAME (type or print)	SIGNATURE	WEIGHT FACTOR
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

(Form must be completed, signed and returned to us WITH the application.
Applications **cannot** be processed without this signed and dated form.)

REIMBURSEMENT FORMS AND PROCUREMENT INFORMATION

BILLING DATA SHEET

Project Number _____

Project Title: _____

Patient Number: _____

Project Sponsor: _____

Progress: _____ or Final _____

[illegible]

Total Labor and Equipment cannot exceed 20% of the costs of this billing.

Total This Billing: \$ _____

Total Previous Billing: \$ _____

Total To Date: \$ _____

or create your own billing data sheet using a similar format

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND**

EMPLOYEE TIME SHEET

PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT SPONSOR: _____

TIME PERIOD: _____

EMPLOYEE NAME: _____

DATE	HOURS	SALARY	TOTAL PAID
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
GRAND TOTAL			\$ _____

I certify that the above information is correct.

Signature of Supervisor _____

Typed Name of Supervisor _____

Indicate only those hours of the employee's time that is attributable to this project.

**SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & TOURISM
PARK AND RECREATION DEVELOPMENT FUND**

EQUIPMENT TIME SHEET

PROJECT NUMBER: _____

PROJECT NAME: _____

PROJECT SPONSOR: _____

TIME PERIOD: _____

EQUIPMENT TYPE: _____

DATE	HOURS	COST PER HOUR	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
GRAND TOTAL			_____

I certify that the above information is correct.

Signature of Supervisor

Indicate only those hours of the equipment's use time that is attributable to this project.

PROCUREMENT / REIMBURSEMENT CHECKLIST

Project Name and Number: _____

Zero to \$10,000.00

- ☐ Invoice (must show correct amount charged and payee)
- ☐ Proof of Payment

\$10,000.01 to \$25,000.00

- ☐ Three (3) Written Quotes
- ☐ Invoice
- ☐ Proof of Payment

\$25,000.01 & Up

- ☐ SCBO Ad or Copy of Public Advertisement (i.e., Local Newspaper Ad)
- ☐ Bid Specifications (relevant pages only, doesn't have to be entire package, unless specifically requested)
- ☐ Bid Tabulation Sheet (if low bid wasn't awarded, must provide documentation showing why)
- ☐ Award Notification (i.e., Notice of Award or Award Letter to Vendor)
- ☐ Signed Contract (relevant pages only, doesn't have to be entire package, unless specifically requested)
- ☐ Change Order(s)
- ☐ Invoice
- ☐ Proof of Payment

Items of Importance:

- SCBO Ad, Bid Specifications, Bid Tab Sheet, Award Notification and Signed Contract *should be submitted when the vendor is awarded and the contract has been signed*, to avoid any misplaced documentation.
- All Change Orders must be well documented, justified and within the scope of the project. This must be due to an unforeseen obstacle—ex, soil was found to be unstable and fill material was needed to stabilize trail surface.
- Invoices should be detailed and clearly tie back to the project.
- Invoices should not be paid until the work is performed or goods have been received.
- All Invoices related to a contract/agreement should reflect the project number, no matter what the dollar amount is.
- Invoices that are tied to a contract/agreement should be performed within the terms of the contract/agreement. For example, if a contract has been extended (if this is allowed by the solicitation), a copy of the Change Order or Modification must be submitted.
- Proof of Payment must include either a canceled check (front and back) or, if paid by credit card, a credit card transaction receipt from the bank.
- Statements, Purchase Orders or Sales Orders *won't* be accepted as Invoices.

Attachment A

State Procurement Purchase Procedures

In order to receive reimbursements sponsors are required to follow and provide documentation of procedures for the purchase and/or rental of materials, equipment and contract services associated with any awarded grant. Project Sponsors must follow South Carolina's established State Procurement Guidelines, (If your guidelines are stricter than SC State Procurement, you must provide those guidelines). Ensuring compliance with State Procurement Guidelines is the sole responsibility of the Project Sponsor. **Failure to follow established procurement guidelines will result in reimbursement request being deemed ineligible for reimbursement (no exceptions).**

PURCHASES LESS THAN \$50,000.00

The following small purchase procedures **must** be utilized by Grantees in conducting procurements that are up to fifty thousand dollars in actual or potential value.

Procurement requirements must not be artificially divided by Project Sponsors so as to constitute a small purchase pursuant to this section.

Purchases not in excess of \$10,000.00

Small purchases not exceeding ten thousand dollars may be accomplished without securing competitive quotations if the prices are considered reasonable. The purchasing office must annotate the purchase requisition: "Price is fair and reasonable" and sign.

The purchases must be distributed equitably among qualified suppliers.

Purchases from \$10,000.01 to \$25,000.00

Solicitation of written quotes from a minimum of three qualified sources of supply must be made and documentation of the quotes attached to the purchase requisition for a small purchase over ten thousand dollars but not in excess of twenty-five thousand dollars. The Project Sponsor must document at least three bona fide, responsive quotes (unless it has been advertised).

Project Sponsors must provide proof of solicitation that includes the date of solicitation, business names and addresses for each qualified supply source. Any project specifications provided to vendors must be included with the proof of solicitation. Project Sponsors must wait a minimum of seven calendar days from the date of the solicitation before determining a supply source to be non-

responsive. Quotes may only be considered valid for 30 calendar days from the date of the quote submission, unless otherwise specified in the quote submission.

The award must be made to the lowest responsive and responsible sources.

Purchases from \$25,000.01 to \$50,000.00

Unless otherwise approved by SCPRT, all procurement transactions greater than \$25,000.00 must be awarded by competitive sealed bidding (Invitation for Bids). If a Project Sponsor intends to utilize an alternate delivery method, the Project Sponsor must notify SCPRT and obtain a written determination of approval prior to solicitation.

Competitive Sealed Bidding (Invitation for Bids)

Competitive Sealed Bidding is the default method of procurement for transactions greater than \$25,000.00 in which formal competitive sealed bids are processed and award is based on low bid only.

Written solicitation of bids or proposals must be made purchases over \$25,000.00.

Bid Solicitation

Formal solicitations must be developed. The Invitation for Bids must include all procurement specifications and scope of work, if applicable. The procurement must be advertised at least once in the South Carolina Business Opportunities publication or through a means of central electronic advertising as approved by the designated board office. Bidders must be provided reasonable time to prepare their bids, no less than seven (7) calendar days after notice is provided.

Please note: SCPRT recommends allowing at least fourteen (14) calendar days for construction procurements and at least seven (7) calendar days for all other procurements.

A copy of the bid solicitation and written quotes must be attached to the purchase requisition.

The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest-ranking offeror.

Receipt of Sealed Bids

Sealed written bids must be received by a designated date and time. All bids, including modifications, received before the time of opening must be kept secure and unopened. Prior to bid opening, information concerning the identity and number of bids received should not be shared with actual bidders, potential bidders or any third party not directly involved in the procurement transaction.

Pre-Bid Conferences

Pre-bid conferences may be conducted. The conference should be held long enough after the Invitation for Bids has been issued to allow bidders to become familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Notice of the conference must be included in the notice of the solicitation.

Nothing stated at the pre-bid conference shall change the Invitation for Bids unless a change is made by written amendment. A potential bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense.

Pre-bid conferences may not be made mandatory *without written justification by the Project Sponsor* that the unique nature of the procurement requires a mandatory pre-bid conference and assurance that a mandatory pre-bid conference will not unduly restrict competition. Project sponsors should submit to SCPRT a copy of the pre-bid conference sign-in sheet along with other required procurement documentation.

Solicitation Modifications/Amendments

Every effort should be made to anticipate changes in solicitation requirements prior to the date of opening. The Project Sponsor must notify all prospective bidders of any modification or cancellation of solicitation requirements by posting the Solicitation Amendment on the same electronic site as the original Bid Solicitation. Actual and potential bidders must be allowed adequate time to change their bids following the posting of a solicitation amendment. Project sponsors may need to adjust the bid opening date to allow bidders sufficient time to change their bids.

Bid Opening

Bids must be opened publicly in the presence of one or more witnesses, at the time and place designated in the Invitation for Bids.

Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in the State's Procurement Code. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition is not be permitted.

Bid Tabulation

All bids must be entered into a tabulation sheet signed, dated and witnessed. The amount of each bid, and other relevant information as may be specified by regulation, together with the name of each bidder, must be tabulated. The tabulation must be open to public inspection at that time. After evaluation of all bids, award must be made to the lowest responsive and responsible bidder.

Discussions with Bidders

As provided in the Invitation for Bids, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bids. All bids, in the procuring agency's sole judgment, needing clarification must be accorded that opportunity.

Bid Award & Notice of Award

Unless there is a compelling reason to reject bids as prescribed by regulation, notice of an award or an intended award of a contract to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the Invitation for Bids must be given by posting the notice at a location specified in the Invitation for Bids.

Please note: SCPRT recommends notifying all bidders via email in order to ensure timely notice of award or intent to award.

When only one response is received, the notice of intent to award and the delay of award may be waived. Before the posting of the award, the procuring agency may negotiate with the lowest responsive and responsible bidder to lower his bid within the scope of the Invitation for Bids.

Bid Award Protests

The Invitation for Bids and the notice must contain a bidder's right to protest. Any actual bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate procuring agency within ten days of the date award or notification of intent to award.

An award protest pursuant must be in writing and must be received by the appropriate procuring agency within the ten-day time limit. At any time after filing a protest, but no later than fifteen days after the date award or notification of intent to award is posted, whichever is earlier, a protestant may amend a protest that was first submitted within the time limits. A protest, including amendments, must set forth both the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. See *section 11-35-4210 of the Code* ([Code of Laws - Title 11 - Chapter 35 - South Carolina Consolidated Procurement Code \(scstatehouse.gov\)](http://codeoflaws.southcarolina.gov/title11/Chapter35/SouthCarolinaConsolidatedProcurementCode/scstatehouse.gov))

In the event of a timely protest, the Project Sponsor shall not proceed further with the solicitation or award of the contract until ten days after a protest decision is posted.

There are no protest rights under S.C. Code §11-35-410 for awards under \$50,000.00.

Cancellation of Invitation for Bids Prior to Award

When it is determined prior to the notification of intent to award or issuance of an award, whichever is earlier, but after bid opening, that the requirements related to the solicitation specifications have not been met, the Invitation for Bids shall be canceled. Acceptable reasons for cancellation of Invitation for Bids include revised scope of work; supplies, services or construction being procured are no longer necessary; or all otherwise acceptable bids are at unreasonable prices. The reasons for cancellation, supported with documentation sufficient to satisfy an external audit, must be made a part of the project file.

If the Invitation for Bids is canceled prior to bid opening, bids must be returned to the bidders.

As a general rule after bid opening, an Invitation for Bids should not be canceled and re-advertised due solely to increased quantities of the items being procured. Award should be made on the initial Invitation for Bids and the additional quantity required should be treated as a new procurement.

Bid Correction & Withdrawal

Correction or withdrawal of inadvertently erroneous bids before bid opening may be permitted in accordance with State Procurement Regulations. After opening, bids must not be corrected or withdrawn. All decisions to permit the correction or withdrawal of bids must be documented by a written determination of appropriateness made by the Project Sponsor and a written statement from the respective bidder.

TRANSACTIONS GREATER THAN \$50,000.00

Unless otherwise provided by law and approved by SCPRT, all procurement transactions greater than \$50,000.00 must be awarded by competitive sealed bidding (Invitation for Bids). If a Project Sponsor intends to utilize an alternate delivery method, the Project Sponsor must notify SCPRT and obtain a written determination of approval prior to solicitation.

Competitive Sealed Bidding (Invitation for Bids)

Competitive Sealed Bidding is the default method of procurement for transactions greater than \$50,000.00 in which formal competitive sealed bids are processed and award is based on low bid only.

Bid Solicitation

Formal solicitations must be developed. The Invitation for Bids must clearly define all project specifications, including scope of work, delivery or performance schedule, and inspection and acceptance requirements. Bid responsiveness must be determined based on the specifications provided in the Invitation for Bids.

All sealed bid solicitations must be advertised in South Carolina Business Opportunities (SCBO) or a means of central electronic advertising as approved by SCPRT. Adequate notice of the Invitation for Bids must be given at a reasonable time before the date set forth in it for the opening of bids, no less than fourteen (14) calendar days for construction projects and seven (7) calendar days for all other procurements.

Please note: SCPRT recommends allowing at least twenty-one (21) calendar days for construction procurements and at least fourteen (14) calendar days for all other procurements.

Receipt of Sealed Bids

Sealed written bids must be received by a designated date and time. All bids, including modifications, received before the time of opening must be kept secure and unopened. Prior to bid opening, information concerning the identity and number of bids received should not be shared with actual bidders, potential bidders or any third party not directly involved in the procurement transaction.

Pre-Bid Conferences

Pre-bid conferences may be conducted. The conference should be held long enough after the Invitation for Bids has been issued to allow bidders to become familiar with it, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Notice of the conference must be included in the notice of the solicitation.

Nothing stated at the pre-bid conference shall change the Invitation for Bids unless a change is made by written amendment. A potential bidder's failure to attend an advertised pre-bid conference will not excuse its responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense.

Pre-bid conferences may not be made mandatory *without written justification by the Project Sponsor* that the unique nature of the procurement requires a mandatory pre-bid conference and assurance that a mandatory pre-bid conference will not unduly restrict competition. Project sponsors should submit to SCPRT a copy of the pre-bid conference sign-in sheet along with other required procurement documentation.

