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

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

March 22, 2021	6:00 PM	101 North Main Street Lancaster, SC 29720

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

AGENDA

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

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

   a. Special Recognition of the Building Department - Presented by Chairman Steve Harper

   b. Recognition of April as Fair Housing Month - Proclamation recognized by Chairman Steve Harper
6. **Citizens Comments**

   [While in-person Citizens Comments are not currently suspended, due to public health and safety considerations and the need for continued social distancing, the County is strongly encouraging citizen input and comments be submitted in writing prior to the meeting. Comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at https://www.mylancastersc.org/ Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]
7. **Consent Agenda**

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

   a. Approval of Minutes from the March 8, 2021 County Council Regular Meeting

b. Approval of Minutes from the March 9, 2021 County Council Committee Of The Whole Meeting

8. Non-Consent Agenda

a. Resolution 1144-R2021 regarding Amending the Prioritized Community Needs List

Resolution Title: A Resolution To Amend The Lancaster County Prioritized Community Needs List. ***- Steve Willis***

b. Resolution 1145-R2021 regarding Approving Additional Funding for the Department of Social Services Building

Resolution Title: A Resolution To Approve Additional Funding For The Community Development Block Grant Project Related To Renovations At The South Carolina Department Of Social Services Building. ***- Steve Willis***

c. Resolution 1146-R2021 regarding Providing Premium Pay to Essential Workers in the Form of a One Time Bonus

Resolution Title: A Resolution To Direct The Appropriate County Staff To Prepare The Necessary Budget Amendment To Provide Premium Pay To Essential Workers In The Form Of A One Time Bonus, 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. ***- Steve Willis***

d. Public Hearing and 3rd Reading of Ordinance 2021-1713 regarding Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement with Studio Displays, Inc. (Project Smith)

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Studio Displays, Inc. (Project Smith) Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 6-0 at the January 11, 2021 County Council Meeting (Larry Honeycutt absent). Passed 7-0 at the January 25, 2021 County Council Meeting. - Jamie Gilbert***

e. Public Hearing and 3rd Reading of Ordinance 2021-1716 regarding Authorization for Lancaster County to Quit Claim Title to Real Property within an Unopened Portion of Culp Landsford Road to Adjacent Landowners

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property Within An Unopened Portion Of Culp Landsford Road To Adjacent Landowners. ***- Passed 7-0 at the February 22, 2021 County Council Meeting. Passed 7-0 at the March 8, 2021 County Council Meeting. - Steve Willis/John DuBose***

f. Public Hearing and 2nd Reading of Ordinance 2021-1708 regarding Amending the Unified Development Ordinance (UDO) to Create and Allow for the Landfill - Class One Composting Facility Use in the Heavy Industrial District As a Special Exception

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, And 10.3, Definitions, Use Type, To Create And Allow For The Landfill – Class One Composting Facility Use In The Heavy Industrial (HI) District As A Special Exception And Provide For Use Specific Standards. ***- Planning Department Case Number: UDO-TA-020-2578. Planning Commission recommended approval by unanimous vote. Passed 7-0 at the March 8, 2021 County Council Meeting. - Rox Burhans***

g. Public Hearing and 2nd Reading of Ordinance 2021-1709 regarding Amending the Unified Development Ordinance (UDO) in regards to Three Family and Four Family Dwellings

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.3., Dwelling – Three Family (Triplex) And Four Family (Quadraplex); Section 7.2.3., Permitted Parking Locations; And Section 7.2.4., Off-Street Parking And Loading Requirements, To Modify How Three Family (Triplex) And Four Family (Quadraplex) Dwellings May Be Developed. ***- Planning Department Case Number: UDO-TA-020-2648. Planning Commission recommended approval by unanimous vote. Passed 7-0 at the March 8, 2021 County Council Meeting. - Rox Burhans***

h. Public Hearing and 2nd Reading of Ordinance 2021-1710 regarding Rezoning Property from LDR to PB (Applicant Redwood USA, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 37.45 Acres Of Property (TMS # 0003-00-040.01, 0003-00-040.07 And 0003-00-040.14), Located On The East Side Of Harrisburg Road, Approximately 500 Feet West Of Barberville Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To PB, Professional Business District. ***- Planning Department Case Number: RZ-020-2650. Planning Commission recommended approval by a vote of 6-1. Passed 7-0 at the March 8, 2021 County Council Meeting. - Rox Burhans***

i. Public Hearing and 2nd Reading of Ordinance 2021-1711 regarding Approval of a Development Agreement with Redwood USA, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Redwood, USA, LLC, For A Development Project Located On Harrisburg Road Near The Intersection Of Barberville Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. ***- Planning Department Case Number: DA-020-2650. Planning Commission recommended approval by a vote of 6-1. Passed 6-1 at the March 8, 2021 County Council Meeting (Larry Honeycutt Opposed). - Rox Burhans***

j. 2nd Reading of Ordinance 2021-1718 regarding Approving a Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC

Ordinance Title: An Ordinance Approving A Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC ***- Passed 7-0 at the March 8, 2021 County Council Meeting. Public Hearing held at the March 17, 2021 County Council Meeting but the 2nd Reading was delayed. - John DuBose***

k. 1st Reading of Ordinance 2021-1726 regarding Adoption of the Capital Improvement Plan

Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Plan 2021 Through 2031 As Recommended By The Lancaster County Planning Commission. ***- Kim Belk***

l. 1st Reading of Ordinance 2021-1722 regarding Adopting a Fire Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Fire Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Fire Facilities (Fire Stations And Fire Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Fire Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Fire Facilities On A Proportionate Share Basis To New Development. ***- Steve Willis/John DuBose***

m. 1st Reading of Ordinance 2021-1723 regarding Adopting An Emergency Medical Services (EMS) Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting An Emergency Medical Services ("EMS") Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That EMS Facilities (EMS Stations And Emergency Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For EMS Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such EMS Facilities On A Proportionate Share Basis To New Development ***- Steve Willis/John DuBose***

n. 1st Reading of Ordinance 2021-1724 regarding Adopting a Sheriff Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Sheriff Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Sheriff Facilities Will Be Available And Adequate To Accommodate The Need Expected

To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Sheriff Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Sheriff Facilities On A Proportionate Share Basis To New Development ***- Steve Willis/John DuBose***

o. 1st Reading of Ordinance 2021-1725 regarding Adopting a Parks & Recreation Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Parks & Recreation Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Parks & Recreation Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development in The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Parks & Recreation Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Parks & Recreation Facilities On A Proportionate Share Basis To New Development. ***- Steve Willis/John DuBose***

p. 1st Reading of Ordinance 2021-1727 regarding Adopting the Pilot Traffic Calming Program Guidebook

Ordinance Title: An Ordinance To Adopt The Lancaster County South Carolina Pilot Traffic Calming Program Guidebook, Dated December 2020. ***- Steve Willis/Jeff Catoe/Darren Player***

9. Discussion and Action Items

a. Approval of Appointments to various Boards or Commissions

- Carla Hunter to fill an unexpired term as the Lancaster business member on the Catawba Regional Council of Government's Workforce Development Board (the term will expire on 12/31/2021)
- Revery Johnson to fill a 1st, four year term on the Pleasant Valley Fire Fee Board (the term will expire on 06/30/2025)
- Jonathan C. Payne to fill an unexpired term as the Heath Springs Fire District Representative on the Lancaster County Fire Commission (the term will expire on 06/30/2023)
- Steven Fleming to fill a 1st, four year term on the Keep Lancaster County Beautiful Board as one of the District 3 representatives (the term will expire on 06/30/2025)
- Keye Jones to fill the end of an unexpired term until 06/30/2021 and a 1st, four year term that will expire on 06/30/2025 for the Board of Zoning Appeals for District 3

b. Plan for General Obligation Bond Referendum in November - Steve Willis

c. Update to County Organization Chart - Steve Willis

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

a. HELD - 2nd Reading of Ordinance 2021-1705 Regarding Adoption of Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees

Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection, Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date. ***- Passed 7-0 at the February 8, 2021 County Council Meeting. - Steve Willis/John DuBose/Kim Belk***

11. Miscellaneous Reports and Correspondence

a. Information Only on Parks and Recreation Grant Application

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

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

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

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

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://www.youtube.com/channel/UCgSlMrcYjcYcu1m-e6TV54w

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Rox Burhans / Development Services
Department: Planning
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Administrators Award to the Building Department for its recent Building Code Effectiveness Grading.

Points to Consider:
In the fall of 2020, the Lancaster County Building Department underwent a comprehensive, five-year evaluation by the Insurance Services Office (ISO). ISO is an insurer-supported organization that provides advisory and rating information to insurers. The evaluation process is known as the Building Code Effectiveness Grading and evaluates a community's administration of building and fire codes and inspection processes for the protection of life and property. Factors taken into consideration include adopted codes, training and education of staff, number of inspections per-inspector, and other similar factors.
Lancaster County was awarded a Building Code Effectiveness Grading **Classification of 4 for 1 and 2-family residential property** (i.e. SF homes**) and 3 for commercial and industrial property**. The scoring range is between 1 and 10 with 1 being the highest rating and 10 the lowest. The commercial and industrial rating is most notable for Lancaster County as less than 20% of communities evaluated by ISO achieve ratings between 1 and 3. There is only one county in South Carolina with a higher rating.
Insurance underwriters use ISO ratings to determine the cost of insuring residential and non-residential property within specific communities. These ratings are also particularly helpful in economic development as they are important factors in the cost to insure large commercial and industrial buildings.

Funding and Liability Factors:
N/A

Council Options:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Summary Memo	3/11/2021	Backup Material

March 11, 2021

TO: Chairman and County Council

FROM: Rox Burhans, Development Services Director

RE: ADMINISTRATORS AWARD: BUILDING CODE EFFECTIVENESS GRADING SCHEDULE RESULTS

In the fall of 2020, the Lancaster County Building Department underwent a comprehensive, five-year evaluation by the Insurance Services Office (ISO). ISO is an insurer-supported organization that provides advisory and rating information to insurers. The evaulation process is known as the Building Code Effectiveness Grading and evaluates a community's administration of building and fire codes and inspection processes for the protection of life and property. Factors taken into consideration include adopted codes, training and education of staff, number of inspections per-inspector, and other similar factors.

Lancaster County was awarded a Building Code Effectiveness Grading **Classification of 4 for 1 and 2-family residential property** (i.e. SF homes**) and 3 for commercial and industrial property**. The scoring range is between 1 and 10 with 1 being the highest rating and 10 the lowest. The commercial and industrial rating is most notable for Lancaster County as less than 20% of communities evaluated by ISO achieve ratings between 1 and 3. There is only one county in South Carolina with a higher rating.

Insurance underwriters use ISO ratings to determine the cost of insuring residential and non-residential property within specific communities. These ratings are also particularly helpful in economic development as they are important factors in the cost to insure large commercial and industrial buildings.

Factors contributing to the high ratings included having the Building Department lead by a Master Code Professional, high level of competency in Commercial Plan review, the working experience of inspection staff, and the local adoption of state-recognized sub-codes. The evaluation process also provides a roadmap to increasing our future ratings and noted the need for additional inspectors and having inspectors trained in all trades amongst other items.

For the reasons noted above, the Building Department has been recommended for an Administrators Award.

Please feel free to contact me at 416-9422 if you have any questions regarding this recognition.

Enc: Notice Letter

1000 Bishops Gate Blvd., Suite 300
Mt. Laurel, NJ 08054

tel. 1 800 444-4554

September 29, 2020

Mr. Darin Robinson, Building Official
Lancaster Co
101 N Main St., P.O. Box 1809
Lancaster, SC 29720

RE: Building Code Effectiveness Grading Schedule Results
Lancaster Co, Lancaster County, SC

Dear Mr. Robinson:

We wish to thank you for the cooperation given to our representative, Wayne Fox, during our recent survey. We have completed our analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification is 4 for 1 and 2 family residential property and 3 for commercial and industrial property.

The Insurance Services Office, Inc. (ISO) is an insurer-supported organization with the primary mission of providing advisory insurance underwriting and rating information to insurers. There is no requirement that insurers use our advisory material. Insurers may have adopted, or may be in the process of adopting, an ISO insurance rating program that will provide rating credits to individual property insurance policies in recognition of community efforts to mitigate property damage due to natural disasters. These insurers may use the Building Code Effectiveness Grading Classification we have recently developed for your community as a basis for the credits used. While individual insurers may use different credits or different effective dates, the ISO program will apply credits to new construction within Lancaster Co that has been issued a Certificate of Occupancy in the year of publication and forward.

We will email our report which provides additional information about our classification process and how we have graded various aspects of your community's building codes and their enforcement.

We want to highlight the fact that the Building Code Effectiveness Grading Schedule is an insurance underwriting and information tool; it is not intended to analyze all aspects of a comprehensive building code enforcement program nor is it for purposes of determining compliance with any state or local law or for making property/casualty loss prevention and life safety recommendations.

If you have any questions about the Classification that was developed, please let us know. Additionally, if you are planning on any future changes in your building codes or their enforcement,

please advise us as these changes may affect our analysis and your community's grading classification.

Sincerely,

BCEGS Notification Team
Insurance Services Office
Phone: +1.800.444.4554
Email: BCEGSNotifications@iso.com

Enclosure

cc: Mr. Steve Willis, County Administrator
Lancaster Co
101 N Main St., P.O. Box 1809
Lancaster, SC 29720

Section 1 Executive Summary

Not all communities have rigorous building codes, nor do all communities enforce their codes with equal commitment. Yet the effectiveness of local building codes can have a profound effect on how the structures in your community will fare in a hurricane, earthquake, or other natural disaster.

Studies conducted following recent natural disasters concluded that total losses might have been as much as 50% less if all structures in the area had met current building codes. Building-code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Insurance Services Office (ISO) helps distinguish amongst communities with effective building-code adoption and enforcement through comprehensive program called the Building Code Effectiveness Grading Schedule (BCEGS®).

ISO is an independent statistical, rating, and advisory organization that serves the property/casualty insurance industry. ISO collects information on a community's building-code adoption and enforcement services, analyzes the data, and then assigns a Building Code Effectiveness Classification from 1 to 10. Class 1 represents exemplary commitment to building-code enforcement. The concept behind BCEGS is simple. Municipalities with well-enforced, up-to-date codes demonstrate better loss experience, and their citizens' insurance rates can reflect that. The prospect of minimizing catastrophe-related damage and ultimately lowering insurance costs gives communities an incentive to enforce their building codes rigorously.

The following management report was created specifically for Lancaster Co based on a BCEGS survey conducted on 9/15/2020. This report can help you evaluate your community's building-code enforcement services utilizing benchmarking data collected throughout the country. The report is designed to give your management team an expanded prospective for dealing with the important issues surrounding effective building code enforcement. This is accomplished through comparisons of your code enforcement to that of others in your area and state. The analysis goes further to allow you to compare your jurisdiction to others across the country with similar permit, plan review and inspection activity. ISO thanks you for your participation and we encourage you to take advantage of the information contained in this report to assist in making decisions regarding the level of code enforcement best suited for Lancaster Co.

The survey conducted has resulted in BCEGS class of 4 for 1 and 2 family dwellings and a class 3 for all other construction. More information regarding how this recent survey compares to previous surveys is provided below.

©Insurance Services Office, Inc., 2013

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Notice of Fair Housing Month Proclamation.

Points to Consider:
Every year in April we proclaim this as Fair Housing Month. This is part of our package of requirements for Community Block Grant eligibility.

We need to note the issuance of the annual Proclamation within the Council meeting minutes.

Funding and Liability Factors:
N/A

Council Options:
N/A The Chairman will sign the Proclamation.

Recommendation:
N/A We simply need to note the issuance of the Proclamation in the meeting minutes.

ATTACHMENTS:

Description	Upload Date	Type
Fair Housing Proclamation	3/9/2021	Exhibit

Lancaster County
South Carolina
Proclamation

WHEREAS, the strength of our nation, state, and county flows from the promise of individual liberty, equality, and freedom of choice; and

WHEREAS, equality of opportunity for all, regardless of race, color, religion, sex, handicap, familial status, or national origin is a fundamental goal; and

WHEREAS, April 2021 marks the 53rd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, popularly known as the Federal Fair Housing Act; and

WHEREAS, barriers that diminish the rights and limits the options of any citizen will ultimately diminish the rights and limit the options of all;

NOW THEREFORE, I, Steve Harper, Council Chairman and on behalf of the County Council of Lancaster, South Carolina, do hereby proclaim the month of April, 2021 as

FAIR HOUSING MONTH

in the County of Lancaster.

Steve Harper
Council Chairman
County of Lancaster

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/22/2021

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

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

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 3-8-2021 County Council Regular Meeting	3/17/2021	Backup Material

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

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

March 8, 2021 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

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

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; various Elected Officials; various Department Heads; various staff; press; and citizens.

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

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the Council meeting.

Pledge of Allegiance and Invocation - Allen Blackmon

Allen Blackmon led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Terry Graham moved to approve the agenda. Seconded by Allen Blackmon.

Charlene McGriff moved to amend the agenda to place item **7c. (3rd Reading of Ordinance 2021-1715)** on the Non-Consent Agenda so that a scrivener's error may be corrected in the proposed ordinance text. Seconded by Billy Mosteller. The motion to amend the agenda Passed 7-0.

The motion to approve the agenda as amended Passed 7-0.

Special Presentations

Grazier Rhea from the Catawba Regional Council of Governments reviewed the process for the Needs Assessment Public Hearing and the Citizens Participation Plan. She explained how the County supported Fair Housing and provided an overview of the Community Development Block Grant program. She also discussed and reviewed how the proposed Community Development Block Grant funds for the 2021-2022 program year could be used.

Steve Willis noted, for the record, that no one signed up to speak for the public hearing; however, a sign in sheet of some of the attendees at the hearing was collected.

Steve Willis and Grazier Rhea discussed how last year's list of prioritized needs, which was attached to the agenda packet, needed to be updated for 2021. Council and staff discussed whether the turn lanes at Andrew Jackson High School and Middle School should be left on the prioritized needs list. Steve Willis explained that the agreed upon changes to the Prioritized Community Needs List for 2021 would come back before Council for a vote at the next Council meeting.

DRAFT

Citizens Comments

The following citizens signed up to speak during Citizens Comments:

1. Mike and Ashley Green, Lancaster, SC, spoke regarding an upcoming rezoning project that would be heard at the Planning Commission meeting on March 16, 2021.

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

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **7a.**, **7b.** and **7d.** *[as listed in the Agenda packet, which are the same as Item **a.**, Item **b.** and Item **c.** listed below].* Seconded by Charlene McGriff. Steve Harper noted that agenda packet Item 7c. (3rd Reading of Ordinance 2021-1715) was removed to the Non-Consent Agenda during the Approval of the Agenda. Motion Passed 7-0.

a. **Approval of Minutes from the February 22, 2021 County Council Regular Meeting**

b. **3rd Reading of Ordinance 2021-1714 regarding Rezoning Property Owned by Annie Leak from RN to AR**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.3 Acre Tract Of Property (TMS # 0110-00-073.01), Owned By Annie Leak, And Located At 3887 Old Camden Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To AR, Agricultural Residential District.

c. **2nd Reading of Ordinance 2021-1716 regarding Authorization for Lancaster County to**

Quit Claim Title to Real Property within an Unopened Portion of Culp Landsford Road to Adjacent Landowners

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property Within An Unopened Portion Of Culp Landsford Road To Adjacent Landowners.

Non-Consent Agenda

Resolution 1143-R2021 regarding the Lancaster County School District Proposed Impact Fee

Resolution Title: A Resolution Authorizing The Lancaster County Planning Commission To Conduct Studies And Recommend A Capital Improvement Plan And Impact Fee

Terry Graham moved to approve Resolution 1143-R2021. Seconded by Charlene McGriff. Motion Passed 7-0.

3rd Reading of Ordinance 2021-1701 regarding Rezoning Property Located at the Southwest Intersection of Henry Harris Road and Shelley Mullis Road from RN and LDR to MDR (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 168.28 Acres Of Property (TMS #s 0013-00-055.06, 0013-00-055.00, 0013-00-055.01, 0013-00-056.01, 0013-00-055.02 And 0013-00-055.05) As Well As An Approximately 36.58 Acre Tract Of Property (A Portion Of TMS # 0013-00-55.06), Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From RN, Rural Neighborhood, And LDR, Low Density Residential Districts, To MDR, Medium Density Residential District.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2021-1701. Seconded by Charlene McGriff. Motion Passed 6-1.Ayes: Blackmon, Carnes, Harper, Honeycutt, McGriff, Mosteller; Nays: Graham

3rd Reading of Ordinance 2021-1702 regarding Rezoning Property Owned by Wilson Acres, LLC From LDR to INS (Applicant Provident Bayard, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.04 Acre Tract Of Property (A Portion Of TMS # 0013-00-055.06), Owned By Wilson Acres, LLC, And Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To INS, Institutional District.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2021-1702. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1703 regarding Approval of a Development Agreement for the Wilson Creek Development Project

Ordinance Title: An Ordinance To Approve A Development Agreement For The Wilson Creek Development Project Located At The Southwest Intersection Of Henry Harris Road And Shelley Mullis Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto.