Solicitation Modifications/Amendments

Every effort should be made to anticipate changes in solicitation requirements prior to the date of opening. The Project Sponsor must notify all prospective bidders of any modification or cancellation of solicitation requirements by posting the Solicitation Amendment on the same electronic site as the original Bid Solicitation. Actual and potential bidders must be allowed adequate time to change their bids following the posting of a solicitation amendment. Project sponsors may need to adjust the bid opening date to allow bidders sufficient time to change their bids.

Bid Opening

Bids must be opened publicly in the presence of one or more witnesses, at the time and place designated in the Invitation for Bids.

Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in the State's Procurement Code. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the State or fair competition is not be permitted.

Bid Tabulation

All bids must be entered into a tabulation sheet signed, dated and witnessed. The amount of each bid, and other relevant information as may be specified by regulation, together with the name of each bidder, must be tabulated. The tabulation must be open to public inspection at that time. After evaluation of all bids, award must be made to the lowest responsive and responsible bidder.

Discussions with Bidders

As provided in the Invitation for Bids, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the Invitation for Bids. All bids, in the procuring agency's sole judgment, needing clarification must be accorded that opportunity.

Clarification of a bidder's bid must be documented in writing by the procurement officer and must be included with the bid. Documentation concerning the clarification must be subject to disclosure upon request as required by S.C. Code §11-35-410.

Bid Award & Notice of Award

Unless there is a compelling reason to reject bids as prescribed by regulation, notice of an award or an intended award of a contract to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the

Invitation for Bids must be given by posting the notice at a location specified in the Invitation for Bids.

For contracts with a total or potential value greater than \$50,000 but less than \$100,000, notice of the award of a contract must be given by posting and must be sent to all bidders responding to the solicitation on the same day that the notice is posted.

For contracts with a total or potential value of \$100,000 or more, notice of an intended award of a contract must be given by posting the notice for ten days before entering into a contract and must be sent to all bidders responding to the solicitation on the same day that the notice is posted. The posting date must appear on the face of all these notices. If no award protests are received within ten days after notice is given, an agency may enter into a contract.

Please note: SCPRT recommends notifying all bidders via email in order to ensure timely notice of award or intent to award.

When only one response is received, the notice of intent to award and the delay of award may be waived.

Before the posting of the award, the procuring agency may negotiate with the lowest responsive and responsible bidder to lower his bid within the scope of the Invitation for Bids.

Bid Award Protests

The Invitation for Bids and the notice must contain a bidder's right to protest. Any actual bidder who is aggrieved in connection with the intended award or award of a contract shall protest to the appropriate procuring agency within ten days of the date award or notification of intent to award.

An award protest pursuant must be in writing and must be received by the appropriate procuring agency within the ten-day time limit. At any time after filing a protest, but no later than fifteen days after the date award or notification of intent to award is posted, whichever is earlier, a protestant may amend a protest that was first submitted within the time limits. A protest, including amendments, must set forth both the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

In the event of a timely protest, the Project Sponsor shall not proceed further with the solicitation or award of the contract until ten days after a protest decision is posted.

There are no protest rights under S.C. Code §11-35-410 for awards under \$50,000.00.

Cancellation of Invitation for Bids Prior to Award

When it is determined prior to the notification of intent to award or issuance of an award, whichever is earlier, but after bid opening, that the requirements related to the solicitation specifications have not been met, the Invitation for Bids shall be canceled. Acceptable reasons for cancellation of Invitation for Bids include revised scope of work; supplies, services or construction being procured are no longer necessary; or all otherwise acceptable bids are at unreasonable prices. The reasons for cancellation, supported with documentation sufficient to satisfy an external audit, must be made a part of the project file.

If the Invitation for Bids is canceled prior to bid opening, bids must be returned to the bidders.

As a general rule after bid opening, an Invitation for Bids should not be canceled and re-advertised due solely to increased quantities of the items being procured. Award should be made on the initial Invitation for Bids and the additional quantity required should be treated as a new procurement.

Bid Correction & Withdrawal

Correction or withdrawal of inadvertently erroneous bids before bid opening may be permitted in accordance with State Procurement Regulations. After opening, bids must not be corrected or withdrawn. All decisions to permit the correction or withdrawal of bids must be documented by a written determination of appropriateness made by the Project Sponsor and a written statement from the respective bidder.

SMALL PURCHASE PROCEDURES/MINOR CONSTRUCTION (\$10,000.01-\$100,000)*

1. For construction, the Agency may make written requests for written quotes from a minimum of three qualified sources and receive *bona fide* responsive and responsible quotes from *three sources*; or the Agency may provide adequate public notice in SCBO.
2. The advertisement for written quotes in SCBO should be listed under the "Minor Construction" section.
3. The Agency must award to the lowest responsive and responsible source.
4. The Agency should make the purchase on a *purchase requisition form* ([form example](#)) with the following attached in the Agency file:
 - a) A copy of the *written solicitation* and *written quotes*; and
 - b) A statement documenting that the procurement is to the advantage of the State (price and other factors considered), including the administrative cost of the purchase.

**See [Chapter 8 \(page 2\)](#) of the [Manual for Planning and Execution of State Permanent Improvements](#) for information regarding "Special Requirements for Purchases Over \$50,000 but Less Than \$100,000."*

CERTIFIED MINORITY OWNED BUSINESSES

All PARD Project Sponsors shall take appropriate and reasonable steps to make a good faith effort to provide Minority Business Enterprises (MBE) with the maximum opportunity to compete for and perform contracts for PARD projects receiving aid through this program. Project Sponsors recipients shall not discriminate on the basis of race, color, sex or national origin, in the awarding of solicitations.

A Directory of Small or Minority-owned businesses may be found on the South Carolina Division of Small and Minority Business Contracting and Certification website: <http://osmba.sc.gov/>

REIMBURSEMENT REQUESTS

Proper procurement documentation must be included with each reimbursement request. Reimbursement requests that do not include all required documentation will not be processed until all required documentation is received and approved by SCPRT. Project sponsors are strongly encouraged to use SCPRT's Documentation Checklist as a guide for reimbursement requests.

Project Sponsors are strongly encouraged to use and submit AIA Forms for all construction projects. Project Sponsors are also strongly encouraged to utilize AIA Forms to track payments made to vendors. SCPRT is not responsible for any overpayments made to vendors.

Any Change Orders made to existing contracts must be documented to include justification for the change order and impact on contract price.

Proper procurement documentation must be included with each reimbursement request.

Attachment B

CODE OF LAWS

Section 51-23-30. The department shall devise and administer a noncompetitive program of grants to eligible entities within each county area for planning and development for new parks and recreation facilities or renovations of existing facilities. Grant funds may not be used to supplant existing fund for parks and recreation purposes nor may they be used to retire indebtedness incurred prior to July 1, 1988. Grant awards must be made by the department according to criteria and administrative guidelines it shall develop and furnish to potential grant applicants. All grants must be in the form of reimbursements and no grant may be awarded unless the grantee matches the grant in an amount equal to at least twenty percent of the grant. All grant applications must be submitted in writing and signed by members of the county legislative delegation whose signatures represent a combined weight factor of more than 50%. Unexpended grant funds in any account may be carried forward for not more than three succeeding fiscal years, after which any unexpended funds must be reallocated on a statewide basis in the next fiscal year as part of the distribution to the Fund for that year.

Section 51-23-40. Funds allocated to the account of the department pursuant to this chapter must be used by it for planning, development, and renovation of new state parks and recreation facilities located therein except that the department may expend an amount not to exceed five percent of its annual allotment for the expenses of administering this chapter."

Attachment C

WEIGHTED VOTING

<u>County</u>	<u>District</u>	<u>District Pop</u>	<u>County Pop</u>	<u>Weighted Vote</u>
Abbeville County	House District 007	66	25417	0.0013
	House District 011	75351	25417	0.4987
	Senate District 004	7741	25417	0.0529
	Senate District 010	72676	25417	0.4461
Aiken County	House District 081	38017	160099	0.1188
	House District 082	15075	160099	0.0471
	House District 083	30581	160099	0.0955
	House District 084	38210	160099	0.1193
	House District 086	38206	160099	0.1193
	Senate District 024	97359	160099	0.3041
	Senate District 025	32215	160099	0.1005
	Senate District 026	30525	160099	0.0953
Allendale County	House District 091	10419	10419	0.5000
	Senate District 040	3930	10419	0.1885
	Senate District 045	5489	10419	0.3114
Anderson County	House District 006	38039	187126	0.1015
	House District 007	36374	187126	0.0972
	House District 008	36878	187126	0.0985
	House District 009	37591	187126	0.1004
	House District 010	26931	187126	0.0720
	House District 011	11313	187126	0.0302
	Senate District 003	101647	187126	0.2715
	Senate District 004	85479	187126	0.2284
Bamberg County	House District 090	15957	15987	0.5000
	Senate District 040	15937	15987	0.5000
Barnwell County	House District 090	3450	22621	0.0763
	House District 091	19171	22621	0.4237
	Senate District 040	22621	22621	0.5000
Beaufort County	House District 118	30199	162233	0.0931
	House District 120	34212	162233	0.1054
	House District 121	23439	162233	0.0722
	House District 122	119	162233	0.0004
	House District 123	37114	162233	0.1144
	House District 124	37150	162233	0.1145
	Senate District 043	39107	162233	0.1205
	Senate District 045	20741	162233	0.0639
	Senate District 046	102385	162233	0.3155
Berkely County	House District 015	22682	177843	0.0638
	House District 092	36655	177843	0.1031
	House District 099	23975	177843	0.0674

	House District 100	36490	177843	0.1026
	House District 102	31547	177843	0.0887
	House District 117	26494	177843	0.0745
	Senate District 032	10355	177843	0.0291
	Senate District 037	70532	177843	0.1983
	Senate District 038	2993	177843	0.0084
	Senate District 039	7420	177843	0.0209
	Senate District 044	86543	177843	0.2433
Calhoun County	House District 093	15175	15175	0.5000
	Senate District 026	6202	15175	0.2043
	Senate District 039	8973	15175	0.2957
Charleston County	House District 015	13943	350209	0.0199
	House District 094	1596	350209	0.0023
	House District 099	13086	350209	0.0187
	House District 108	8931	350209	0.0128
	House District 109	26042	350209	0.0372
	House District 110	37422	350209	0.0534
	House District 111	36625	350209	0.0523
	House District 112	36943	350209	0.0527
	House District 113	32418	350209	0.0463
	House District 114	28136	350209	0.0402
	House District 115	37252	350209	0.0532
	House District 116	30180	350209	0.0431
	House District 117	10273	350209	0.0147
	House District 119	37362	350209	0.0533
	Senate District 034	17100	350209	0.0244
	Senate District 037	31989	350209	0.0457
	Senate District 038	5955	350209	0.0085
	Senate District 041	91801	350209	0.1311
	Senate District 042	101004	350209	0.1442
	Senate District 043	65855	350209	0.0940
	Senate District 044	11402	350209	0.0163
	Senate District 045	25103	350209	0.0358
Cherokee County	House District 029	21485	55342	0.1941
	House District 030	33857	55342	0.3059
	Senate District 014	55342	55342	0.5000
Chester County	House District 029	863	33140	0.0130
	House District 041	8667	33140	0.1308
	House District 043	23610	33140	0.3562
	Senate District 017	33140	33140	0.5000
Chesterfield County	House District 053	33264	46734	0.3559
	House District 054	6743	46734	0.0721
	House District 065	6727	46734	0.0720
	Senate District 027	46734	46734	0.5000
Clarendon County	House District 064	31895	34971	0.4560
	House District 101	3076	34971	0.0440

	Senate District 036	34971	34971	0.5000
Colleton County	House District 090	16938	38892	0.2178
	House District 097	2625	38892	0.0337
	House District 116	6293	38892	0.0809
	House District 121	13036	38892	0.1676
	Senate District 039	11049	38892	0.1420
	Senate District 040	12269	38892	0.1577
	Senate District 043	558	38892	0.0072
	Senate District 045	15016	38892	0.1930
Darlington County	House District 054	3909	68681	0.0285
	House District 055	1365	68681	0.0099
	House District 059	3191	68681	0.0232
	House District 060	7992	68681	0.0582
	House District 062	33605	68681	0.2446
	House District 065	18619	68681	0.1355
	Senate District 029	59391	68681	0.4324
	Senate District 031	9290	68681	0.0676
Dillon County	House District 055	29383	32062	0.4582
	House District 057	2679	32062	0.0418
	Senate District 028	5485	32062	0.0855
	Senate District 030	26577	32062	0.4145
Dorchester County	House District 094	34806	136555	0.1274
	House District 097	33987	136555	0.1244
	House District 098	36569	136555	0.1339
	House District 102	6334	136555	0.0232
	House District 109	11764	136555	0.0431
	House District 113	4595	136555	0.0168
	House District 114	8500	136555	0.0311
	Senate District 038	94750	136555	0.3469
	Senate District 039	19143	136555	0.0701
	Senate District 041	13351	136555	0.0489
	Senate District 042	2876	136555	0.0105
	Senate District 044	6435	136555	0.0236
Edgefield County	House District 082	19390	26985	0.3593
	House District 083	7595	26985	0.1407
	Senate District 025	26985	26985	0.5000
Farfield County	House District 041	23956	23956	0.5000
	Senate District 017	23956	23956	0.5000
Florence County	House District 059	33215	136885	0.1213
	House District 060	28390	136885	0.1037
	House District 061	34287	136885	0.1252