John DuBose noted, for the record, that County Council did commence a public hearing at the 1st Reading of this Ordinance; however, due to a scrivener's error in the original notice of public hearing, a new public hearing was necessary. He explained that, so the record is clear, that is why two public hearings were listed on separate agendas.

Steve Harper opened the Public Hearing for Ordinance 2021-1703 at approximately 6:41 p.m.
There were approximately 11 citizens in attendance during the Public Hearing for this Ordinance.
The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:41 p.m.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2021-1703. Seconded by Brian Carnes.

DRAFT

John DuBose provided Council with a handout of Exhibit J to the Development Agreement, which is attached as Schedule A to the written minutes in the Clerk to Council's office.

Brian Carnes moved to amend Ordinance 2021-1703 to substitute the updated version of the Development Agreement contained in the agenda package and labelled "proposed Exhibit A to Ordinance 2021-1703 for adoption on 3rd Reading" as Exhibit A to the Ordinance and to attach and include exhibit A-2, exhibit B-1, and exhibit J to the Development Agreement. Seconded by Allen Blackmon. The motion to amend Passed 7-0.

After discussion, the motion to approve the 3rd Reading of Ordinance 2021-1703 as amended Passed 7-0.

2nd Reading of Ordinance 2021-1717 regarding Amending the Unified Development Ordinance regarding the Minimum Lot Size for the Institutional (INS) District

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance To Modify The Minimum Lot Size For The Institutional (INS) District

Allen Blackmon moved to approve the 2nd Reading of Ordinance 2021-1717. Seconded by Charlene McGriff. Motion Passed 7-0.

1st Reading of Ordinance 2021-1708 regarding Amending the Unified Development Ordinance (UDO) to Create and Allow for the Landfill - Class One Composting Facility Use in the Heavy Industrial District As a Special Exception

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, And 10.3, Definitions, Use Type, To Create And Allow For The Landfill – Class One Composting Facility Use In The Heavy Industrial (HI) District As A Special Exception And Provide For Use Specific Standards.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1708. Seconded by Terry Graham.

Council and staff discussed the process for Special Exceptions, which are heard by the Board of Zoning Appeals, versus the process for Conditional Permits, which are heard by County Council. Council and staff also discussed a possible need for limitations in regards to the decibel level for a composting facility. Rox Burhans explained that staff had added that the businesses had to end grinding operations at 5:00 p.m. in order to have some type of noise control.

DRAFT

The motion to approve the 1st Reading of Ordinance 2021-1708 Passed 7-0.

1st Reading of Ordinance 2021-1709 regarding Amending the Unified Development Ordinance (UDO) in regards to Three Family and Four Family Dwellings

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 5.2.3., Dwelling – Three Family (Triplex) And Four Family (Quadraplex); Section 7.2.3., Permitted Parking Locations; And Section 7.2.4., Off-Street Parking And Loading Requirements, To Modify How Three Family (Triplex) And Four Family (Quadraplex) Dwellings May Be Developed.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1709. Seconded by Terry Graham.

Rox Burhans provided an overview of the Redwood Development project, which is made up of an amendment to the Unified Development Ordinance **(Ordinance 2021-1709)**, a rezoning **(Ordinance 2021-1710)** and the Redwood USA Development Agreement **(Ordinance 2021-1711),** which are all detailed in the Agenda Item Summaries and attachments found in the agenda packet and in the power point presentation attached to the written minutes in the Clerk to Council's office.

Bob Dyer, with Redwood, reviewed a power point presentation, which is attached as Schedule B to the written minutes in the Clerk to Council's office. He also provided another handout to Council that was a ten page booklet of pictures and that booklet is attached as Schedule C to the written minutes in the Clerk to Council's office.

The motion to approve the 1st Reading of Ordinance 2021-1709 Passed 7-0.

1st Reading of Ordinance 2021-1710 regarding Rezoning Property from LDR to PB (Applicant Redwood USA, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 37.45 Acres Of Property (TMS # 0003-00-040.01, 0003-00-040.07 And 0003-00-040.14), Located On The East Side Of Harrisburg Road, Approximately 500 Feet West Of Barberville Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To PB, Professional Business District.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1710. Seconded by Billy Mosteller. Motion Passed 7-0.

1st Reading of Ordinance 2021-1711 regarding Approval of a Development Agreement with Redwood USA. LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Redwood, USA, LLC, For A Development Project Located On Harrisburg Road Near The Intersection Of Barberville Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto.

Brian Carnes moved to approve the 1st Reading of Ordinance 2021-1711. Seconded by Charlene McGriff. Motion Passed 6-1.Ayes: Blackmon, Carnes, Graham, Harper, McGriff, Mosteller; Nays: Honeycutt

1st Reading of Ordinance 2021-1718 regarding Approving a Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC

Ordinance Title: An Ordinance Approving A Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC

Brian Carnes moved to approve the 1st Reading of Ordinance 2021-1718. Seconded by Larry Honeycutt. Motion Passed 7-0.

Council asked that the 2nd Reading of the Ordinance include all of the exhibits.

Public Hearing and 1st Reading of Ordinance 2021-1721 regarding Amending the Unified Development Ordinance (UDO) to Allow for the Manufactured Housing Use in the RN District

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table, To Allow For The Manufactured Housing Use In The Rural Neighborhood (RN) District.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1721. There was no second to the motion. John DuBose explained that because there was no second to the motion, the Ordinance died on the floor.

3rd Reading of Ordinance 2021-1715 regarding Amending the Unified Development Ordinance (UDO) regarding Home Occupations

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance Chapter Section 5.4.2, Home Occupation, To Modify The Various Standards Applicable To Home Occupations.

Terry Graham moved to approve the 3rd Reading of Ordinance 2021-1715. Seconded by Brian Carnes.

Allen Blackmon moved to amend Exhibit 1 to Ordinance 2021-1715 to delete the reference to Section 5.4.2.A.6.b contained in Section 5.4.2.A.7.c and to insert reference to Section 5.4.2.A.7.b in place of the deletion. Seconded by Brian Carnes. The motion to amend Passed 7-0.

The motion to approve the 3rd Reading of Ordinance 2021-1715 as amended Passed 7-0.

DRAFT

Discussion and Action Items

Approval of Nomination to the County Transportation Committee for District 3

- Stephen Catledge as the District 3 Representative to the County Transportation Committee (CTC). The nomination has to be approved by the Lancaster County Delegation.

Billy Mosteller moved to approve both the nomination of Stephen Catledge to the CTC and Cherie Ellis to the Keep Lancaster County Beautiful Board. Seconded by Larry Honeycutt. Motion Passed 7-0.

Approval of Appointment to the Keep Lancaster County Beautiful Board

- Cherie H. Ellis as one of the District 5 Representatives on the Keep Lancaster County Beautiful Board, where she will be filling a four year term ending on 06/30/2025 (1st Term)

The vote and approval of this appointment was made at the same time as the Approval of Nomination to the County Transportation Committee for District 3. Please see that item above for the vote and approval of this appointment.

Acceptance of Federal Aviation Administration (FAA) Airport Coronavirus Response Grant

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

Allen Blackmon asked that the Council discuss making the County a second amendment sanctuary County at the April Committee of the Whole meeting.

DRAFT

Status of items tabled, recommitted, deferred or held

a. HELD - 3rd Reading of Ordinance 2021-1707 regarding Rezoning Property Owned by Tracey Griffin From RN to INS

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 0.46 Acre Tract Of Property (TMS # 0026-00-026.00), Owned By Tracey Griffin, And Located At 4889 Charlotte Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To INS, Institutional District. - ***Planning Department Case Number: RZ-2020-2745. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 8, 2021 County Council Meeting. Passed 7-0 at the February 22, 2021 County Council Meeting. - Rox Burhans***

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

b. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1713 regarding Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement with Project Smith

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, ####, Inc., And @@@@, LLC, (Project Smith) Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 6-0 at the January 11, 2021 County Council Meeting (Larry Honeycutt absent). Passed 7-0 at the January 25, 2021 County Council Meeting. - Jamie Gilbert***

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

c. HELD - 2nd Reading of Ordinance 2021-1705 Regarding Adoption of Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees

Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection,

Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date. ***- Passed 7-0 at the February 8, 2021 County Council Meeting. - Steve Willis/John DuBose/Kim Belk***

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

Miscellaneous Reports and Correspondence

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

Citizens Comments

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

Executive Session

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

1. ***Economic Development Discussions: Project Blueberry and Project Buckeye. SC Code 30-4-70(a)(5).***

2. ***Discussion of a Personnel Matter. SC Code 30-4-70(a)(1).***

Charlene McGriff moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 7-0. At approximately 7:53 p.m., Council went into Executive Session to discuss the following items: (1) two Economic Development matters, Project Blueberry and Project Buckeye, pursuant to SC Code 30-4-70(a)(5); and (2) discussion of a personnel matter, pursuant to SC Code 30-4-70(a)(1).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:46 p.m. Brian Carnes moved to come out of Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council discussed two Economic Development matters, Project Blueberry and Project Buckeye and discussed one personnel matter. He explained that, during Executive Session, no decisions were made and no votes were taken.

Brian Carnes moved to authorize the Economic Development Director to proceed with the negotiations discussed with Council. Seconded by Allen Blackmon. Motion Passed 7-0.

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Brian Carnes. Motion to adjourn Passed 7-0. There being no further business, the Council meeting adjourned at approximately 8:48 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Approve or amend the minutes from the March 9, 2021 County Council Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the March 9, 2021 County Council Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 3-9-2021 Committee of the Whole Meeting	3/17/2021	Backup Material

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

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

March 9, 2021 | **4:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

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

Council Members absent: Steve Harper.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Veronica Thompson, Chief Financial Officer; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Darren Player, Fire/Emergency Services Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; various Elected Officials; various Department Heads; various staff; and citizens.

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

Call to Order - Chairman Steve Harper

Since Chairman Steve Harper was absent, Vice-Chairman Brian Carnes called the Committee of the Whole meeting to order at approximately 4:00 p.m.

Welcome and Recognition - Chairman Steve Harper

In Chairman Steve Harper's absence, Vice-Chairman Brian Carnes welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Brian Carnes

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

Approval of Agenda

Steve Willis requested to move Item **7f. (Hazard Pay Bonus)** to the top of the Discussion and Action Items and to add an Executive Session to the end of the meeting so that Council could discuss an Economic Development matter, which is Project Tattoo.

Allen Blackmon moved to approve the agenda as submitted by Steve Willis. Seconded by Larry Honeycutt. Motion Passed 6-0.; Absent: Harper

Special Presentations

There were no Special Presentations held during the meeting.

Citizens Comments

The following citizens signed up to speak during Citizens Comments: None.

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

Discussion and Action Items

Hazard Pay Bonus - Steve Willis/Kim Belk

Steve Willis asked that Council consider providing a one time Hazard Pay Bonus in the amount of $3000.00 to the employees of all the Public Safety Departments and to the Solid Waste employees within the Public Services Division. He noted that the request would come to Council in the form of a Resolution.

DRAFT

Middleburg Communities - Rox Burhans

Rox Burhans provided an overview of the proposed Middleburg Communities development project, which is detailed in the Agenda Item Summary and attachments found in the agenda packet and in the power point presentation attached to the written minutes in the Clerk to Council's office.

Jason Pfister with Middleburg Communities provided an overview of the project. He explained that they would like to enter into a development agreement with the County to get flexibility on design standards and discussed what changes would potentially need to be made to the Unified Development Ordinance (UDO). Council and staff discussed possible safety measures for the project.

Patterson Lane Multifamily Development Agreement - Rox Burhans

Rox Burhans provided an overview of the Patterson Lane Multifamily development project, which is detailed in the Agenda Item Summary and attachments found in the agenda packet and in the power point presentation attached to the written minutes in the Clerk to Council's office. He noted that the County has already received a proposed Development Agreement for this project.

Council and staff discussed the need for criteria and guidelines in reviewing and evaluating future development projects.

Traffic Calming Manual - Pilot Program - Steve Willis/Jeff Catoe/Darren Player

Steve Willis explained that the International Fire Code gives the Fire Marshal/Fire Department the authority over

traffic calming. He noted that the Fire Department was previously against traffic calming but that they currently changed their stance. He explained that the County is now proposing a draft manual to permit traffic calming under certain circumstances. He explained that the cost to the County would be the initial engineering study to determine if traffic calming was warranted in a particular neighborhood, but that all other expenses would be incurred by the Homeowners Associations (HOA).

Darren Player explained that the Fire Departments were against traffic calming initially because it was hazardous to the fire apparatus. However, he noted that the Fire Commission did decide to allow this pilot program for traffic calming.

Jeff Catoe reviewed the pilot program. He explained that once the pilot program is completed, then staff will go back before the Fire Commission to determine whether the program will continue.

Request for Quit Claim Deed - Steve Willis/John DuBose

Steve Willis and John DuBose explained that the County had a request to Quit Claim Deed an unopened section of road between Lynwood Drive and Norfolk Road. They explained that the request was from an adjacent property owner and that the County actually never claimed that they owned the land and that the County never opened that portion of the road. John DuBose noted that the road was a dirt road.

Allen Blackmon left the Committee of the Whole meeting at approximately 5:34 p.m.

Steve Willis explained that this item would be brought to Council in the form of an Ordinance.

Discussion on How to Proceed on DSS Building - Steve Willis

Steve Willis explained that staff needed guidance regarding the project to renovate the Department of Social Services' building. He noted that the bid for the project came in over budget by approximately $177,550.00. He explained that the County cannot engage in value engineering because the money is tied to a Community Development Block Grant. He explained that Council had two options: (1) they can take the money out of the General Fund and proceed with the low bid; or (2) the County can cut the scope of the project and re-bid it. Council asked staff to research whether the renovation project would be eligible for COVID funds. Steve Willis explained that this would come before Council in the form of a Resolution.

DRAFT

Citizen Comments

There were no written comments submitted and no one signed up to speak for Citizens Comments during the meeting.

Executive Session

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

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

Larry Honeycutt moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 5-0. At approximately 5:46 p.m., Council went into Executive Session to discuss the following item: (1) one Economic Development matter, Project Tattoo, pursuant to SC Code 30-4-70(a)(5).

Council came out of Executive Session and Brian Carnes called the Council meeting back to order at approximately 6:06 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Billy Mosteller. Motion Passed 5-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council discussed one Economic Development matter, Project Tattoo. He explained that, during Executive Session, no votes were taken and no decisions were made.

Adjournment

Larry Honeycutt moved to adjourn the Committee of the Whole meeting. Seconded by Billy Mosteller. Motion to adjourn Passed 5-0. There being no further business, the Committee of the Whole meeting adjourned at approximately 6:07 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1144-R2021
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
A Resolution to amend and adopt an updated Prioritized Community Needs List.

Points to Consider:
This is required as part of our annual process to qualify for various Community Development Block Grants.

Council heard from Grazier Rhea of the Catawba Council of Governments at the previous meeting regarding this matter.

A Public Hearing was conducted but nobody spoke on the matter.

Funding and Liability Factors:
N/A

Council Options:
Approve or reject the Resolution.

Recommendation:
Approve the Resolution. The Clerk to Council will transmit a signed copy of the Resolution to Ms. Rhea.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1144-R2021	3/12/2021	Resolution
Prioritized Community Needs List March 2021	3/15/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1144-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO AMEND THE LANCASTER COUNTY PRIORITIZED COMMUNITY NEEDS LIST.

WHEREAS, the Lancaster County Council conducted a Public Hearing on March 8, 2021 related to the Lancaster County Prioritized Community Needs List; and

WHEREAS, County Council heard from Grazier Rhea of the Catawba Regional Council of Governments regarding the need to amend the list to include two items; and

WHEREAS, County Council directed staff to bring this matter back for Council consideration at the March 22, 2021 County Council meeting.

NOW, THEREFORE, BE IT RESOLVED that the County Council directs the following amendments to the Prioritized Community Needs List be adopted and communicated to the Catawba Regional Council of Governments:

Item 1: Add the following sentence at the end of Item One: This also includes the replacement of the water meter valve vault for the City of Lancaster's water system.

Item 3: Add the following sentence as Item Three: Continue effort to prepare for, respond to, and prevent the Coronavirus.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

IT IS SO RESOLVED

by County Council this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

LANCASTER COUNTY, SC
PRIORITIZED COMMUNITY NEEDS

MARCH 2021

Lancaster County held a Needs Assessment Public Hearing on Monday, March 8, 2021, at which time the following community needs were prioritized.

1. Upgrade and extension of water and sewer services for low and moderate income areas, including the Kings Circle area, the Kershaw Mill area, the Dobson School area and the Emerald Estates area. This also includes the replacement of the water meter valve vault for the City of Lancaster's water system.
2. Demolition of vacant, dilapidated structures in low and moderate income neighborhoods.
3. Continue efforts to prepare for, respond to, and prevent the Coronavirus.
4. Neighborhood revitalization activities in low and moderate income areas, including the Dobson School area, Kershaw Mill area, Erwin Farm area, and Emerald Estates area to include the following:
    - Clearance and clean-up
    - Infrastructure upgrades to include, but not limited to, transportation, sidewalks, transit, water, sewer, gas, electrical, and communications to include Internet/ wireless/ broadband.
    - Housing rehabilitation
    - Activities to increase affordable housing
    - Job training and educational opportunities
    - Socioeconomic assistance
    - Franchised curbside solid waste collection in target areas
5. Promote economic development and job creation activities through provision of infrastructure to potential and expanding businesses and industries and through the provision of Workforce Development Training to residents and industries through direct county grant match funding and provision of in-kind services.
6. Construct permanent EMS and fire stations where needed to replace mobile and/or inadequate facilities.
7. Improve transportation between Lancaster's four municipalities, City of Lancaster, Town of Heath Springs, Town of Kershaw and Town of Van Wyck, including highway (US 521) and rail (L&C Railway) modes of transportation.
8. Add turning lanes for the Heath Springs Elementary School and the Andrew Jackson Middle and High Schools.
9. Improve transportation between the City of Lancaster and the Chesterfield County line on SC 9 South, a segment of the South Carolina Department of Transportation Strategic Freight Network.

10. Locate recreational facilities and social service agencies in the northern panhandle of the county. This would put these services within closer proximity to the people who use them and eliminate the need for driving into the City of Lancaster.
11. Seek funding to address housing needs, to include rehabilitation, affordable housing and down payment and closing cost assistance.
12. Undertake activities to promote fair housing opportunities for all citizens.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1145-R2021
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
The low bid for the DSS Building came in higher than the estimated cost.

Points to Consider:
This is a Community Development Block Grant project so our ability to negotiate with the lowest responsive bidder is significantly restricted. We are at a decision point with basically two options:

(1) Rebid the project with a reduced scope of work; OR
(2) Add county funding to make up the difference.

The Department of Social Services has changed the methodology for reimbursements.

The attached report shows both the funding sources, project budget, information on the DSS reimbursement methodology, and the scope of work that we would propose to eliminate should the decision be to rebid.

Funding and Liability Factors:
Should Council decide to add funding the amount would be $177,550.

Council Options:
Council may decide to add funding to this project or leave the funding as currently approved. If the decision is to leave the funding as is we will proceed with rebidding the project with a reduced scope of work.

Recommendation:
I reluctantly recommend adding the funding to proceed with the project. This building does not house county staff that performs a county function but is a requirement placed on County Council by the State Legislature. That said, there is no doubt the improvements are desperately needed and DSS does serve our most needy and vulnerable residents.

I do need to note that upon completion of this project I would hope that Council would consider a second CDBG to make improvements to the interior office spaces.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1145-R2021	3/12/2021	Resolution
DSS Budget Information	2/27/2021	Exhibit

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1145-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO APPROVE ADDITIONAL FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT RELATED TO RENOVATIONS AT THE SOUTH CAROLINA DEPARTMENT OF SOCIAL SERVICES BUILDING.