	House District 062	4617	136885	0.0169
	House District 063	36376	136885	0.1329
	Senate District 030	30748	136885	0.1123
	Senate District 031	88789	136885	0.3243
	Senate District 032	9793	136885	0.0358
	Senate District 036	7555	136885	0.0276
Georgetown County	House District 103	32651	60158	0.2714
	House District 108	27507	60158	0.2286
	Senate District 032	37656	60158	0.3130
	Senate District 034	22502	60158	0.1870
Greenville County	House District 010	6327	451225	0.0070
	House District 016	13620	451225	0.0151
	House District 017	38206	451225	0.0423
	House District 018	38189	451225	0.0423
	House District 019	37944	451225	0.0420
	House District 020	38123	451225	0.0422
	House District 021	38205	451225	0.0423
	House District 022	38226	451225	0.0424
	House District 023	36374	451225	0.0403
	House District 024	37893	451225	0.0420
	House District 025	36713	451225	0.0407
	House District 027	38199	451225	0.0423
	House District 028	37306	451225	0.0413
	House District 035	12758	451225	0.0141
	House District 036	3142	451225	0.0035
	Senate District 005	74707	451225	0.0828
	Senate District 006	101187	451225	0.1121
	Senate District 007	96163	451225	0.1066
	Senate District 008	101609	451225	0.1126
	Senate District 009	30871	451225	0.0342
	Senate District 012	34307	451225	0.0380
	Senate District 013	12381	451225	0.0137
Greenwood County	House District 012	26370	69661	0.1893
	House District 013	38116	69661	0.2736
	House District 014	5175	69661	0.0371
	Senate District 004	11114	69661	0.0798
	Senate District 010	58547	69661	0.4202
Hampton County	House District 122	21090	21090	0.5000
	Senate District 040	5897	21090	0.1398
	Senate District 045	15193	21090	0.3602
Horry County	House District 055	2898	269291	0.0054
	House District 056	38015	269291	0.0706

	House District 057	3013	269291	0.0056
	House District 058	36435	269291	0.0676
	House District 068	37815	269291	0.0702
	House District 103	2811	269291	0.0052
	House District 104	36892	269291	0.0685
	House District 105	37637	269291	0.0699
	House District 106	36572	269291	0.0679
	House District 107	37203	269291	0.0691
	Senate District 028	96014	269291	0.1783
	Senate District 030	2424	269291	0.0045
	Senate District 032	4576	269291	0.0085
	Senate District 033	104709	269291	0.1944
	Senate District 034	61568	269291	0.1143
Jasper County	House District 118	7033	24777	0.1419
	House District 120	2338	24777	0.0472
	House District 122	15406	24777	0.3109
	Senate District 045	21856	24777	0.4411
	Senate District 046	2921	24777	0.0589
Kershaw County	House District 050	4790	61697	0.0388
	House District 052	38228	61697	0.3098
	House District 065	4287	61697	0.0347
	House District 080	14392	61697	0.1166
	Senate District 027	37025	61697	0.3001
	Senate District 035	24672	61697	0.1999
Lancaster County	House District 044	38086	76652	0.2484
	House District 045	28443	76652	0.1855
	House District 053	3251	76652	0.0212
	House District 065	6872	76652	0.0448
	Senate District 016	64050	76652	0.4178
	Senate District 027	12602	76652	0.0822
Laurens County	House District 014	32867	66537	0.2470
	House District 016	24437	66537	0.1836
	House District 042	9233	66537	0.0694
	Senate District 009	66537	66537	0.5000
Lee County	House District 050	19220	19220	0.5000
	Senate District 029	11228	19220	0.2921
	Senate District 035	7992	19220	0.2079
Lexington County	House District 039	21139	262391	0.0403
	House District 069	37568	262391	0.0716
	House District 071	1822	262391	0.0035

	House District 085	38132	262391	0.0727
	House District 087	38176	262391	0.0727
	House District 088	38058	262391	0.0725
	House District 089	38033	262391	0.0725
	House District 093	11264	262391	0.0215
	House District 096	38199	262391	0.0728
	Senate District 018	57411	262391	0.1094
	Senate District 020	23698	262391	0.0452
	Senate District 023	98143	262391	0.1870
	Senate District 025	24019	262391	0.0458
	Senate District 026	59120	262391	0.1127
Marion County	House District 057	30945	33062	0.4680
	House District 061	2117	33062	0.0320
	Senate District 030	33062	33062	0.5000
Marlboro County	House District 054	25960	28933	0.4486
	House District 055	2973	28933	0.0514
	Senate District 029	26106	28933	0.4511
	Senate District 030	2827	28933	0.0489
McCormick County	House District 012	10233	10233	0.5000
	Senate District 010	4426	10233	0.2163
	Senate District 025	5807	10233	0.2837
Newberry County	House District 040	37508	37508	0.5000
	Senate District 018	37508	37508	0.5000
Oconee County	House District 001	36528	74273	0.2459
	House District 002	37745	74273	0.2541
	Senate District 001	74273	74273	0.5000
Orangeburg County	House District 066	36761	92501	0.1987
	House District 091	7697	92501	0.0416
	House District 093	11022	92501	0.0596
	House District 095	37021	92501	0.2001
	Senate District 039	49341	92501	0.2667
	Senate District 040	43160	92501	0.2333
Pickens County	House District 002	0	119224	0.0000
	House District 003	38114	119224	0.1598
	House District 004	38179	119224	0.1601
	House District 005	38035	119224	0.1595
	House District 010	4896	119224	0.0205
	Senate District 001	22303	119224	0.0935
	Senate District 002	96921	119224	0.4065
Richland County	House District 041	4483	384504	0.0058
	House District 070	20874	384504	0.0271
	House District 071	34663	384504	0.0451

	House District 072	37892	384504	0.0493
	House District 073	38232	384504	0.0497
	House District 074	36776	384504	0.0478
	House District 075	37179	384504	0.0483
	House District 076	38180	384504	0.0496
	House District 077	38188	384504	0.0497
	House District 078	37517	384504	0.0488
	House District 079	38199	384504	0.0497
	House District 080	22321	384504	0.0290
	Senate District 019	100434	384504	0.1306
	Senate District 020	77052	384504	0.1002
	Senate District 021	100253	384504	0.1304
	Senate District 022	96884	384504	0.1260
	Senate District 035	9881	384504	0.0128
Saluda County	House District 039	17086	19875	0.4298
	House District 082	2789	19875	0.0702
	Senate District 010	10931	19875	0.2750
	Senate District 025	7665	19875	0.1928
	Senate District 026	1279	19875	0.0322
Spartanburg County	House District 031	37344	284307	0.0657
	House District 032	36893	284307	0.0649
	House District 033	38061	284307	0.0669
	House District 034	37661	284307	0.0662
	House District 035	25435	284307	0.0447
	House District 036	34329	284307	0.0604
	House District 037	36376	284307	0.0640
	House District 038	38208	284307	0.0672
	Senate District 005	26398	284307	0.0464
	Senate District 011	100789	284307	0.1773
	Senate District 012	69859	284307	0.1229
	Senate District 013	74176	284307	0.1305
	Senate District 014	13085	284307	0.0230
Sumter County	House District 050	12548	107456	0.0584
	House District 051	36673	107456	0.1706
	House District 064	5108	107456	0.0238
	House District 067	37606	107456	0.1750
	House District 070	15521	107456	0.0722
	Senate District 035	53571	107456	0.2493
	Senate District 036	53885	107456	0.2507
Union County	House District 042	28961	28961	0.5000
	Senate District 013	17800	28961	0.3073
	Senate District 014	5475	28961	0.0945
	Senate District 018	5686	28961	0.0982
Williamsburg County	House District 101	33350	34423	0.4844
	House District 103	1073	34423	0.0156

	Senate District 032	34423	34423	0.5000
York County	House District 026	36914	226073	0.0816
	House District 029	15043	226073	0.0333
	House District 030	3151	226073	0.0070
	House District 043	13314	226073	0.0294
	House District 045	8663	226073	0.0192
	House District 046	37609	226073	0.0832
	House District 047	37145	226073	0.0822
	House District 048	37326	226073	0.0826
	House District 049	36908	226073	0.0816
	Senate District 014	31393	226073	0.0694
	Senate District 015	105434	226073	0.2332
	Senate District 016	41311	226073	0.0914
	Senate District 017	47935	226073	0.1060

Attachment D: PARD ACKNOWLEDGEMENT SIGN

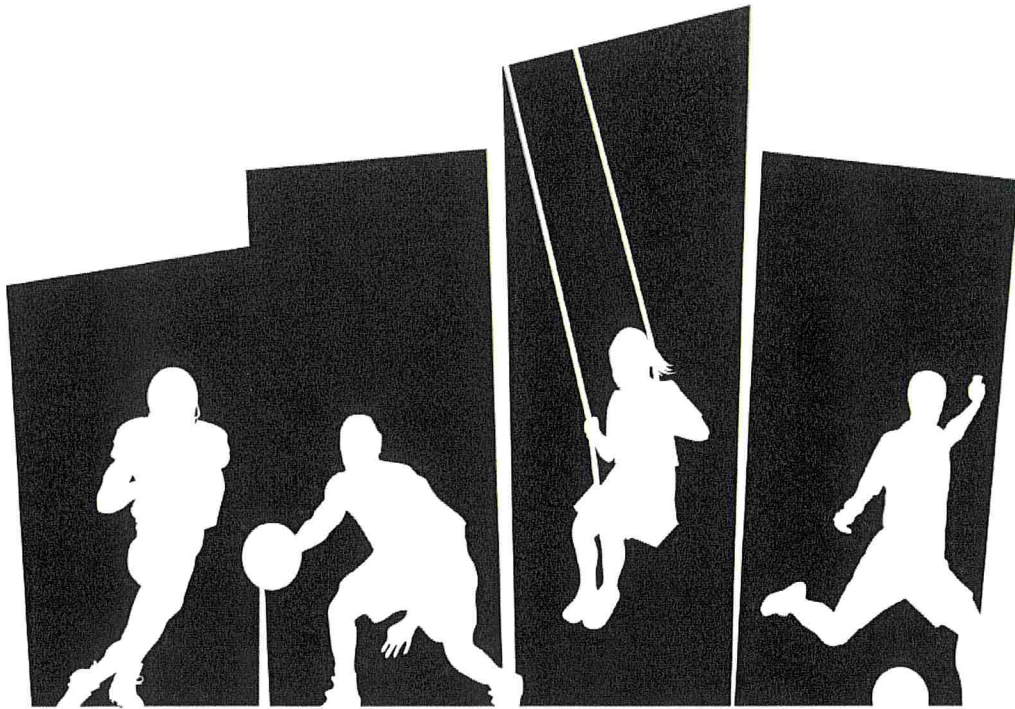
PARD project sponsors **are required** to post a sign acknowledging the grant funds used in their projects. Signs should be posted in a prominent location (entrance to Park is perfect) and recommended specifications for the sign are as follows: 18" x 24", wood or metal construction with inscription as found below. You can have the sign made by a local vendor or you order them through the Department of Corrections – Sign Shop 803-896-2131. The sign can be color or black & white, it is your preference, see attached designs.



PARD

PARKS AND RECREATION DEVELOPMENT FUND

THIS PROJECT ASSISTED BY THE STATE OF SOUTH CAROLINA
THROUGH YOUR COUNTY LEGISLATIVE DELEGATION.



PARD

PARKS AND RECREATION DEVELOPMENT FUND

THIS PROJECT ASSISTED BY THE STATE OF SOUTH CAROLINA
THROUGH YOUR COUNTY LEGISLATIVE DELEGATION.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1231-R2023
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Council is being asked to approve the inducement Resolution for Project Spider, which (1) provides Special Source Revenue Credits with respect to the Project and, (2) includes the location of the Project in a Multi-County Park established pursuant to the Multi-County Park (MCP) Act.

This project has a companion Ordinance, which is Ordinance number 2023-1842.

Points to Consider:

The Project is expected to result in the aggregate investment in real and personal property of approximately \$6,900,000 and to result in the creation of approximately 167 new full-time jobs in the County.

Funding and Liability Factors:

The funding and liability factors are detailed in the Special Source Revenue Credit Agreement attached to Ordinance 2023-1842.

Recommendation:

Approve the Inducement Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1231-R2023	3/22/2023	Resolution

STATE OF SOUTH CAROLINA

)

RESOLUTION 1231-R2023

)

COUNTY OF LANCASTER

)

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.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered to establish a multicounty industrial or business park (an "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

WHEREAS, a company, whose identity is confidential at this time but will be referred to in this Resolution as Project Spider, and one or more affiliates (collectively, the "Company"), is considering the acquisition, construction and installation of a project upon certain property within the County (the "Project"), *provided, that*, the County enters into certain incentive arrangements with the Company as set forth herein;

WHEREAS, the Project is expected to result in the aggregate investment in real and personal property of approximately \$6,900,000 and to result in the creation of approximately 167 new full-time jobs in the County;

WHEREAS, the Company has requested that the County (i) provide SSRCs with respect to the Project and (ii) include the location of the Project in an MCP established pursuant to the MCP Act;

WHEREAS, the Council intends by this Resolution to commit to the Company to (i) enter into a Special Source Revenue Credit Agreement ("SSRC Agreement") for the Project that provides SSRC incentives, and (ii) include the Project property in an MCP established pursuant to the MCP Act.