WHEREAS, County Council previously approved a Community Development Block Grant (CDBG) related to renovations at the Department of Social Services (DSS) building; and

WHEREAS, funding consisted of a five hundred thousand dollar ($500,000) CDBG grant and five hundred fifty six thousand dollars ($556,000) in local grant match; and

WHEREAS, the low bid on the project exceeded the architect's cost estimate by one hundred seventy seven thousand dollars ($177,000); and

WHEREAS, Lancaster County Council is cognizant of the significant need for this project as it serves our most vulnerable citizens; and

WHEREAS, the involvement of grant funds for the project prevents the possibility of value engineer the project and rebidding the project would lead to substantial delays in project completion; and

WHEREAS, the COVID-19 pandemic has had a disproportionate impact on vulnerable populations, both nationally and locally, and there is a pressing need to proceed with the renovation project as soon as possible so that the most vulnerable citizens of Lancaster County are provided vital assistance in these later stages of the pandemic and in the recovery period from the pandemic; and

WHEREAS, the provision of improved DSS services to the most vulnerable citizens of Lancaster County without further delay will benefit the health, public safety, and well-being of the citizens of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED by the County Council that it agrees to fund the additional one hundred seventy seven thousand dollars ($177,000) in local grant match;

AND, BE IT FURTHER RESOLVED THAT the County Council directs the appropriate County staff to prepare the necessary budget amendment needed to carry into effect this Resolution.

IT IS SO RESOLVED

by County Council this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

LANCASTER COUNTY 2019 DSS BUILDING RENOVATION PROJECT

PROJECT BUDGET
SEPTEMBER 2019

ACTIVITY	CDBG	LANCASTER COUNTY	TOTAL COST
Construction	455,000	483,000	938,000
Architectural	0	68,000	68,000
Environmental Assessment	0	5,000	5,000
Administration	45,000.00	0	45,000
TOTAL	**500,000**	**556,000**	**1,056,000**

Please note the data above includes the two funding sources.

In the past DSS has reimbursed a percentage of costs associated with work done on buildings that benefit their staff. This is now done on a lower percentage and is done by way of annual payments for depreciation. Ms. Susan Roben, the DSS CFO advises that percentage is now 35.32%.

As shown above the construction budget was set at $938,000. The low bid was $1,115,550 which leaves an overage of $177,550. Because this is a Community Development Block Grant we are limited on negotiations with the low bidder and would be required to re-bid the project with a reduced scope of work. Following consultations with the design team the following would be proposed:

Retain within the scope of the project:

1. Reroofing the existing building.
2. Replacing the rooftop mechanical units & modifying distribution system as required.
3. Renovating the restrooms to meet minimum plumbing fixture counts and make the restrooms accessible.
4. Keeping a shower in the scope to allow DSS to give children a chance to be clean if they come in the middle of the night.
5. Electrical modifications related to mechanical and restrooms/shower.

Remove from the scope of the project:

1. Remove scope to create new Staff Breakroom and Accessible Toilet and Conference room on DSS side and keep existing file storage room existing to remain.
2. Remove all scope related to finishes (flooring, paint) outside of renovated toilets.
3. Remove scope related to DSS Lobby Area new door and finishes, existing corridor configuration to remain.
4. All existing offices to remain with existing configuration and finishes.

5. Remove new finishes in existing Large Gathering Room and Meeting room.

This would keep all building envelope components but remove some interior components. The thought is to take care of the building basics and hopefully acquire future funding for the listed interior components as well as other interior upgrades.

The other option to retain the five listed areas is to approve the $177,550 from Fund Balance and proceed with the low bid.

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1146-R2021
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Payment of premium pay, in the form of a one-time bonus, to essential workers pursuant to the American Relief Plan Act.

Points to Consider:
The Coronavirus State and Local Recovery Fund, a component of the American Relief Plan Act, authorizes federal funds to be spent to provide premium pay to essential workers during the COVID-19 public health emergency.

During the Committee of the Whole meeting the Council discussed providing a one time bonus to certain employees in EMS, Fire Rescue, Sheriff's Office, Coroner's Office, Public Safety Communications, and Solid Waste.

The intent is to recognize those employees who could not work remotely or on split shifts but were at work in person every day serving our residents.

Funding and Liability Factors:
The proposed bonus would be $3,000 (before taxes) for eligible employees. The total cost is $1,272,210.

Funding would come from the federal funds to be distributed under the American Relief Plan Act.

Council Options:
Approve or reject the Resolution.

Recommendation:
Approve the Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1146-R2021	3/15/2021	Resolution

STATE OF SOUTH CAROLINA)
) **RESOLUTION 1146-R2021**
COUNTY OF LANCASTER)

A RESOLUTION

TO DIRECT THE APPROPRIATE COUNTY STAFF TO PREPARE THE NECESSARY BUDGET AMENDMENT TO PROVIDE PREMIUM PAY TO ESSENTIAL WORKERS IN THE FORM OF A ONE TIME BONUS, 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.

WHEREAS, Congress has passed the legislation and the President signed The American Rescue Plan Act of 2021 on March 11, 2021; and

WHEREAS, as part of the overall package the Coronavirus State and Local Fiscal Recovery Fund provides federal funding for county governments; and

WHEREAS, one of the authorized uses of the Coronavirus State and Local Fiscal Recovery Fund is to provide premium pay for eligible county workers performing essential services during the COVID-19 public health emergency; and

WHEREAS, County Council is desirous of providing such premium pay in the form of a one-time bonus to certain employees in Emergency Medical Services, Fire Rescue, the Sheriff's Office including Detention Center, the Coroner's Office, Public Safety Communications, and Solid Waste who could not work remotely or work split shifts during the COVID-19 public health emergency due to the essential nature of their service; and

WHEREAS, County Council desires this one-time bonus to be in the amount of three thousand dollars ($3,000).

NOW, THEREFORE, BE IT RESOLVED by the County Council that it directs the appropriate county staff to prepare the necessary budget amendment and payroll forms, as well as such actions as may be necessary and convenient, to carry this Resolution into effect.

IT IS SO RESOLVED

by County Council this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1713
Contact Person / Sponsor: Jamie Gilbert / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
LCDED is working with a Project Smith, a well-established and respected business that is considering purchasing an existing industry building in Lancaster County for its office, manufacturing and warehouse operations. The company has evaluated locations throughout the Carolinas. The company has identified an existing building in Lancaster County as their preferred location. If Project Smith were to locate in Lancaster County, the project would result in a capital investment of over $7 million and 43 new jobs in Lancaster County. No positions at the operation will have an annual salary of less than $40,000.
In an effort to secure the Project Smith's commitment to expanding their operations to Lancaster County, LCDED has proposed to the company a thirty year Special Source Revenue Credit (SSRC) at 62% annually to be applied against a the project's real and personal property ad valorem taxes.

Points to Consider:

- Project Smith is a well-respected and established company that would be desirable to have in Lancaster County.
- The project is competitive and property tax reductions are critical to the securing the project in Lancaster County.
- The purchase of the existing building represents a significant portion of the project's capital investment. The building is not eligible for a FILOT since it is currently being taxed. At one time, the building was subject to a FILOT that has since expired.
- Project Smith's purchase is expected to triple the market value of the building. This will proportionally increase the ad valorem taxes on the building.
- The SSRC will assist Project Smith in offsetting the 9% manufacturing assessment rate (FILOT rates are 6%), the annual change in millage (millage rates are locked in under a FILOT) and the increase in the building assessment both at the time of purchase and the five year reassessment process (building values are frozen for the term of the FILOT).

Funding and Liability Factors:
There are no funding or liability factors. As previously noted, the SSRC applies to an existing property being taxed; however, Project Smith's purchase and upgrades are expected to increase the value of the building three fold. As a result, real property tax revenues after year five are expected to increase over what is currently being generated. If the building were to remain vacant, real property taxes from Project Smith after incentives are applied will more than double on the property.

Council Options:
County Council can approve, amend, table or reject the Project Smith SSRC Ordinance.

Recommendation:
LCDED recommends County Council approve the Project Smith SSRC Ordinance as presented.

ATTACHMENTS:

Description	Upload Date	Type

Ordinance 2021-1713	3/12/2021	Ordinance
Red Line Version of Ordinance 2021-1713 Showing Changes from First and Second Readings	3/12/2021	Ordinance
Exhibit A to Ordinance 2021-1713 - Special Source Revenue Credit Agreement	3/15/2021	Exhibit
Red Line Version of Exhibit A to Ordinance 2021-1713 Showing Changes from First and Second Readings	3/12/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1713	3/12/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1713

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND STUDIO DISPLAYS, INC. (PROJECT SMITH) 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.

The Lancaster County Council finds and determines that:

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

(b) Studio Displays, Inc. (Project Smith) 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 in order to construct and install one or more facilities in the County (the "Project"), *provided, that,* approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(c) the Project is anticipated to result in an investment of at least $5,600,000 in real and personal property with an associated creation of at least thirty (30) new, full-time jobs; and

(d) by passage of Resolution No. 1119-R2020, adopted October 26, 2020, Council committed the County to (*i*) enter into a Special Source Revenue Credit Agreement with the Company under the MCP Act, (*ii*) provide for SSRCs against the FILOT Payments to be made by the Company, and (*iii*) locate the Project in an MCP.

Section 2. Additional Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 3. Approval of Special Source Revenue Credit Agreement.

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

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: January 11, 2021
Second Reading: January 25, 2021
Public Hearing: March 22, 2021
Third Reading: March 22, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021–1713

Special Source Revenue Credit Agreement

See attached.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1713

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND ~~AMONG~~BETWEEN LANCASTER COUNTY~~, ####, INC.,~~ AND ~~@@@@, LLC,~~STUDIO DISPLAYS, INC. (PROJECT SMITH) 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.

The Lancaster County Council finds and determines that:

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

(b) ~~####,~~Studio Displays, Inc~~., and @@@@@, LLC,~~. (Project Smith) on ~~their~~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 in order to construct and install one or more facilities in the County (the "Project"), *provided, that,* approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(c) the Project is anticipated to result in an investment of at least $5,600,000 in real and personal property with an associated creation of at least thirty (30) new, full-time jobs; and

(d) by passage of Resolution No. 1119-R2020, adopted October 26, 2020, Council committed the County to (*i*) enter into a Special Source Revenue Credit Agreement with the Company under the MCP Act, (*ii*) provide for SSRCs against the FILOT Payments to be made by the Company, and (*iii*) locate the Project in an MCP.

Section 2. Additional Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 3. Approval of Special Source Revenue Credit Agreement.

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

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
~~Larry Honeycutt~~Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: January 11, 2021
Second Reading: January 25, 2021
Public Hearing: ~~February 8~~March 22, 2021
Third Reading: ~~February 8~~March 22, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021–1713

Special Source Revenue Credit Agreement

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

STUDIO DISPLAYS, INC.

Dated as of March 22, 2021

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of March 22, 2021 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, and STUDIO DISPLAYS, INC. ("Studio Displays" or "Company"), a North Carolina corporation.

W I T N E S S E T H :

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

WHEREAS, the Company desires to invest capital in the County in order to construct and install one or more facilities with the expected investment estimated to be at least $5,600,000 in real and personal property with an associated creation of at least thirty (30) new, full-time jobs (the "Project"); and

WHEREAS, pursuant to the MCP Act, the County, by passage of Ordinance No. 1011, and Chester County, South Carolina ("Chester County"), by passage of Ordinance No. 02-01-01A, have jointly developed a Park ("Lancaster-Chester Park") by entering into that certain Agreement for the Development of a Joint Industrial and Business Park (Greyne) dated December 21, 2009 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, the "Lancaster-Chester Park Agreement"); and

WHEREAS, in accordance with the MCP Act, real and personal property having a *situs* in a Park in the County, including, but not limited to, the Lancaster-Chester Park, 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 Park and the exemption; and

WHEREAS, the County has determined to provide for inclusion of the Project Site within the boundaries of the Lancaster-Chester Park, if such property is not already so included, and to maintain the Project Site within the boundaries of the Lancaster-Chester Park, or a replacement or successor Park, in

order to facilitate the provision of, and receipt by, the Company of the special source revenue credits set forth in greater detail herein; and

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

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2021-1713 enacted by the County Council on March 22, 2021 (the "County Ordinance").

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

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

"Company" means Studio Displays 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.

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

"*Jobs Commitment*" means the commitment of Studio Displays to create New Full-Time Jobs paying an hourly wage rate meeting the Wage Requirement.

"*Lancaster-Chester Park*" means initially with respect to the Project Site, the Lancaster-Chester Park established pursuant to the terms of the Lancaster-Chester Park Agreement, and thereafter any Park which hereafter includes the Project Site and which is designated by the County as such pursuant to any Park agreement which replaces or succeeds the Lancaster-Chester Agreement.

"*Lancaster-Chester Park 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.

"*New Full-Time Jobs*" means new full-time jobs *(i.e.,* at least thirty (30) hours per week) created by Company for the Project, all with health care benefits ("New Full-Time Jobs") at the following employment levels and in the designated timeframes:

(*i*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than twenty-five (25) for those months in which the Project is operating in the County in calendar year 2021 (applicable to the FILOT Payment due without penalty by January 15, 2023),

(*ii*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of twenty-eight (28) in calendar year 2022 (applicable to the FILOT Payment due without penalty by January 15, 2024),

(*iii*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of thirty (30) in calendar year 2023 (applicable to the FILOT Payment due without penalty by January 15, 2025) and each calendar year thereafter in which Studio Displays receives an SSRC pursuant to Section 3.01(a) below.

Jobs relocated from other states to the Project may be included in the determination whether the Company has fulfilled the Jobs Commitment if the relocated jobs meet the Wage Requirement.

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

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

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

"Project Site" means the land identified by Parcel Identification No. 0010-00-050.03, with a physical address of 9081 Northfield Drive, and consisting of approximately 7.64 acres.

"Property Tax Year" means the annual period which is equal to the fiscal year of Studio Displays, as of the original execution and delivery of this Agreement, and with respect to Studio Displays, 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.

"Studio Displays" means Studio Displays, Inc., a North Carolina corporation and its successors and assigns.

"Wage Requirement" means an hourly wage rate not less than twenty dollars ($20.00).

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

SECTION 2.02. Representations by the Company. Studio Displays makes the following representations:

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

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

SECTION 2.03 Covenants by the County. The County will use its best efforts to include, and thereafter maintain, the Project Site within the boundaries of the Lancaster-Chester 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 were not located in the Lancaster-Chester Park, 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 sixty-two percent (62%) of the FILOT Payments due with respect to the Company's investments in real and personal property for a period of thirty (30) consecutive tax years, beginning with the FILOT Payment due from the Company for tax year 2022 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2023) and ending with the FILOT Payment due from the Company in tax year 2051 (*i.e.,* the FILOT Payment due to be paid without penalty on or before January 15, 2052).

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

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

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

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

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

(h) In any year in which the Company fails to meet the Jobs Commitment, the SSRC shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for the calendar year 2022, the Jobs Commitment is to have not less than an average of twenty-eight (28), but the Company employed an average of twenty-four (24) meeting the Jobs Commitment, then the SSRC would be set at 85.7% (24 divided by 28 equals 85.7%) of 62% which results in an SSRC applicable to the FILOT Payment due without penalty by January 15, 2024 of 53.1% (85.7% times 62% equals 53.1%).

(i) Notwithstanding any other provision of this Agreement, the SSRCs provided in **Section 3.01(b)** above are not applicable in any year immediately following a year in which the Company has failed to employ an average of at least ten (10) individuals in new full-time jobs (*i.e.,* each at least thirty (30) hours per week and all with health care benefits).

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

(b) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from Studio Displays that supports the respective returns of Studio Displays, as may be reasonably necessary to verify the calculations of the fee-in-lieu of tax payments by Studio Displays. 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, Studio Displays shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 2022, the information required by the County Auditor for a fee-in-lieu of tax payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. The information delivered must include, at a minimum, the amount of investment by the Company in Project property. If the County incurs expenses in the computation, preparation and verification of the annual fee-in-lieu of tax 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"). The annual Administrative Expense Reimbursement is capped at one thousand dollars ($1000.00). If the information and certification required by this subsection is not delivered to the County Auditor and County Director of Economic Development on or before May 31 of the applicable year, Studio Displays agrees that the Special Source Revenue Credits are forfeited for the FILOT Payment due for Project property for the then current Property Tax Year.

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

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

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

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

ARTICLE V

DEFAULTS AND REMEDIES

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

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

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

(2) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

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

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

SECTION 6.05. No Liability for Personnel of the County, the Company or the Affiliated Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of their respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or

the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

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

(a) As to the County:

Lancaster County
Attn.: County Administrator
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina
Phone: (803) 416-9300
Facsimile No.: (803) 285-3361

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

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Phone: (803) 286-3633
Facsimile No.: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to Studio Displays:

Studio Displays, Inc.
10600 Southern Loop Boulevard
Pineville, NC 28134-7381
Facsimile No.: _____

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

SECTION 6.07. 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.

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

[SEAL]

Attest:

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

STUDIO DISPLAYS, INC.,
a North Carolina corporation

By: _____

Its: _____

~~SMITH (##########) JANUARY 6, 2021~~

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and ~~among~~between

LANCASTER COUNTY, SOUTH CAROLINA,

~~##########,~~and

STUDIO DISPLAYS, INC~~.,~~.

~~and~~

~~XXXXXXXXXXXXX, LLC~~

Dated as of ~~February 8~~March 22, 2021

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of ~~February 8~~March 22, 2021 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and ~~among~~between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, ~~#########,~~and STUDIO DISPLAYS, INC. ~~("#########"),~~("Studio Displays" or "Company"), a North Carolina corporation~~ and XXXXXXXXXXXXX, LLC ("Xxxxxxxxxxxxx"), a North Carolina limited liability company (collectively, ######### and Xxxxxxxxxxxxx, are referred to as "Company").~~.

W I T N E S S E T H :

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

WHEREAS, the Company desires to invest capital in the County in order to construct and install one or more facilities with the expected investment estimated to be at least $5,600,000 in real and personal property with an associated creation of at least thirty (30) new, full-time jobs (the "Project"); and

WHEREAS, pursuant to the MCP Act, the County, by passage of Ordinance No. 1011, and Chester County, South Carolina ("Chester County"), by passage of Ordinance No. 02-01-01A, have jointly developed a Park ("Lancaster-Chester Park") by entering into that certain Agreement for the Development of a Joint Industrial and Business Park (Greyne) dated December 21, 2009 (as amended, modified, or supplemented through the date hereof, and as may be amended, modified, or supplemented from time to time, the "Lancaster-Chester Park Agreement"); and

WHEREAS, in accordance with the MCP Act, real and personal property having a *situs* in a Park in the County, including, but not limited to, the Lancaster-Chester Park, 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 Park and the exemption; and

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

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

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2021-1713 enacted by the County Council on ~~February 8~~March 22, 2021 (the "County Ordinance").

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 ~~either ######### or Xxxxxxxxxxxxx~~Studio Displays, or which now or hereafter is owned in whole or in part by ~~either ######### or Xxxxxxxxxxxxx~~Studio Displays, or by any partner, shareholder or owner of ~~either ######### or Xxxxxxxxxxxxx~~Studio Displays, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to ~~either ######### or Xxxxxxxxxxxxx~~Studio Displays, as described in Section 267(b) of the Internal Revenue Code.

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

"Company" means~~, collectively, #########~~ Studio Displays and ~~Xxxxxxxxxxxxx, and their~~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.

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

"Jobs Commitment" means the commitment of ######### and Xxxxxxxxxxxxx, collectively,Studio Displays to create New Full-Time Jobs paying an hourly wage rate meeting the Wage Requirement.

"Lancaster-Chester Park" means initially with respect to the Project Site, the Lancaster-Chester Park established pursuant to the terms of the Lancaster-Chester Park Agreement, and thereafter any Park which hereafter includes the Project Site and which is designated by the County as such pursuant to any Park agreement which replaces or succeeds the Lancaster-Chester Agreement.

"Lancaster-Chester Park 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.

"New Full-Time Jobs" means new full-time jobs *(i.e.*, at least thirty (30) hours per week) created by Company for the Project, all with health care benefits ("New Full-Time Jobs") at the following employment levels and in the designated timeframes:

(*i*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than twenty-five (25) for those months in which the Project is operating in the County in calendar year 2021 (applicable to the FILOT Payment due without penalty by January 15, 2023),

(*ii*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of twenty-eight (28) in calendar year 2022 (applicable to the FILOT Payment due without penalty by January 15, 2024),

(*iii*) to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of thirty (30) in calendar year 2023 (applicable to the FILOT Payment due without penalty by January 15, 2025) and each calendar year thereafter in which either ######### or XxxxxxxxxxxxxStudio Displays receives an SSRC pursuant to Section 3.01(a) below.

Jobs relocated from other states to the Project may be included in the determination whether the Company has fulfilled the Jobs Commitment if the relocated jobs meet the Wage Requirement.

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

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

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

"Project Site" means the land identified by Parcel Identification No. ~~_____~~,0010-00-050.03, with a physical address of ~~_____~~,9081 Northfield Drive, and consisting of approximately ~~___~~7.64 acres.