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

1. Council commits to provide SSRC incentives for the Project, the terms of which shall be set forth in a SSRC Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

- a. an initial investment period (the “Investment Period”) which shall end on December 31 of the fifth year after the first year in which any portion of the Project is first placed in service;
- b. for FILOT Payments due by the Company and/or any affiliates with respect to the Project, an SSRC of thirty percent (30%) for the first ten (10) years of such FILOT Payments;
- c. the Company’s commitment to invest, or cause investment of, at least \$6,000,000, in the aggregate, by itself and/or any affiliates in the Project by no later than the end of the initial Investment Period (the “Minimum Contractual Investment Requirement”) and to maintain such investment for so long as the Special Source Revenue Credits are scheduled to be provided by the County, and the Company’s commitment to create at least 125 new full-time jobs at the Project in the County by no later than the end of the initial Investment Period (the “Minimum Contractual Jobs Requirement”) and to maintain such jobs for so long as the Special Source Revenue Credits are scheduled to be provided by the County; provided, in the event either (1) 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 SSRC applicable to each FILOT Payment 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;
- d. Provisions requiring the Company and any affiliate to provide documentation to the County Economic Development Director to prove compliance by the Company and any sponsor affiliate with the Minimum Contractual Jobs Requirement. The documentation may include providing completed South Carolina Department of Revenue job tax credit forms, such as form TC-4, and completed South Carolina Department of Employment and Workforce quarterly contribution and wage reports, such as form CUE 120. In lieu of providing any of the forms specifically identified in this item 1(d), the Company and the County Economic Development Director may agree on an alternative method for the Company and any sponsor affiliate to demonstrate compliance with the Minimum Contractual Jobs Requirement.
- e. the commitment of the Company to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including reasonable attorney’s fees, related to the SSRC Agreement, the location of the Project and the land on which the Project is now, or hereafter to be located, within the boundaries of a MCP, and for the County’s administrative expenses associated with the annual computation and provisions of the SSRC.

2. Council shall use its best efforts to include the land on which the Project is now, or hereafter to be, located in an MCP, if not already included in an MCP. The period of time for inclusion of the land in an MCP shall be for a period at least as long as the period the SSRC Agreement is effective.

3. Council shall approve the SSRC Agreement, and any other agreement or document contemplated by this Resolution, in accordance with South Carolina law and the rules and procedures of the Council.

4. Council finds that (i) 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, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

5. 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.

6. This Resolution takes effect upon its adoption.

[Signatures follow on next page]

AND IT IS SO RESOLVED

Dated this 27th day of March, 2023.

[SEAL]

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

Attest:

Sherrie Simpson, Clerk to Council

Approved as to form:

Ginny L. Merck-Dupont, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1842
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Approve the First Reading of Ordinance 2023-1842 on March 27, 2023, followed by second reading on April 11, 2023. The client is requesting that the Public Hearing and 3rd Reading then be held for 1 month, and then hold the public hearing and third reading on May 22nd, at which time the company's name would be revealed.

There is 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

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

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:

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, 2nd 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 31st, 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

Ordinance # / Resolution #: Ordinance 2023-1840 / Planning Case Number: UDO-TA-2022-2602 Section 6.4

Contact Person / Sponsor: A. Davis / Planning

Department: Planning

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Application by Lancaster County to amend the Unified Development Ordinance 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.

Currently, Lancaster County allows a maximum of 20 lots to access off of a dead end road pursuant to UDO section 6.4.1.D.1. As written, this standard applies to not only new construction but all existing dead-end roads within the County. Following concerns from constituents and a failed request to a variance from these regulations (VAR-2022-2006), County Council directed Planning Staff to prepare a text amendment which would provide relief to property owners on roads which existed prior to the adoption of the current UDO.

Points to Consider:

It should be noted that there are other factors which determine whether or not a property can be subdivided (how many times the lot has been previously divided, lot size, zoning compliance, etc.). While this text amendment may provide relief and the ability to subdivide to some residents, it does not guarantee that all lots located on existing roads may now be subdivided.

Funding and Liability Factors:

N/A

Recommendation:

Planning Commission unanimously recommended **approval** of the text amendment as proposed.

Some commissioners expressed concerns about public safety access to the roads most effected by this amendment; including concerns with road widths, adequate turnarounds, and overall road conditions.

At the 2/13/23 Council meeting, an alternative option regarding road category was discussed, and a summary of the option has been included at the beginning of this report.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2023-1840	3/8/2023	Ordinance
Exhibit 1 to Ordinance 2023-1840: Proposed Language	1/9/2023	Exhibit
Updated Planning Staff Report	3/8/2023	Planning Staff Report
Application	1/10/2023	Exhibit

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-1840

COUNTY OF LANCASTER

)

)

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

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 a maximum of 20 lots to access off of a dead-end road pursuant to Section 6.4.1.D.1. As written, this standard applies to not only new construction, but all existing dead-end roads within the County.
- (f) The text amendment would exempt roads which were developed prior to November 28, 2016 from the following connectivity standards: block length; block width; through-block connectivity; maximum length of a dead end road; and number of lots which may access off of a dead end road. This exemption would not apply to an extension of an existing road in conjunction with new development.
- (g) The text amendment provides relief and the ability to subdivide for some properties, however, it does not guarantee that all lots located on existing roads may now be subdivided as additional factors including, but not limited to, 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 January 17, 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: February 13, 2023
Public Hearing: February 13, 2023
Second Reading: March 13, 2023
Third Reading: March 27, 2023

Approved as to form:

Virginia Merck-Dupont, County Attorney

6.3 REQUIRED IMPROVEMENTS FOR ALL DEVELOPMENT

All development which does not qualify as a Minor Subdivision according to the criteria in Chapter 9 shall be required to install or construct the improvements specified in the table below. The developer shall be responsible for the installation and construction of required improvements according to the provisions of this ordinance and the South Carolina Department of Transportation (SCDOT) Access and Roadside Management Standards (ARMS) manual, except as may otherwise be specifically provided herein or by County policy or agreement.

Required Improvements	Zoning Districts														
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	LI	HI	All Others
Underground Drainage*	-	-	-	-	-	-	-	X	X	X	X	X	X	X	X
Curb and Gutter*	-	-	-	-	-	-	-	X	X	X	X	X	X	X	X
Public Water and Hydrants	-	-	-	-	-	-	X	X	X	X	X	X	X	X	X
Public Sewer	-	-	-	-	-	-	X	X	X	X	X	X	X	X	X
Street Lights	-	-	-	-	-	-	-	X	X	X	X	X	X	X	X
Street Trees	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Paved Streets	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Street Signs (All)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Underground Wiring	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Park/Open Space	X	-	-	-	X	X	X	-	-	-	-	X	-	-	X
Sidewalks (also see 6.7.1)*	-	-	-	-	-	X	X	X	X	X	X	X	-	-	X

* Administrator may wave required improvements with use of approved Low Impact Development Infrastructure.

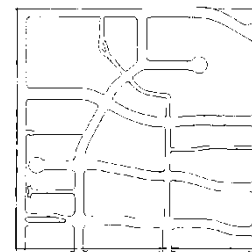
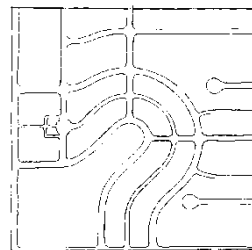
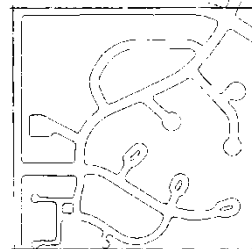
6.4 CONNECTIVITY

6.4.1 GENERAL

The arrangement, character, extent, width, grade and location of all streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed use of the land to be served by such streets. The proposed street system shall be designed to provide vehicular interconnections in order to facilitate internal and external traffic movements in the area, improve access/egress for neighborhoods and communities, provide faster response time for emergency vehicles, and improve the connections between neighborhoods and communities. Street arrangements shall not be such as to cause hardship to the owner of adjoining property in platting their own land and providing convenient access to it.

All roads constructed prior to the adoption of this ordinance (adoption date: 11-28-2016) are exempt from the regulations found in sections 6.4.1.A through 6.4.1.D.

In the event that an existing road is extended in conjunction with new development all of the following standards shall apply.



The images at left illustrate three conceptual subdivision layouts. The top image is an example of a poor layout with too few connections and many dead ends. The lower two images show improved street layouts with the required connections and a network of streets. (Diagrams courtesy of Fort Collins, Colorado)

- A. Block Lengths:** Block lengths shall adhere to the standards in the following table:

	Minimum Block Length	Maximum Block Length
Rural & Transitional Districts*	240 feet	1,000 feet
Neighborhood Mixed Use Districts*	240 feet	600 feet

**District classifications are outlined in Chapter 2.*

- B. Block Width:** Blocks shall have sufficient width to provide for 2 tiers of lots of appropriate depth except where otherwise required to separate residential development from through traffic.
- C. Through-Block Connections:** A pedestrian/bicycle accessway shall be required near the center and entirely across any block in excess of 800 feet in length where deemed essential by the Administrator to provide adequate access to any school, shopping center, church, park, or transportation facility (such as a greenway, sidewalk, or bike lane). Such connections shall be owned and maintained by an approved homeowner's association.
- D. Cul-de-Sac:** In general, streets with one end permanently closed shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area clearly indicates that a through street is not essential at the location of the proposed cul-de-sac. In instances where permanent dead-end streets or cul-de-sacs are permitted, they must adhere to the following requirements:
1. **Maximum Length:** 800 feet, measured from the point of street centerline intersection to the center point of the cul-de-sac, and no more than 20 lots.
 2. **Turnaround Dimensions:** The closed end of such streets shall be designed with turnaround dimensions in accordance with Appendix C, MSSD.
 3. **Cul-de-sac Connections:** For the purposes of meeting the connectivity index requirements in Section 6.4.3.A, credit for 1 additional segment shall be given when a pedestrian/bicycle accessway is provided between the following:
 - a. Two permanent cul-de-sacs, or
 - b. A cul-de-sac and any school, shopping center, church, park, or transportation facility (such as a greenway, sidewalk, bike lane, etc.)
- E. Street Jogs Prohibited:** Street jogs with centerline offsets of less than 150 feet shall not be permitted.
- F. Reserve Strips Prohibited:** Reserve strips and non-access easements adjoining street rights-of-way for the purpose of preventing access to or from adjacent property, and half-streets, except those required to prevent access to thoroughfares, shall not be permitted.
- G. Street Width Transition:** Where a proposed street extends an existing street of a different width than what is required by this section, the width transition shall be made within the first block of the proposed development, but in no instance less than the distance specified by the standards of the South Carolina Department of Transportation (SCDOT). Said standards are those contained in the latest edition of "A Policy on Geometric Design of Highways and Streets" by the American Association of State Highway and Transportation Officials (AASHTO).
- H. Access to Major or Minor Thoroughfares:** Where a subdivision borders an existing or proposed Major or Minor Thoroughfare, no direct driveway access shall be permitted to such facilities from the lots within the subdivision.

PROPOSAL: Amend Unified Development Ordinance Section 6.4: Connectivity

APPLICABLE CHAPTER(S): Chapter 6

APPLICANT: Lancaster County

STATUTORY NOTICES: Hearing notice published 12/31/2022 in The Lancaster News
And 1/11/2023 in Carolina Gateway
Posted agenda in lobby 1/10/2023

PROJECT SUMMARY & PROPOSAL:

Currently, Lancaster County allows a maximum of 20 lots to access off of a dead end road pursuant to UDO section 6.4.1.D.1. As written, this standard applies to not only new construction but all dead roads within the County. Following concerns from constituents and a failed request to a variance from these regulations (VAR-2022-2006), County Council directed Planning Staff to prepare a text amendment which would provide relief to property owners on roads which existed prior to the adoption of the current UDO.

UPDATE SINCE 2/27/2023

Public input during the 2/13/23 County Council meeting indicated that the current proposal would not fully help at least one of the families who have property impacted by section 6.4.1.D.1. Staff proposed a delay to evaluate an alternative and/or addition to the proposed amendment that would exempt rural subdivisions from certain regulations, using a street hierarchy to ensure fair applicability.

BACKGROUND:

The current UDO separates rules for streets between rural and other uses in two ways.

6.4.1.A. – block lengths are different for rural and transitional districts (max 1,000 ft) than neighborhood mixed use districts (max 600 ft).

6.14 and Appendix C, MSSD incorporate different parameters for rights-of-way and pavement, based on the road being urban or rural

<i>Road Type</i>	<i>Right-of-Way (feet)</i>	<i>Pavement (feet)</i>
Local (Urban)	50	22
Local (Rural)	60	22
Collector (Urban)	60	24
Collector (Rural)	66	24
Commercial/Arterial (Urban)	60	26
Commercial/Arterial (Rural)	66	26

Additionally, the current UDO already limits some land uses by access to the basic road descriptions in the code. Some examples:

- Manufacture home sites (in parks) shall only have direct access to internal park streets. (5.2.7.C.11)
- Residential care facilities may not have more than 16 units unless they have access to collector or arterials streets. (5.2.8.C)
- Campground sites are not allowed to have direct vehicular access to a road (5.3.3.B).
- Restricted personal services are required to access from an interior street in their development, not an exterior local, collector, or arterial road. (5.4.6.A.3)
- Racetracks and outdoor theaters are required to have direct access to a collector or arterial street as their primary access. (5.5.8.C and 5.5.13.C)
- Sports arenas/stadiums are required to have primary access on collector or higher streets. (5.6.6.A)
- Restricted industry, junkyards, warehouse storage, and landfills are required to have access on a major or minor thoroughfare. (5.9.1.F, 5.9.3.G, 5.9.13.F, et al)
- Wholesaling and distribution is required to have access to an arterial or major collector road. (5.9.14.A)

These examples show where different regulations are in place that are based on adjacent road categorizations. This mechanism could be evaluated as a potential option for rural farm subdivisions.