"Property Tax Year" means the annual period which is equal to the fiscal year of ~~######### and Xxxxxxxxxxxxx, i.e.,~~Studio Displays, as of the original execution and delivery of this Agreement, and with respect to ~~both ######### and Xxxxxxxxxxxxx~~Studio Displays, 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.

~~*"#########"*~~*"Studio Displays"* means ~~#########,~~Studio Displays, Inc., a North Carolina corporation~~ and its successors and assigns.~~

~~*"Xxxxxxxxxxxx"* means Xxxxxxxxxxxxx, LLC, a North Carolina limited liability company~~ and its successors and assigns.

"Wage Requirement" means an hourly wage rate not less than twenty dollars ($20.00).

ARTICLE II

REPRESENTATIONS AND COVENANTS

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

SECTION 2.02. Representations by the Company. ~~A. #########~~Studio Displays makes the following representations:

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

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

B. Xxxxxxxxxxxx makes the following representations:

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

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

SECTION 2.03 Covenants by the County. The County will use its best efforts to include, and thereafter maintain, the Project Site within the boundaries of the Lancaster-Chester 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 were not located in the Lancaster-Chester Park, 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 sixty-two percent (62%) of the FILOT Payments due with respect to the Company's investments in real and personal property for a period of thirty (30) consecutive tax years, beginning with the FILOT Payment due from the Company for tax year 2022 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2023) and ending with the FILOT Payment due from the Company in tax year 2051 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2052).

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

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

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

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

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

(h) In any year in which the Company fails to meet the Jobs Commitment, the SSRC shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for

the calendar year 2022, the Jobs Commitment is to have not less than an average of twenty-eight (28), but the Company employed an average of twenty-four (24) meeting the Jobs Commitment, then the SSRC would be set at 85.7% (24 divided by 28 equals 85.7%) of 62% which results in an SSRC applicable to the FILOT Payment due without penalty by January 15, 2024 of 53.1% (85.7% times 62% equals 53.1%).

(i) Notwithstanding any other provision of this Agreement, the SSRCs provided in **Section 3.01(b)** above are not applicable in any year immediately following a year in which the Company has failed to employ an average of at least ten (10) individuals in new full-time jobs (*i.e.*, each at least thirty (30) hours per week and all with health care benefits).

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

(b) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from ######### and XxxxxxxxxxxxxStudio Displays that supportsupports the respective returns of ######### and XxxxxxxxxxxxxStudio Displays, as may be reasonably necessary to verify the calculations of the fee-in-lieu of tax payments by ######### and XxxxxxxxxxxxxStudio Displays. 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, ######### and XxxxxxxxxxxxxStudio Displays shall each deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 2022, the information required by the County Auditor for a fee-in-lieu of tax payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. The information delivered must include, at a minimum, the amount of investment by the Company in Project property. If the County incurs expenses in the computation, preparation and verification of the annual fee-in-lieu of tax 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"). The annual Administrative Expense Reimbursement is capped at one thousand dollars ($1000.00). If the information and certification required by this subsection is not delivered to the County Auditor and County Director of Economic Development on or before May 31 of the applicable year, ######### and Xxxxxxxxxxxxx each agreeStudio Displays agrees that the Special Source Revenue Credits are forfeited for the FILOT Payment due for Project property for the then current Property Tax Year.

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

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

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

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

ARTICLE V

DEFAULTS AND REMEDIES

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

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

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

(2) bring suit upon this Agreement;

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

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

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

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

ARTICLE VI

MISCELLANEOUS

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

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

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

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

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

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

(a) As to the County:

Lancaster County
Attn.: County Administrator
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina
Phone: (803) 416-9300
~~Fax:~~Facsimile No.: (803) 285-3361

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

Mr. Jamie Gilbert

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

(b) As to ~~#########:~~Studio Displays:

~~#########,~~ Studio Displays, Inc.

~~(c) As to Xxxxxxxxxxxxx:~~

~~Xxxxxxxxxxxxx, LLC~~

10600 Southern Loop Boulevard
Pineville, NC 28134-7381
Facsimile No.: _____

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

SECTION 6.07. 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.

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

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

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

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

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

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

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
~~Larry Honeycutt~~Billy Mosteller, Secretary, County Council

[SEAL]

Attest:

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

~~#########,~~STUDIO DISPLAYS, INC.,
a North Carolina corporation

By: _____

Its: _____

~~XXXXXXXXXXXXX, LLC,~~
~~a North Carolina limited liability company~~

~~By: _____~~

~~Its: _____~~

The Lancaster News

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

Legal Notice

NOTICE OF PUBLIC HEARING
Lancaster County Council
A public hearing has been scheduled by the Lancaster County Council for Monday, March 22, 2021, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1713, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG LANCASTER COUNTY, ####, INC., AND @@@@, LLC, (PROJECT SMITH) PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND." Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.
39-19-1S-Womble Bond Dickinson-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of March 7, 2021.

Benita G Cauthen
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1716
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Potential Quit Claim for unopened portion of Culp Landsford Road.

Points to Consider:
Attached is the tax map showing this area. Culp Landsford Road is a residential street that branches off Culp Street. Culp Street branches off Landsford Road near its intersection with Memorial Park Road.

The westerly segment of Culp Landsford was never opened and never used. The easterly segment is a paved county road.

The owners for the westerly segment have inquired as to having the platted but never opened segment transferred to them by Quit Claim deed.

Jeff Catoe and I concur this road segment has no value to Lancaster County and a Quit Claim to the adjacent property owners would be appropriate.

Funding and Liability Factors:
N/A

Council Options:
Approve or reject quit claim of the unopened portion of Culp Landsford Road. .

Recommendation:
Approve the Ordinance authorizing a Quit Claim Deed for this road segment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1716	2/11/2021	Ordinance
Exhibit A to Ordinance 2021-1716 - Tax Map of Culp Landsford Rd	1/21/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1716	3/11/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1716

AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE TO REAL PROPERTY WITHIN AN UNOPENED PORTION OF CULP LANDSFORD ROAD TO ADJACENT LANDOWNERS.

WHEREAS, Culp Landsford Road is a county maintained road in Lancaster County, South Carolina.

WHEREAS, Lancaster County never accepted the dedication of a portion of Culp Landsford Road and the portion of the road not accepted for public dedication remains unopened.

WHEREAS, Lancaster County has no current or future plans to accept the dedication of the unopened portion of Culp Landsford Road and the real property has no value or use to Lancaster County.

WHEREAS, this real property cannot be subdivided as a new parcel of real property and therefore holds no value except to the adjacent landowners.

WHEREAS, while Lancaster County does not claim any right, title, or interest in the unopened portion of Culp Landsford Road, the Lancaster County Council finds it appropriate and prudent to convey any right, title, or interest it may hold in the unopened portion of Culp Landsford Road to adjacent property owners via quitclaim deed.

WHEREAS, this action represents an important and necessary governmental function.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Lancaster County intends to convey, via quitclaim deeds, any right, title, or interest it may hold in the real property comprising the unopened portion of Culp Landsford Road (shown on Exhibit "A" which attached hereto and incorporated herein by reference) to the property owners adjacent to the unopened section of road. Specifically:

A. Erich Simpson, Trustee of the Erich Simpson Family Revocable Living Trust dated July 23, 2012, will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from his existing property line to the centerline of the unopened portion of the road.
B. Larry W Sims and Teresa C. Sims will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.
C. Carmen De Jesus Flores and Roque Fabio Diaz will receive from the County via quitclaim deed, title of the unopened portion of Culp Landsford Road from their existing property line to the centerline of the unopened portion of the road.

Section 2. The County Council of Lancaster Count hereby authorizes and directs that Steve Harper, as Chairman of Lancaster County Council, and Brian Carnes, as Vice-Chair of Lancaster County Council, to make, execute and deliver the quitclaim deeds conveying the real property described herein to above-mentioned adjacent property owners.

Section 3. Any ordinance, resolution, or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. This Ordinance is effective after third reading and a public hearing.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Steve Harper, Chairman
Lancaster County Council

By:_____
Billy Mosteller, Secretary
Lancaster County Council

(SEAL)
ATTEST:

_____
Sherrie Simpson, Clerk to Council
Lancaster County Council

First Reading: February 22, 2021
Second Reading: March 8, 2021
Public Hearing: March 22, 2021
Third Reading: March 22, 2021

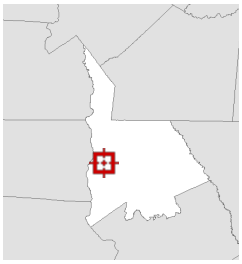
Approved as to form:

_____
John DuBose, County Attorney

qPublic.net™ Lancaster County, SC



Overview



Legend

- Parcels
- Roads
- Railroad

Date created: 1/21/2021
Last Data Uploaded: 1/21/2021 1:08:09 AM

Developed by Schneider GEOSPATIAL

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, March 22, 2021, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1716, an ordinance titled **"AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE TO REAL PROPERTY WITHIN AN UNOPENED PORTION OF CULP LANDSFORD ROAD TO ADJACENT LANDOWNERS."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of March 3, 2021.

Benita G Coursey
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1708 / Planning Case Number: UDO-TA-020-2578
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
A request to amend Unified Development Ordinance Section 2.5.3, Section 5.9 and Section 10.3 to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and to provide for use specific standards.

Points to Consider:
The following sections of the UDO are proposed to be amended:
Section 2.5.3, Use Table: Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.
Section 5.9, Industry/Wholesale/Storage Uses: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.
Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.

Funding and Liability Factors:
N/A

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

Recommendation:
At its meeting of February 16, 2021, the Planning Commission voted unanimously to recommend **approval** of the proposed text amendment. There was a suggestion from a Commissioner that County Council explore and include provisions addressing noise decibel limitations associated with grinding operations. No one from the public spoke in favor or opposition to the text amendment.

Staff recommends approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1708	3/1/2021	Ordinance
Exhibit A, Exhibit B, and Exhibit C to Ordinance 2021-1708	3/1/2021	Exhibit
Staff Report	1/11/2021	Planning Staff Report
Ex 1: Application	1/11/2021	Exhibit
Ex 2: Proposed Text Amendment	1/11/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1708 (Planning Department Case Number: UDO-TA-020-2578)	3/15/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1708

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 2.5.3, USE TABLE, SECTION 5.9, INDUSTRY/WHOLESALE/STORAGE USES, AND 10.3, DEFINITIONS, USE TYPE, TO CREATE AND ALLOW FOR THE LANDFILL – CLASS ONE COMPOSTING FACILITY USE IN THE HEAVY INDUSTRIAL (HI) DISTRICT AS A SPECIAL EXCEPTION AND PROVIDE FOR USE SPECIFIC STANDARDS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Michael D. Wright, Savage, Royall & Sheheen, LLP, has submitted a request on behalf of Stacy Faile, S.M. Smith & Sons, Inc. to amend Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and Section 10.3, Definitions, Use Type, of the Unified Development Ordinance (UDO) concerning the creation and allowance of the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception along with the provision of use specific standards.
(b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Chapter 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(c) The proposed amendment will provide a mechanism for this common industrial property use may be allowed in Lancaster County.
(d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on February 16, 2021, and by a unanimous vote recommended approval of the text amendment.