OPTION:

If the UDO had a list of road types that were categorized by unique attributes (annual average daily traffic counts, width of right-of-way and travel lanes, number of lanes, etc), the type of road could be used to determine what types of review would be applied.

For instance: Subdivision of property into lots 10 acres or greater where no new street is involved already has special consideration in the UDO; the length of road requirement and restriction on number of lots could be exempted for this type of subdivision in rural zones as a consideration to maintain farmlands in family ownership. This ties into a goal in the current *Comprehensive Plan*: "Retain farm lands and rural open spaces and improve urban planning."

BENEFITS:

- There is potential to help those working to keep farmland in family ownership.
- To date, the UDO contains references to several road types that are undefined in the code. A full accounting and hierarchical list would be an asset for code interpretation.
- The proposal could help move forward objectives in the *Comprehensive Plan*.

- Better data organization helps create better maps and a better understanding of the status of road infrastructure in the County.

CHALLENGES:

- This type of ordinance would take a wider review. Staff would need input from Public Works and Stormwater as the descriptions were created, in order to ensure no accidental issues were created with other programs and/or codes.
- Staff would need to evaluate existing data from GIS, Public Works, and other sources to determine what information was already available and what would need to be created.
- Technical drawings of the design profiles for new road categories would need to be created and adopted as part of Appendix C, Manual of Specification and Standard Details (MSSD).
- Additional staff would be needed to field-verify data collected and enter the data into a database for future reference.
- Additional staff may be needed to measure and ensure accurate road categorization for each applicable subdivision application.
- The time involved in this type of proposal would further delay those families who wish to subdivide the property sooner rather than later.

NEXT STEPS:

If the Council wishes to move forward with a road hierarchy project, they could direct staff to begin work on defining and designing a more robust list of street types, and create recommendations for regulations that would align with the levels of service. This project would include the Planning Commission and a public hearing, and could be incorporated into the UDO rewrite.

If Council wishes to grant the next reading of the current proposal (**UDO-TA-2022-2602**), it would not be in conflict with the road hierarchy project. The current proposal (see next page) helps those who want to subdivide off of existing roads, but does not help those who would need to create additional road length in order to access new lots. A public hearing for this item was held, and the Planning Commission recommended approval. This recommendation has not changed.

STAFF CONTACT:

Allison Hardin,
Interim Planning Director
ahardin@lancastercountysc.net

PROPOSAL: Amend Unified Development Ordinance Section 6.4: Connectivity

APPLICABLE CHAPTER(S): Chapter 6

APPLICANT: Lancaster County

STATUTORY NOTICES: Hearing notice published 12/31/2022 in The Lancaster News
And 1/11/2023 in Carolina Gateway
Posted agenda in lobby 1/10/2023

PROJECT SUMMARY & PROPOSAL:

Currently, Lancaster County allows a maximum of 20 lots to access off of a dead end road pursuant to UDO section 6.4.1.D.1. As written, this standard applies to not only new construction but all dead roads within the County. Following concerns from constituents and a failed request to a variance from these regulations (VAR-2022-2006), County Council directed Planning Staff to prepare a text amendment which would provide relief to property owners on roads which existed prior to the adoption of the current UDO.

OUTLINE OF TEXT AMENDMENT:

The following sections of the UDO are proposed to be amended: 6.4.1

With the addition of the following language:

All roads constructed prior to the adoption of this ordinance (adoption date: 11-28-2016) are exempt from the regulations found in sections 6.4.1.A through 6.4.1.D.

In the event that an existing road is extended in conjunction with new development all of the following standards shall apply.

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 in context of the relevant section is found in Attachment 1.

FINDINGS AND CONCLUSIONS:

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

This amendment would exempt roads which were developed prior to November 28th, 2016 from the following connectivity standards: block length, block width, through-block connectivity, maximum length of a dead end road, and number of lots which may access off of a dead end road. This exemption would not apply to an extension of an existing road in conjunction with new development.

It should be noted that there are other mitigating factors which determine whether or not a property can be subdivided (how many times the lot has been previously divided, lot size, zoning compliance, etc.). So while this text amendment may provide relief and the ability to subdivide to some residents it does not guarantee that all lots off of existing roads may now be subdivided.

STAFF RECOMMENDATION:

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

ATTACHMENTS:

1. Proposed Text Amendment

STAFF CONTACT:

Ashley Davis,
Senior Planner
adavis@lancastersc.net



Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
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 6.4.1

Current Text See attached

Proposed Text See attached

Description of Need for Proposed Text Request from County Council

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name LANCASTER COUNTY

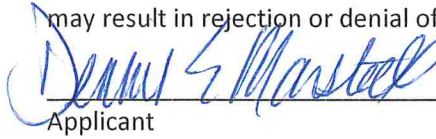
Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-265-6005

Fax _____ Email planning@lanastersc.net

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.

 _____, County Administrator
Applicant

1 / 10 / 2023
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 20222602 Date Received _____ Receipt Number _____

Amount Paid NA Check Number _____ Cash Amount _____

Received By JLB Planning Commission Meeting Date January 17, 2023

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1841 / Planning Case Number: UDO-TA-2022-2606 Chapters 2 and 4

Contact Person / Sponsor: Allison Hardin / Planning

Department: Planning

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Application by Lancaster County to amend Unified Development Ordinance Chapters 2, 4, and related provisions regarding standards for Medium Density Residential (MDR) District and Cluster Subdivision Overlay (CSO) District.

Growth management has been an active discussion with the County Council over the course of the last several months. With the previously proposed Interim Ordinance being disapproved, active discussion and citizen engagement has occurred prompting the County Council to initiate proposed changes to the Medium Density Residential (MDR) Zoning District and its associated Cluster Subdivision Overlay District (CSOD).

The underlying intent of the amendments (as understood by staff) include: 1) Decreasing density of residential developments, 2) Increasing residential lot sizes, 3) Increasing useable open space acreage in neighborhoods, 4), Breaking up residential block faces, and 5) Expanding driveway parking within neighborhoods.

The proposed amendments are also a recognition that additional rezonings may be forthcoming in association with the Cane Creek Basin Sewer Extension Project (i.e. Roselyn) and wishing to be better prepared for future growth in this area prior to completion of the full rewrite of the UDO.

Points to Consider:

Whether or not Council wishes to address shortcomings of the MDR and Cluster Subdivision Overlay District in the areas of density, lot sizes, open space, driveway parking, and related topics prior to adoption of the full UDO Rewrite.

Funding and Liability Factors:

Not applicable.

Recommendation:

The Planning Commission considered this item at their January meeting and unanimously recommended **approval**. The recommendation reflected support for Version 2 of the amendment. A memo has been prepared to better explain the two versions of the amendment and is attached.

Planning Commissioners did express some concern with the proposed changes regarding how density is calculated and its impact on the financial feasibility of projects. The proposed changes were requested by County Council and only permit 50% of environmentally encumbered land to be considered within density calculations. The current UDO allows all gross acreage to be included in the density calculation.

Staff also recommended approval of the proposed amendments. Staff shares Planning Commission's concern regarding changes to density calculations.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1841	3/22/2023	Ordinance
Planning Commission Follow Up Memo	1/26/2023	Backup Material

Staff Report	1/10/2023	Backup Material
Application	1/10/2023	Backup Material
Draft Chapter 2	1/10/2023	Backup Material
Draft Chapter 4-Version 1	1/10/2023	Backup Material
Draft Chapter 4-Version 2	1/10/2023	Backup Material

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-1841

COUNTY OF LANCASTER

)

)

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

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 these interim ordinance text amendments 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 text amendment related to Chapter 2 of the UDO would increase minimum lot size in the Medium Density Residential (MDR) District from 10,000 square feet to 12,000 square feet; increase front setbacks for garages to 40 feet from 30 feet; and change density to 2.0 dwelling units per acre from 2.5 dwelling units.
- (f) The text amendment will additionally provide notational changes at the bottom of the dimensional table to implement modifications related to the MDR District density calculation and open space. The amendments implementing these changes will apply to both Cluster Subdivisions and the MDR District. Under this amendment, conventional MDR projects will meet the same open space standards as the Cluster Subdivision Overlay District (CSOD).
- (g) The text amendment related to Chapter 4 would establish a 70 foot minimum lot width per lot and 9,500 square foot minimum lot area for 51% of the lots in a subdivision; establishes an exception by allowing up to 49% of the lots to have a minimum of 50 foot lot width and 7,000 square foot minimum lot area; limits the amount of floodplain being eligible for use as required open space to 50%; requires block face to be broken up with open space or a street

intersection; creates net-density calculations versus gross density calculations using total site acreage; and limits Primary Conversation land and floodplain acreage to 50% in density calculation.

- (h) The text amendments will improve the quality of new subdivisions within the MDR District and its associated CSOD by virtue of increasing lot sizes while allowing variability in lot width, incorporation of more useable open space, providing more onsite parking, and reducing uninterrupted block faces.
- (i) The text amendments are 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.
- (j) Lancaster County Planning Commission considered the proposed text amendments at its meeting on January 17, 2023 and by a unanimous vote, recommended approval of the proposed text amendments with Version 2 of the amendment related to Chapter 4 being the preferred version. This ordinance codifies their preferred version.

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: March 27, 2023
Second Reading: April 11, 2023
Third Reading: April 24, 2023
Public Hearing: April 24, 2023

Approved as to form:

Virginia Merck-Dupont, County Attorney



Date: January 26, 2023

To: County Council

From: Rox Burhans, Development Services Director

SUBJECT: PLANNING COMMISSION STAFF REPORT AND RECOMMENDATION

This memo provides additional information regarding the Planning Commission recommendation and the two versions of the proposed amendments that were presented to them.

At the January 17, 2023 Planning Commission meeting, staff presented proposed amendments to Unified Development Ordinance (UDO) Chapters 2 and 4 to modify provisions within the Medium Density Residential (MDR) District and its associated Cluster Subdivision Overlay District (CSOD).

One specific provision within the text amendment included proposed changes to the lot size variety requirement within the CSOD. While this district permits 50-ft wide lots, it also requires a total of 3-distinct lot types with a minimum 10-ft of width separating each lot type (i.e. 50-ft, 60-ft, and 70-ft). Staff had proposed changes to this system to create more flexibility in its administration and create more distinct lots. This is accomplished by creating two categories of lots with a larger, 20-ft gap between them (i.e. 50-ft and 70-ft).

At the January 5th Planning Commission workshop, Commissioners asked staff to prepare a second version to these changes that eliminated the minimum gap between lot types and simply allowed a certain percentage of lots to be 50-ft wide (49% of lots). Versions 1 and 2 of this amendment were presented to the Planning Commission for consideration (see staff report and attachments).

At the January 17th Planning Commission meeting, Commissioners unanimously recommended approval of the proposed text amendments. This recommendation included support for Version 2 of the lot size variety changes that were suggested by Planning Commission at their workshop. Planning Commissioners felt Version 2 of the amendment would help better integrate the two lot types within a proposed subdivision phase and may result in larger lots overall in a CSOD project. Staff does not have any concerns with Version 2 of the lot size variety changes.

Staff wished to explain the background of the two versions of the amendment discussed in the staff report and the associated Planning Commission recommendation.

Please feel free to contact the Planning and Zoning Department if you have any questions.

PROPOSAL:	Amend Unified Development Ordinance Chapters 2 and 4: Standards for Medium Density Residential District and Cluster Subdivision Overlay District.
APPLICABLE CHAPTER(S):	UDO Chapters 2 and 4
APPLICANT:	Lancaster County
STATUTORY NOTICES:	Hearing notice published 12/31/2022 in The Lancaster News And 1/11/2023 in Carolina Gateway Posted agenda in lobby 1/10/2023

PROJECT SUMMARY & PROPOSAL:

Growth management has been an active discussion with the County Council over the course of the last several months. With the previously proposed Interim Ordinance being disapproved, active discussion and citizen engagement has occurred prompting the County Council to initiate proposed changes to the Medium Density Residential (MDR) Zoning District and its associated Cluster Subdivision Overlay District (CSOD).

The underlying intent of the amendments (as understood by staff) include: 1) Decreasing density of residential developments, 2) Increasing residential lot sizes, 3) Increasing useable open space acreage in neighborhoods, 4), Breaking up residential block faces, and 5) Expanding driveway parking within neighborhoods.

The proposed amendments are also a recognition that additional rezonings may be forthcoming in association with the Cane Creek Basin Sewer Extension Project (i.e. Roselyn) and wishing to be better prepared for future growth in this area prior to completion of the full rewrite of the UDO.

OUTLINE OF TEXT AMENDMENT:

The following sections of the UDO are proposed to be amended:

UDO Section 2.4 (Dimensional Table): The changes to this section include the following items:

- Increases MDR District front setback to 40-ft for garages only (provide more driveway parking)
- Increases MDR District lot area to 12,000 sq. ft. to better accommodate setback changes and create lots more in keeping with Lancaster County character
- Reduces density to 2.0 dwelling units per-acre (from 2.5). The current density limit has never been achieved under this UDO (to staff's knowledge). The proposed changes will further reduce density opportunities. Council (and staff) would like to have a more realistic maximum density.

- Notational changes at bottom of the dimensional table to implement modifications related to MDR District density calculation and open space. The amendments implementing these changes will apply to both Cluster Subdivisions and the MDR District and therefore staff is simply making references in the use table (for code writing efficiency). Under this amendment, conventional MDR projects will meet the same open space standards as the CSOD.

UDO Section 4.4.1: Cluster Subdivision Overlay District: At the 1/5/23 Planning Commission Workshop, there was feedback received to consider not having two distinct lot types in the proposed CSOD amendment. In place of distinct lot types, the suggestion was to establish a minimum 70-ft lot type and allow a lesser amount of smaller, 50-ft lot types. This suggestion also requires modifying the minimum lot areas and other CSOD sections.

Staff has proposed two versions of the Chapter 4 amendments for Planning Commission consideration that includes the version presented at the workshop (Version #1) and the alternative version (Version # 2). The alternative provisions in Version 2 have been highlighted in yellow. The remaining sections are consistent with Version 1. The following will outline the proposed changes to Chapter 4.

- Increases CSOD front setback for garages only to 40-ft (provide more driveway parking)
- Increases CSOD minimum lot area for 50-ft wide lots to 7,000 sq. ft. in recognition the existing minimum 5,000 sq. ft. lot area may not be in keeping with the character of Lancaster County. Minimum lot areas for 70-ft wide lots were established for the alternative ordinance version.
- Limits the amount of floodplain being eligible as required open space to 50%. The CSOD already prohibits stream channels, water bodies, and wetlands from being included (i.e. Primary Conservation land). This section also carries over the 5% park space requirement from the conventional MDR District to make the two sections consistent.
- Creates block face breaks in order to reduce the number of uninterrupted lots along a block face.
- Limits the site acreage used for density calculations. Under the proposed amendment, no more than 50% of Primary Conservation land and floodplain acreage may be used for calculating required density. The current UDO allows 100% to be included.
- Deleted Section K regarding formula calculations as it duplicates formulas already outlined in CSOD Sections 4.4.1.F and G.

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 ~~striketrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:

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

This amendment will improve the quality of new subdivisions within the MDR District and its associated CSOD by virtue of increasing lots sizes, incorporation of more useable open space, proving more onsite parking, and reducing uninterrupted block faces.

STAFF RECOMMENDATION:

Staff recommends **approval** of the proposed text amendment. Staff also recommends Planning Commission and County Council give further consideration regarding the proposed changes to the site acreage used in density calculations (i.e. 50% of Primary Conservation and floodplain) as it may challenge the feasibility of development projects.

ATTACHMENTS:

1. Proposed Text Amendment
2. TA Application

STAFF CONTACT:

Rox Burhans, Development Services Director
rburhans@lancastersc.net



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

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 UDO Chapters 2 and 4

Current Text Refer to Exhibit A

Proposed Text Refer to Exhibit A

Description of Need for Proposed Text The proposed UDO text amendment contemplates changes to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay District (CSOD).

The changes are intended to address known issues with these districts related to front setbacks, usable open space, lot sizes, CSOD lot mix, block face lengths, and density calculation.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County

Address 101 North Main Street

City Lancaster State SC Zip 29701 Phone 803.416.9422

Fax _____ Email rburhans@lanastercounty.sc.net

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.

Dennis S. Marstad County Administrator
Applicant

1/2/23

Date

1/10/23

N/A

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 20222606 Date Received _____ Receipt Number _____

Amount Paid NA Check Number _____ Cash Amount _____

Received By JLB Planning Commission Meeting Date January 17, 2023

SCHEDULE/PROCESS

1. Submit Application

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

2. Planning Commission

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

3. County Council

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

STANDARD	Low Density Residential (LDR)	Medium Density Residential (MDR)	Professional Business (PB)	Neighborhood Business (NB)	General Business (GB)	Regional Business (RB)
1. DEVELOPMENT STANDARDS						
A. District/Development Area (min)	n/a	n/a	n/a	n/a	n/a	n/a
B. Development/District Exterior Setback/Buffer	n/a	n/a	n/a	n/a	n/a	n/a
C. Density (max)	1.5 unit/acre	2.5 2.0 units/acre (6)	n/a	n/a	n/a	n/a
D. Open Space (min)	10%	20% (7)	n/a	n/a	n/a	n/a
E. Park Space (min)	5%	5%	n/a	n/a	n/a	n/a
2. LOT STANDARDS						
A. Lot Area (min)	29,040 sf	40,000 12,000 sf	5,000 sf	n/a	n/a	n/a
B. Lot Width at Front Setback (min)	90 ft Water/Sewer OR 130 ft Septic See Below (5)	70 ft Water/Sewer OR 130 ft Septic See Below (5)	100 ft	100 ft	100 ft	100 ft
C. Pervious Surface (min)	45%	45%	24%	24%	24%	24%
3. PRINCIPAL BUILDING						
A. Principal Front Setback (min)	40 ft	30 ft 40-ft (8)	10 ft	25 ft	50 ft	50 ft
B. Street Side/Secondary Front Setback (min)	20 ft	15 ft	10 ft	10 ft	15 ft	15 ft
C. Side (from adjacent lot) Setback (min)	20 ft	10 ft	10 ft	10 ft	15 ft	15 ft
D. Rear Setback (min)	25 ft	25 ft	10 ft	10 ft	15 ft	15 ft
E. Other Standards	n/a	n/a	See Below (4)	See Below (4)	See Below (4)	See Below (4)
4. ACCESSORY STRUCTURE						
A. Side Setback	5 ft	5 ft	40 ft	40 ft	50 ft	50 ft
B. Rear Setback	5 ft	5 ft	30 ft	30 ft	30 ft	30 ft
C. Other Standards	See Below (1,3)	See Below (1, 2)	See Below (1, 2)	See Below (1,2)	See Below (1, 2)	See Below (1, 2)
5. PARKING CONFIGURATION						
A. Parking Location per Section 7.2.3	See Chart 7.2	See Chart 7.2		Per building type	Per building type	Per building type
B. Parking in Exterior Setback/Buffer	n/a	n/a	n/a	n/a	n/a	n/a
6. BUILDING HEIGHT						
A. Principal Building (max)	35 ft	35 ft	35 ft	35 ft or 3 stories (whichever is greater)	35 ft or 3 stories (whichever is greater)	50 ft
B. Accessory Structure (max)	2 stories	2 stories	35 ft	35 ft	35 ft	35 ft
C. Additional Height Permitted with Additional Setback	n/a	n/a	n/a	n/a	1 ft additional height permitted with each 2 ft horizontal setback	1 ft additional height permitted with each 2 ft horizontal setback

- Accessory structures over 600 sf must comply with principal setback requirement.
- No accessory structures may be located on corner lots between the street and wall line of the principal structure.
- No accessory structures may be located on corner lots between the street and wall line of the principal structure, unless front setback requirements are provided on both streets.
- 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.
- Any development/ subdivision connected to both public water and sewer shall utilize the alternate dimensional standards given in the table.
- Major subdivisions in the MDR District shall comply with the Maximum Density requirements of UDO Chapter 4: Cluster Subdivision Overlay District (UDO Section 4.4.1.G). This section establishes the amount

of environmentally encumbered acreage that may be included within the site area for calculating maximum residential density.

7. Major subdivisions in the MDR District shall comply with the Open Space Requirements of UDO Chapter 4: Cluster Subdivision Overlay District.
8. 40-ft front setback for front and side loaded garages only.
- .

Amendment Version 1

4 OVERLAY DISTRICTS

4.4 CHARACTER PROTECTION OVERLAYS

4.4.1 CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO)

The Cluster Subdivision Overlay District, is hereby established. Cluster subdivisions are residential developments which offer an alternative to traditional subdivision design, with the principle purpose being to encourage open space in medium density residential districts. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSO, and such reductions are only permissible within a CSO. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. Cluster subdivisions are permitted in moderate density single family residential districts, specifically, Medium Residential District. Cluster subdivisions are not permitted in any other zoning districts. Development of a Cluster Subdivision requires submission of a Development Agreement (see UDO 9.2.18). (Ord. No. 2019-1623, 12.9.19) The following general provisions apply to the Cluster Subdivision Overlay District:

A. MINIMUM ACREAGE

The minimum tract area for a cluster subdivision shall be 30 gross acres [unless a larger minimum acreage is required as part of the Development Agreement Process (i.e. 25-acres of highland)], shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. (Ord. No. 2019-1623, 12.9.19)

B. MINIMUM LOT AREA

The minimum lot area (in square feet) per dwelling unit within a cluster subdivision shall be ~~5,000~~ 7,000 square feet. This shall be the minimum lot area allowed for any lot with the minimum lot width of 50 -feet, as defined in Section C below. The minimum lot area per dwelling unit shall increase proportionately with an increase in lot width.

C. MINIMUM LOT WIDTH

In a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be 50-feet.

D. VARIETY OF LOT SIZES

Individual lots in a cluster subdivision shall vary in size and layout. No more than ~~34~~ 51-percent of the lots in a cluster subdivision shall have a single designated lot width. The following shall also apply:

1. The minimum separation between any two designated lot widths shall be ~~40~~ 20-feet. For example, if ~~34~~ 51-percent of the total number of lots has a lot width of 50-feet, ~~34~~ 49-percent could have a lot width of ~~60~~ 70 feet, and the remaining could have a lot width of ~~70~~ 70-feet or greater.
2. The Planning Commission may allow a developer to vary the width of individual lots to accommodate site restrictions (i.e., easements, corner lot widths, etc). However, such lots shall be counted with the nearest designated lot width.

E. SETBACKS

The following minimum setbacks are required for individual lots within a cluster subdivision:

1. **Front Yard:** The minimum front yard setback for the principal structure shall be 20 feet. The minimum front yard setback for any principle front or side accessed garages shall be 40-ft. The front yard setback for a corner lot shall be as set forth in Chapters 2 and 3 of the UDO;
2. **Rear Yard:** The minimum rear yard setback shall be 30 feet;
3. **Side Yard:** The minimum side yard setback shall be 7 ½ feet.

F. OPEN SPACE REQUIREMENT

For a cluster subdivision, no less than 25 percent of the site acreage, not including primary conservation areas as defined in Item 3 below, shall be set aside in perpetuity as open space. No more than 50% of the set-aside open space may consist of floodplain. A minimum of 5% of the open space set aside shall consist of park space. Open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Open space in a cluster subdivision is also subject to the following:

1. Open space may include, but is not limited to, passive recreation, natural preservation of important scenic vistas, environmentally sensitive lands, habitat for wildlife, and historically or archaeologically significant areas. Structures, swimming pools, and athletic facilities shall not count as open space. However, structures are permitted in the open space when they serve an accessory function, such as a gazebo, fishing dock, playground equipment, or play structures (Ord. No. 2019-1623, 12.9.19);
2. The amount of open space required to be set aside shall be determined by the following formula:

~~Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas~~

$$TO = ((TP - PC) \times OSP) + PC \quad TO = TP \times OSP*$$

*TO may not include PC and may only include up to 50% floodplain.

TO	= Total Open Space Set Aside	(acres)
TP	= Total Parcel	(acres)
PC	= Primary Conservation Areas	(acres)
OSP	= Open Space Percentage	(% of Improvable Area)

3. Primary Conservation area includes those areas that cannot otherwise be built upon or improved and therefore would be preserved in a conventional development. Such areas specifically include wetlands, surface waters, and intermittent stream channels;
4. To fulfill the requirements of this item (f), the following shall be included in the required open space where practicable:
 - a. Wooded areas;
 - b. Scenic vistas;
 - c. Streams, ponds, wetlands, and floodplains (up to 50%);
 - d. Buffers, including landscaped, perimeter, river, and stream;

- e. Areas containing slopes in excess of 25 percent;
 - f. Other areas containing unusual natural site features (such as major rock formations); and
 - g. Other environmentally, historically, or archaeologically significant or unique areas;
5. Open space shall be contiguous to the extent practicable when not restricted by topography, existing water body, and other natural features;
 6. Pedestrians shall have access to open space;
 7. Open space shall be deed restricted and shall not be developed for use other than open space;
 8. Open space shall remain under the ownership and control of the developer (or successors) or a homeowners association or similar organization. The person or entity identified as having the right of ownership and control over such open space shall be responsible for the continuing upkeep and proper maintenance of the open space. The County shall have no responsibility for the maintenance of open space areas. If open space location meets a need in the County comprehensive plan, the County and developer may consider conveyance of completed open space to the County, upon Planning Commission and Council approval.

The person or entity having the right of ownership and control over such recreational facilities and open space shall be responsible for the continuing upkeep and proper maintenance of the same. It shall not be the responsibility of the County to maintain these areas.

9. A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas designated for open space. The removal of trees and natural vegetation in designated open space is strongly discouraged, though it is permitted during the development phases for the purpose of trails and other such recreational improvements as approved by planning staff. All open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Trees over 24 inches in diameter (DBH) shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees existing within areas designated for trails and other such recreational improvements may also need to be shown and labeled. Upon completion of development phases, no person or entity shall remove or destroy any trees or natural vegetation from designated open space without approval from the Administrator. However, normal maintenance and removal of dead or fallen trees are permitted and recommended, and shall be the responsibility of the person or entity identified as having the right of ownership as outlined in Item 8 above.
10. A maximum of 10-residential lots may be located on a single block face when not interrupted by an intersecting street (excluding alleys) or a useable open space set-aside. Open space set-asides used to interrupt the block face shall be meet or exceed the minimum lot width and area of the smallest lot on the block face and have landscaping and active and/or passive amenities incorporated within it. A block face is defined as the portion of a block or tract of land facing the same side of a single street and located between the closest intersecting streets, railroad ROW, and/or lake or pond.

G. MAXIMUM DENSITY

The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter 2 of the UDO, where the total number of dwelling units allowed shall be based on the gross developable acreage of the site and up to 50 percent of the primary conservation open space

acreage and up to 50% of the floodplain acreage. For example, when the CSO is located within the MDR, Medium Density Residential, where the maximum density is two dwelling units per acre, a 100 acre parcel of land with 80-acres of developable land and 20 acres of primary conservation land and floodplain shall be allowed to have no more than ~~200~~ 180 dwelling units built on the site.

- H. COMMERCIAL REQUIREMENT:** There shall be no required commercial within a cluster subdivision.
- I. SITE PLANNING REVIEW STANDARDS:** A cluster subdivision shall follow the site plan review standards and procedures as set forth in Chapter 9 of the UDO, including but not limited to Section 9.2. Furthermore, planning staff shall also include the following in their review:
1. Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;
 2. The site layout shall accommodate and preserve any features of historic, cultural, archaeological, or sensitive environmental value. Individual lots, buildings, structures, streets, parking areas, utilities, and infrastructure shall be designed and sited to minimize the alteration of natural features, vegetation, and topography;
 3. Where practicable, individual lots, buildings, structures, streets, parking areas, utilities, and infrastructure should be designed and sited to be compatible with surrounding development patterns;
 4. Where practicable, open space shall be located on a site in such a manner so that view sheds from existing public right-of-way are not obstructed, but are enhanced by the open space;
 5. Private streets are permitted in a cluster subdivision, provided such streets meet the construction standards of Chapter 6 and Appendix C of the UDO. The following shall apply:
 - a. As required in Chapter 6 of the Lancaster County Code, as amended, the minimum right-of-way and pavement width shall be as follows:

Road Type	Right-of-Way (feet)	Pavement (feet)
Local (closed drainage)	50	22
Local (open drainage)	66	22
Collector	66	24

- b. On-street parking is permitted in a cluster subdivision where adequate right-of-way and pavement width is provided in accordance with standards of the South Carolina Department of Transportation; and
 - c. To ensure adequate clearance for emergency vehicles in a cluster subdivision, the Planning Commission may require signage and/or pavement markings to clearly indicate areas where on-street parking is prohibited;
6. Installing sidewalks on both sides of local streets in a cluster subdivision is encouraged. At a minimum, a sidewalk will be required on at least one side of every local street, with a sidewalk required on both sides of arterial and collector streets. Local, arterial, and collector streets shall be clearly labeled as such on any preliminary or final plat submitted for review;

7. In general, landscaping requirements for a cluster subdivision shall comply with the requirements of Chapter 7 of the UDO. However, the Planning Commission may vary such requirements in response to applications demonstrating alternative landscaping based on creative site planning. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the landscaping requirements;
8. The following buffer requirements shall apply for a cluster subdivision:
 - a. In general, buffer requirements for a cluster subdivision shall comply with the requirements of Chapter 7 of the UDO where a buffer yard may be required between adjacent zoning districts;
 - b. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the buffer requirements;
 - c. Ingress/egress to the property shall be allowed within a buffer, as well as utility easements and sidewalks;
 - d. A 50 foot buffer shall be required on the frontage of all existing public streets. Where there is insufficient natural vegetation to provide a visual buffer for principal structures, plantings shall be installed by the developer. A minimum of 25 percent of the trees and 75 percent of the shrubs shall be evergreens;
 - e. The Planning Commission may allow a developer to vary the buffer requirement to preserve view sheds from existing view sheds, as required in Item 4 above.
 - f. Buffer requirements within a cluster subdivision shall count as open space where it is contiguous with other areas designated as open space.
9. Variety in architecture and building materials shall be encouraged within a cluster subdivision. It is encouraged that buildings are constructed using quality finish materials (i.e., brick, masonry, stone, concrete siding, or stucco). Vinyl siding is permissible if in combination with other building materials.

J. OTHER ZONING REQUIREMENTS

The Cluster Subdivision Overlay District, may contain zoning and development standards and requirements that are inconsistent with or conflict with zoning and development standards and requirements contained elsewhere in the UDO. The standards and requirements contained in the Cluster Subdivision Overlay District supersede all other zoning and development standards and requirements. The Cluster Subdivision Overlay District is deemed controlling. If the Cluster Subdivision Overlay District is inconsistent with or conflicts with zoning and development standards and requirements contained elsewhere in Chapter 4, then the zoning and development standards and requirements contained in Chapter 4 supersede the standards and requirements contained in the Cluster Subdivision Overlay District and the provisions contained in Chapter 4 are deemed controlling.

~~K. EXAMPLES OF APPLYING FORMULAS~~

~~Below are examples of applying formulas to determine the total number of dwelling units allowed and the amount of the site acreage to be set aside as open space within a Cluster Subdivision Overlay District.~~

~~Example: Assume that a 50 acre parcel is being developed. The residential use district is MDR, Medium Density Residential District, where the maximum density is 2.5 dwelling units per acre. Assume that there are 5 acres of Primary Conservation area. The open space percentage is 25 percent (or as a decimal, .25).~~

- ~~1. The following formula would be used to determine the total number of dwelling units allowed:~~

~~Total Dwelling Units Allowed = Total Parcel multiplied by Maximum Dwelling Units per Acre~~

$$TU = (TP) (DUA)$$

TU	= Total Units Allowed	(dwelling units)
TP	= Total Parcel	(acres)
DUA	= Maximum Dwelling Units per Acre	(dwelling units/acres)

$$TU = (50) (2.5)$$

$$TU = 125 \text{ Total Lots or Dwelling Units Allowed}$$

- 2.** ~~The following formula would be used to determine the amount of the site acreage to be set aside as open space:~~

~~Total Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas~~

$$TO = ((TP - PC) OSP) + PC$$

TO	= Total Open Space Set Aside	(acres)
TP	= Total Parcel	(acres)
PC	= Primary Conservation Areas	(acres)
OSP	= Open Space Percentage	(% of Site Acreage excluding PC)

$$\text{--- } TO = \text{Total Open Space Set Aside}$$

$$TP = 50 \text{ acres Total Parcel}$$

$$PC = 5 \text{ acres Primary Conservation Areas}$$

$$OSP = 25\% \text{ (or .25) Open Space Percentage}$$

$$TO = ((50 - 5) .25) + 5$$

$$TO = ((45) .25) + 5$$

$$TO = (11.25) + 5$$

$$TO = 16.25 \text{ acres of Total Open Space Set Aside}$$

4.4.2 EQUESTRIAN ORIENTED SUBDIVISION OVERLAY DISTRICT (EOSO)

Equestrian Oriented Subdivision Overlay District is hereby established. Equestrian oriented subdivisions are residential developments which are designed with particular emphasis placed on equestrian activities and which provide such facilities as community stables, riding rings, pastures, and riding trails. In addition, private stables may be located on individual residential lots. Equestrian oriented subdivisions are permitted in all agricultural and residential zoning districts except for the MH, Manufactured Housing District, subject to the following provisions:

A. BUILDING AND STRUCTURE

All buildings and structures related to the care or housing of horses and to the operation of the riding facilities on the common property shall be located at least 100 feet from any exterior property line of the development.

B. PRIVATE STABLES

Private stables on individual residential lots shall be located at least 5 feet, but not more than 60 feet, from any rear property line or horse trail; 20 feet from any interior property line; 40 feet from any corner yard property line, and in the front yard it shall be located behind the front facade of the principal building. However, along the exterior property line of the development, the setback shall be 100 feet unless a horse trail separates the property from the land located outside the development. In such a case, the setbacks shall be as stated above.

C. MINIMUM LOT SIZE

If a horse or miniature horse is to be kept on a lot which is located within this designation, the minimum lot size shall be ½ acre. The number of horse(s) allowed is one horse or two miniature horses per ½ acre. The owner of a lot which contains less than ½ acre shall not be allowed to keep a horse on that lot. Otherwise, the minimum lot size shall be the same as is required by the underlying zoning district. The minimum lot width and setback requirements shall be the same as is required by the underlying zoning district.

D. RIDING TRAILS

Riding trails shall generally be located in the interior of the development. However, if a riding trail is to be located along the exterior property line of the development, it shall be set back 30 feet from the exterior property line of the development.

E. STABLES

The lots with stables located on them shall be designed and maintained to drain so as to prevent ponding, the propagation of insects, and the pollution of adjacent streams and other water bodies.

F. MAINTENANCE

The premises shall be maintained in a sanitary condition through the proper use of lime and pesticides.

G. HORSES IN CONTAINED AREAS

If the horses are in a contained area, all manure shall be removed at least twice a day from the confined area so as to prevent the propagation of flies and the creation of odors. Owners of horses kept in a confined area are encouraged to use a Rabon supplement as this will reduce the propagation of flies.

H. STORAGE OF GRAIN

All grain on the lot shall be stored in rodent-proof containers.

I. EXERCISE AND TRAINING AREAS

All exercise and training areas shall be dampened so as to prevent dust.

J. COMMUNITY RIDING FACILITIES

All proposed community riding facilities, including community stables, riding rings, pastures, and riding trails shall be indicated on the plans. As part of the information submitted when applying for an Equestrian Oriented Subdivision Overlay District, a written statement describing the proposed means of ownership and proposed program for maintenance of these facilities shall be included. A copy of this information shall be kept on file in the Planning Department and the Building and Zoning Department.

Amendment Version 2**4 OVERLAY DISTRICTS****4.4 CHARACTER PROTECTION OVERLAYS****4.4.1 CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO)**

The Cluster Subdivision Overlay District, is hereby established. Cluster subdivisions are residential developments which offer an alternative to traditional subdivision design, with the principle purpose being to encourage open space in medium density residential districts. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSO, and such reductions are only permissible within a CSO. By preserving open space, a cluster subdivision will provide another tool by which the County shall preserve its rural character. Cluster subdivisions are permitted in moderate density single family residential districts, specifically, Medium Residential District. Cluster subdivisions are not permitted in any other zoning districts. Development of a Cluster Subdivision requires submission of a Development Agreement (see UDO 9.2.18). (Ord. No. 2019-1623, 12.9.19) The following general provisions apply to the Cluster Subdivision Overlay District:

A. MINIMUM ACREAGE

The minimum tract area for a cluster subdivision shall be 30 gross acres [unless a larger minimum acreage is required as part of the Development Agreement Process (i.e. 25-acres of highland)], shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. (Ord. No. 2019-1623, 12.9.19)

B. MINIMUM LOT AREA

The minimum lot area (in square feet) per dwelling unit within a cluster subdivision shall be ~~5,000~~ 9,500 square feet. This shall be the minimum lot area allowed for any lot with the minimum lot width of ~~70~~ 50 feet, as defined in Section C below. The minimum lot area per dwelling unit ~~may~~ shall increase decrease proportionately with any ~~increase~~ decrease in lot width, as referenced in Sections 4.4.1.C and D.

C. MINIMUM LOT WIDTH

In a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be ~~50~~ 70-feet except as specified in Section 4.4.1.D below.

D. VARIETY OF LOT SIZES

Individual lots in a cluster subdivision ~~shall~~ may vary in size and layout. Up to 49% of the lots may have a minimum lot width of 50-ft. with a minimum lot area of 7,000 sq. ft. ~~No more than 34 percent of the lots in a cluster subdivision shall have a single designated lot width.~~ The following shall also apply:

- ~~1. The minimum separation between any two designated lot widths shall be 10 feet. For example, if 34 percent of the total number of lots has a lot width of 50 feet, 34 percent could have a lot width of 60 feet, and the remaining could have a lot width of 70 feet or greater.~~
2. The Planning Commission may allow a developer to vary the width of individual lots to accommodate site restrictions (i.e., easements, corner lot widths, etc). However, such lots shall be counted with the nearest designated lot width.

E. SETBACKS

The following minimum setbacks are required for individual lots within a cluster subdivision:

1. **Front Yard:** The minimum front yard setback for the principal structure shall be 20 feet. The minimum front yard setback for any principle front or side accessed garages shall be 40-ft. The front yard setback for a corner lot shall be as set forth in Chapters 2 and 3 of the UDO;
2. **Rear Yard:** The minimum rear yard setback shall be 30 feet;
3. **Side Yard:** The minimum side yard setback shall be 7 ½ feet.

F. OPEN SPACE REQUIREMENT

For a cluster subdivision, no less than 25 percent of the site acreage, not including primary conservation areas as defined in Item 3 below, shall be set aside in perpetuity as open space. No more than 50% of the set-aside open space may consist of floodplain. A minimum of 5% of the open space set aside shall consist of park space. Open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Open space in a cluster subdivision is also subject to the following:

1. Open space may include, but is not limited to, passive recreation, natural preservation of important scenic vistas, environmentally sensitive lands, habitat for wildlife, and historically or archaeologically significant areas. Structures, swimming pools, and athletic facilities shall not count as open space. However, structures are permitted in the open space when they serve an accessory function, such as a gazebo, fishing dock, playground equipment, or play structures (Ord. No. 2019-1623, 12.9.19);
2. The amount of open space required to be set aside shall be determined by the following formula:

~~Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas~~

$$TO = ((TP - PC) \times OSP) + PC \quad \underline{TO = TP \times OSP*}$$

*TO may not include PC and may only include up to 50% floodplain.

TO	= Total Open Space Set Aside	(acres)
TP	= Total Parcel	(acres)
PC	= Primary Conservation Areas	(acres)
OSP	= Open Space Percentage	(% of Improvable Area)

3. Primary Conservation area includes those areas that cannot otherwise be built upon or improved and therefore would be preserved in a conventional development. Such areas specifically include wetlands, surface waters, and intermittent stream channels;
4. To fulfill the requirements of this item (f), the following shall be included in the required open space where practicable:
 - a. Wooded areas;
 - b. Scenic vistas;
 - c. Streams, ponds, wetlands, and floodplains (up to 50%);

- d. Buffers, including landscaped, perimeter, river, and stream;
 - e. Areas containing slopes in excess of 25 percent;
 - f. Other areas containing unusual natural site features (such as major rock formations); and
 - g. Other environmentally, historically, or archaeologically significant or unique areas;
5. Open space shall be contiguous to the extent practicable when not restricted by topography, existing water body, and other natural features;
 6. Pedestrians shall have access to open space;
 7. Open space shall be deed restricted and shall not be developed for use other than open space;
 8. Open space shall remain under the ownership and control of the developer (or successors) or a homeowners association or similar organization. The person or entity identified as having the right of ownership and control over such open space shall be responsible for the continuing upkeep and proper maintenance of the open space. The County shall have no responsibility for the maintenance of open space areas. If open space location meets a need in the County comprehensive plan, the County and developer may consider conveyance of completed open space to the County, upon Planning Commission and Council approval.

The person or entity having the right of ownership and control over such recreational facilities and open space shall be responsible for the continuing upkeep and proper maintenance of the same. It shall not be the responsibility of the County to maintain these areas.

9. A cluster subdivision shall include provisions for the protection of trees and other natural amenities within the area or areas designated for open space. The removal of trees and natural vegetation in designated open space is strongly discouraged, though it is permitted during the development phases for the purpose of trails and other such recreational improvements as approved by planning staff. All open space shall be clearly labeled as such on any preliminary or final plat (including sketch plans) submitted for review. Trees over 24 inches in diameter (DBH) shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees existing within areas designated for trails and other such recreational improvements may also need to be shown and labeled. Upon completion of development phases, no person or entity shall remove or destroy any trees or natural vegetation from designated open space without approval from the Administrator. However, normal maintenance and removal of dead or fallen trees are permitted and recommended, and shall be the responsibility of the person or entity identified as having the right of ownership as outlined in Item 8 above.
10. A maximum of 10-residential lots may be located on a single block face when not interrupted by an intersecting street (excluding alleys) or a useable open space set-aside. Open space set-asides used to interrupt the block face shall be meet or exceed the minimum lot width and area of the smallest lot on the block face and have landscaping and active and/or passive amenities incorporated within it. A block face is defined as the portion of a block or tract of land facing the same side of a single street and located between the closest intersecting streets, railroad ROW, and/or lake or pond.

G. MAXIMUM DENSITY

The maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter

2 of the UDO, where the total number of dwelling units allowed shall be based on the gross developable acreage of the site and up to 50 percent of the primary conservation open space acreage and up to 50% of the floodplain acreage. For example, when the CSO is located within the MDR, Medium Density Residential, where the maximum density is two dwelling units per acre, a 100 acre parcel of land with 80-acres of developable land and 20 acres of primary conservation land and floodplain shall be allowed to have no more than ~~200~~ 180 dwelling units built on the site.

- H. COMMERCIAL REQUIREMENT:** There shall be no required commercial within a cluster subdivision.
- I. SITE PLANNING REVIEW STANDARDS:** A cluster subdivision shall follow the site plan review standards and procedures as set forth in Chapter 9 of the UDO, including but not limited to Section 9.2. Furthermore, planning staff shall also include the following in their review:
1. Overall site design shall be harmonious in terms of landscaping, enclosure of principal and accessory uses, sizes of structures, street patterns, and use relationships;
 2. The site layout shall accommodate and preserve any features of historic, cultural, archaeological, or sensitive environmental value. Individual lots, buildings, structures, streets, parking areas, utilities, and infrastructure shall be designed and sited to minimize the alteration of natural features, vegetation, and topography;
 3. Where practicable, individual lots, buildings, structures, streets, parking areas, utilities, and infrastructure should be designed and sited to be compatible with surrounding development patterns;
 4. Where practicable, open space shall be located on a site in such a manner so that view sheds from existing public right-of-way are not obstructed, but are enhanced by the open space;
 5. Private streets are permitted in a cluster subdivision, provided such streets meet the construction standards of Chapter 6 and Appendix C of the UDO. The following shall apply:
 - a. As required in Chapter 6 of the Lancaster County Code, as amended, the minimum right-of-way and pavement width shall be as follows:

Road Type	Right-of-Way (feet)	Pavement (feet)
Local (closed drainage)	50	22
Local (open drainage)	66	22
Collector	66	24

- b. On-street parking is permitted in a cluster subdivision where adequate right-of-way and pavement width is provided in accordance with standards of the South Carolina Department of Transportation; and
 - c. To ensure adequate clearance for emergency vehicles in a cluster subdivision, the Planning Commission may require signage and/or pavement markings to clearly indicate areas where on-street parking is prohibited;
6. Installing sidewalks on both sides of local streets in a cluster subdivision is encouraged. At a minimum, a sidewalk will be required on at least one side of every local street, with a

sidewalk required on both sides of arterial and collector streets. Local, arterial, and collector streets shall be clearly labeled as such on any preliminary or final plat submitted for review;

7. In general, landscaping requirements for a cluster subdivision shall comply with the requirements of Chapter 7 of the UDO. However, the Planning Commission may vary such requirements in response to applications demonstrating alternative landscaping based on creative site planning. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the landscaping requirements;
8. The following buffer requirements shall apply for a cluster subdivision:
 - a. In general, buffer requirements for a cluster subdivision shall comply with the requirements of Chapter 7 of the UDO where a buffer yard may be required between adjacent zoning districts;
 - b. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the buffer requirements;
 - c. Ingress/egress to the property shall be allowed within a buffer, as well as utility easements and sidewalks;
 - d. A 50 foot buffer shall be required on the frontage of all existing public streets. Where there is insufficient natural vegetation to provide a visual buffer for principal structures, plantings shall be installed by the developer. A minimum of 25 percent of the trees and 75 percent of the shrubs shall be evergreens;
 - e. The Planning Commission may allow a developer to vary the buffer requirement to preserve view sheds from existing view sheds, as required in Item 4 above.
 - f. Buffer requirements within a cluster subdivision shall count as open space where it is contiguous with other areas designated as open space.
9. Variety in architecture and building materials shall be encouraged within a cluster subdivision. It is encouraged that buildings are constructed using quality finish materials (i.e., brick, masonry, stone, concrete siding, or stucco). Vinyl siding is permissible if in combination with other building materials.

J. OTHER ZONING REQUIREMENTS

The Cluster Subdivision Overlay District, may contain zoning and development standards and requirements that are inconsistent with or conflict with zoning and development standards and requirements contained elsewhere in the UDO. The standards and requirements contained in the Cluster Subdivision Overlay District supersede all other zoning and development standards and requirements. The Cluster Subdivision Overlay District is deemed controlling. If the Cluster Subdivision Overlay District is inconsistent with or conflicts with zoning and development standards and requirements contained elsewhere in Chapter 4, then the zoning and development standards and requirements contained in Chapter 4 supersede the standards and requirements contained in the Cluster Subdivision Overlay District and the provisions contained in Chapter 4 are deemed controlling.

K. ~~EXAMPLES OF APPLYING FORMULAS~~

~~Below are examples of applying formulas to determine the total number of dwelling units allowed and the amount of the site acreage to be set aside as open space within a Cluster Subdivision Overlay District.~~

~~Example: Assume that a 50 acre parcel is being developed. The residential use district is MDR, Medium Density Residential District, where the maximum density is 2.5 dwelling units per acre. Assume that there are 5 acres of Primary Conservation area. The open space percentage is 25 percent (or as a decimal, .25).~~

1. ~~The following formula would be used to determine the total number of dwelling units allowed:~~

~~Total Dwelling Units Allowed = Total Parcel multiplied by Maximum Dwelling Units per Acre~~

$$TU = (TP) (DUA)$$

TU	= Total Units Allowed	(dwelling units)
TP	= Total Parcel	(acres)
DUA	= Maximum Dwelling Units per Acre	(dwelling units/acres)

$$TU = (50) (2.5)$$

~~TU = 125 Total Lots or Dwelling Units Allowed~~

2. ~~The following formula would be used to determine the amount of the site acreage to be set aside as open space:~~

~~Total Open Space Set Aside = Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas~~

$$TO = ((TP - PC) OSP) + PC$$

TO	= Total Open Space Set Aside	(acres)
TP	= Total Parcel	(acres)
PC	= Primary Conservation Areas	(acres)
OSP	= Open Space Percentage	(% of Site Acreage excluding PC)

~~TO = Total Open Space Set Aside~~

~~TP = 50 acres Total Parcel~~

~~PC = 5 acres Primary Conservation Areas~~

~~OSP = 25% (or .25) Open Space Percentage~~

$$TO = ((50 - 5) .25) + 5$$

$$TO = ((45) .25) + 5$$

$$TO = (11.25) + 5$$

~~TO = 16.25 acres of Total Open Space Set Aside~~

4.4.2 EQUESTRIAN ORIENTED SUBDIVISION OVERLAY DISTRICT (EOSO)

Equestrian Oriented Subdivision Overlay District is hereby established. Equestrian oriented subdivisions are residential developments which are designed with particular emphasis placed on equestrian activities and which provide such facilities as community stables, riding rings, pastures, and riding trails. In addition, private stables may be located on individual residential lots. Equestrian oriented subdivisions are permitted in all agricultural and residential zoning districts except for the MH, Manufactured Housing District, subject to the following provisions:

A. BUILDING AND STRUCTURE

All buildings and structures related to the care or housing of horses and to the operation of the riding facilities on the common property shall be located at least 100 feet from any exterior property line of the development.

B. PRIVATE STABLES

Private stables on individual residential lots shall be located at least 5 feet, but not more than 60 feet, from any rear property line or horse trail; 20 feet from any interior property line; 40 feet from any corner yard property line, and in the front yard it shall be located behind the front facade of the principal building. However, along the exterior property line of the development, the setback shall be 100 feet unless a horse trail separates the property from the land located outside the development. In such a case, the setbacks shall be as stated above.

C. MINIMUM LOT SIZE

If a horse or miniature horse is to be kept on a lot which is located within this designation, the minimum lot size shall be ½ acre. The number of horse(s) allowed is one horse or two miniature horses per ½ acre. The owner of a lot which contains less than ½ acre shall not be allowed to keep a horse on that lot. Otherwise, the minimum lot size shall be the same as is required by the underlying zoning district. The minimum lot width and setback requirements shall be the same as is required by the underlying zoning district.

D. RIDING TRAILS

Riding trails shall generally be located in the interior of the development. However, if a riding trail is to be located along the exterior property line of the development, it shall be set back 30 feet from the exterior property line of the development.

E. STABLES

The lots with stables located on them shall be designed and maintained to drain so as to prevent ponding, the propagation of insects, and the pollution of adjacent streams and other water bodies.

F. MAINTENANCE

The premises shall be maintained in a sanitary condition through the proper use of lime and pesticides.

G. HORSES IN CONTAINED AREAS

If the horses are in a contained area, all manure shall be removed at least twice a day from the confined area so as to prevent the propagation of flies and the creation of odors. Owners of horses kept in a confined area are encouraged to use a Rabon supplement as this will reduce the propagation of flies.

H. STORAGE OF GRAIN

All grain on the lot shall be stored in rodent-proof containers.

I. EXERCISE AND TRAINING AREAS

All exercise and training areas shall be dampened so as to prevent dust.

J. COMMUNITY RIDING FACILITIES

All proposed community riding facilities, including community stables, riding rings, pastures, and riding trails shall be indicated on the plans. As part of the information submitted when applying for an Equestrian Oriented Subdivision Overlay District, a written statement describing the proposed means of ownership and proposed program for maintenance of these facilities shall be included. A copy of this information shall be kept on file in the Planning Department and the Building and Zoning Department.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 3/27/2023

Council Action Requested:

Whether to appoint Dr. Brent Glenn to the Animal Shelter Advisory Board as the Veterinarian/Veterinary Service representative. If appointed, he would be filling his second term that would end on 06/30/2026. His first term was a two year term.

Points to Consider:

Dr. Brent Glenn's application is attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Dr. Brent Glenn for the Animal Shelter Advisory Board	3/17/2023	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name Brent E Glenn County Council District 5 (Steve Harper)

Mailing Address _____ City/Zip Lancaster SC 29721

Street Address _____ Registered Voter yes ☐ no ☐

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

Email: _____

Occupation Veterinarian Place of employment Faulkner Animal Hosp

Address 739 Lancaster By Pass Normal working hours varies
(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 Advisory Board for Shelter 2nd choice _____

3rd choice _____

Reason for interest

Work at the shelter and on the board

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)

Background & occupation

Do you presently serve any State, County or Municipal Boards? Yes If yes, list this one

Have you ever served on a county board? Yes If yes, list this one

Additional pertinent information

Applicant's signature Brent E Glenn Date 3/14/2023
Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Agenda Item Summary

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: 3/27/2023

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.