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

Ordinance 2016-1442 (Unified Development Ordinance) Section 2.5.3., Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and Section 10.3, Definitions, Use Type, is amended as set forth in "Exhibits A, B, and C" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 2.5.3, Use Table; Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.

b) Section 5.9, Industry/Wholesale/Storage Uses: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.

c) Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

EXHIBIT A

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

****

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill-Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-		-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15

EXHIBIT B

10.3 DEFINITIONS, USE TYPE

****

LANDFILL – CLASS ONE – COMPOSTING FACILITY A Composting Facility, as defined in South Carolina Code of Laws, Title 44, as amended, is a facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste to produce a stable, humus-like material. Such a facility shall consist of the grinding or composting of source separated organic residual wastes. These wastes shall include only yard trimmings, leaves, grass clippings, woodchips, trees, stumps, and other land-clearing debris, but shall under no circumstances include food waste, masonry materials, road spoils, paving material, solid waste from agricultural or silvicultural operations, scrap metal, vehicles, or other scrap materials.

****

EXHIBIT C

5.9.16 LANDFILL – CLASS ONE – COMPOSTING FACILITY [HI]

A. Minimum Lot Area. The minimum lot area for Class One Composting Facilities shall be 15 acres.

B. Separation Requirement. The subject property shall not be adjacent to any residential zoning district or property which contains a conforming residential use.

C. Location. No such facilities shall be located within a designated water supply watershed, special flood hazard area or wetland area, or block a natural drainage-way so that water is impounded.

D. Setbacks.

1. A 100-foot setback shall apply along all property lines and public or private rights-of-way for all facilities, including parking, buildings, or disposal.

2. Roads for access to the site may cross the 100-foot area, and monitoring wells may be located within the 100-foot area.

E. Screening.

1. A Type B buffer shall be required along all property lines and public or private rights-of-way regardless of the adjacent zoning. Existing plant material may be included in the computation of the required plantings, with approval of the Administrator.

2. A chain link security fence, a minimum of 6 feet in height, shall enclose the entire site. The fence must be placed inside the required Type B buffer and may be placed inside the buffer area.

3. All existing trees within the buffer area shall be preserved, except to allow for construction of road crossings and monitoring of wells determined to be necessary by the Administrator.

F. Vehicular Access. Vehicular access to the site shall be provided on a major or minor thoroughfare or on a road improved to necessary industrial capacity as determined by the Administrator.

G. Burning Prohibited. No burning shall be permitted on the premises.

H. SCDHEC Permit. All applicable permits shall be obtained from the South Carolina Department of Health and Environmental Control pursuant to Title 44 of the South Carolina Code of Laws.

I. Hours of Operation. Class One Composting Facilities may only operate between the hours of 7:00am and 7:00pm; however any grinding operations shall not occur after 5:00pm.

PROPOSAL:	Amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.
APPLICABLE CHAPTER(S):	Chapters 2, 5 and 10
APPLICANT:	Michael D. Wright, Savage, Royall & Sheheen, LLP on behalf of Stacy Faile, S.M. Smith & Sons, Inc.

PROJECT SUMMARY & PROPOSAL:
Michael D. Wright, Savage, Royall & Sheheen, LLP, has submitted a request on behalf of Stacy Faile, S.M. Smith & Sons, Inc. to amend Chapters 2, 5 and 10 of the Unified Development Ordinance (UDO) concerning the creation and allowance of the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception along with the provision of use specific standards.

OUTLINE OF TEXT AMENDMENT:
The proposed text amendment would create and allow for Landfill - Class One Composting Facility uses in the HI District as a Special Exception, and establish specific development standards for the use.

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

> *Section 2.5.3, Use Table*: Amend to allow Landfill – Class One Composting Facility as a use in the HI District, subject to the approval of a Special Exception.
>
> *Section 5.9, Industry/Wholesale/Storage Uses*: Amend to provide for development standards specific to the proposed Landfill – Class One Composting Facility use.
>
> *Section 10.3, Definitions, Use Type: Amend to provide a definition for Landfill – Class One Composting Facility.*

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 1.

FINDINGS AND CONCLUSIONS:
The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI. The proposed text amendment will provide for a use in the County that would otherwise not be permissible and would provide specific regulations for that use.

It is noted that the provisions proposed by the applicant are consistent with those which exist for the Landfill – Class Two and Landfill – Class Three uses; however the provisions have been adjusted to account the lesser impact of the Class One use in comparison to the Class Two and Three uses.

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

ATTACHMENTS:
1. Application
2. Proposed Text Amendment

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

SAVAGE ROYALL & SHEHEEN L.L.P.
ATTORNEYS AND COUNSELORS AT LAW

EDWARD M. ROYALL
ROBERT J. SHEHEEN
MOULTRIE B. BURNS, JR.
WILLIAM B. COX, JR.
VINCENT A. SHEHEEN*
STEPHEN R. SMOAK
MICHAEL D. WRIGHT
[redacted]
GREG B. COLLINS

HENRY SAVAGE, JR.
1903-1990

*CERTIFIED MEDIATOR & ARBITRATOR

1111 CHURCH STREET
CAMDEN S.C. 29020

P.O. DRAWER 10
CAMDEN S.C. 29021

TELEPHONE: (803) 432-4391
FACSIMILE: (803) 425-4816
FACSIMILE: (803) 425-4812

October 21, 2020

Lancaster County
Attention: Planning Department
PO Box 1809
Lancaster, SC 29721

RE: Text Amendment Application

To Whom it May Concern:

I hope this correspondence finds you doing well.

Enclosed please find a Text Amendment Application filed on behalf of Stacy Faile of S.M. Smith and Sons, Inc. In addition to enclosing the proposed applicable text amendment application, supporting documentation, and my law firm's check in the amount of $435.00 for the application fee, I have also enclosed a notarized letter of support from the property owner of 7472 Van Wyck Road, Hickory Hills Smoked Products, LLC.

I would appreciate a reply confirming the receipt of the application and that it has been properly submitted. I am happy to answer any inquires the Planning Department might have regarding this request. Last, please kindly notify me of the Planning Commission's recommendation to Lancaster County Council

If you have any questions or concerns, please do not hesitate to contact me. Thank you, in advance, for your help in this matter.

Very Truly,

Michael Wright

Enclosures as Stated

cc: Stacy M. Faile (via electronic mail)
Kyle Starnes (via electronic mail)

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: To add Landfill--Class One to Heavy Industrial District

Current Text: Not Applicable.

Proposed Text: Please see attached.

Description of Need for Proposed Text:

Lancaster County does not have a designed for a class one composting facility as currently authorized pursuant to South Carolina law to allow for the grinding or composting source seperated organic residual wastes.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Stacy Faile, S.M. Smith & Sons, Inc.

Address: c/o Savage, Royall, & Sheheen, LLP, Attention: Michael D. Wright, PO Drawer 10

City: Camden State: SC Zip: 29021 Phone: 803-432-4391

Fax: 803-425-4812 Email: mwright@thesavagefirm.com

APPLICATION CERTIFICATIONS

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

Applicant Stacy Faile — Date: Oct. 12, 2020

Property Owner(s) Kyle Starnes — Date: Oct 12, 2020

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

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

2. **Planning Commission**

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

3. **County Council**

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

10/15/2020

Lancaster County Planning Department
PO Box 1809
Lancaster, SC 29721

Re: 7472 Van Wyck Road, Text Amendment Application

To Whom it May Concern:

I hope this correspondence finds you doing well.

I am the writing in support of Stacy Faile and S.M. Smith and Son's Text Amendment application being submitted to the Lancaster County Planning Department. I am the sole member of Hickory Hills Smoked Products, LLC, the owner of the property located at 7472 Van Wyck Road, TMS# 0025-00-010.02. Mr. Faile has discussed the submission of the text amendment with me and I support his request to Lancaster County.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Kyle Starnes
Hickory Hills Smoked Products, LLC

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

I Steve Jenkins a Notary Public for the State of South Carolina, do hereby certify that the above-referenced individual personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 20th day of Oct, 2020.

Signature of Officer

Steve D. Jenkins
Printed Name of Officer

My commission expires: STEVE D. JENKINS SR.
Notary Public, State of South Carolina
My Commission Expires 4/28/2021
(AFFIX NOTARY SEAL)

EXHIBIT A

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

****

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill-Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-		-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15

EXHIBIT B

10.3 DEFINITIONS, USE TYPE

****

LANDFILL – CLASS ONE – COMPOSTING FACILITY A Composting Facility, as defined in South Carolina Code of Laws, Title 44, as amended, is a facility used to provide aerobic, thermophilic decomposition of the solid organic constituents of solid waste to produce a stable, humus-like material. Such a facility shall consist of the grinding or composting of source separated organic residual wastes. These wastes shall include only yard trimmings, leaves, grass clippings, woodchips, trees, stumps, and other land-clearing debris, but shall under no circumstances include food waste, masonry materials, road spoils, paving material, solid waste from agricultural or silvicultural operations, scrap metal, vehicles, or other scrap materials.

****

EXHIBIT C

5.9.16 LANDFILL – CLASS ONE – COMPOSTING FACILITY [HI]

A. Minimum Lot Area. The minimum lot area for Class One Composting Facilities shall be 15 acres.

B. Separation Requirement. The subject property shall not be adjacent to any residential zoning district or property which contains a conforming residential use.

C. Location. No such facilities shall be located within a designated water supply watershed, special flood hazard area or wetland area, or block a natural drainage-way so that water is impounded.

D. Setbacks.

1. A 100-foot setback shall apply along all property lines and public or private rights-of-way for all facilities, including parking, buildings, or disposal.

2. Roads for access to the site may cross the 100-foot area, and monitoring wells may be located within the 100-foot area.

E. Screening.

1. A Type B buffer shall be required along all property lines and public or private rights-of-way regardless of the adjacent zoning. Existing plant material may be included in the computation of the required plantings, with approval of the Administrator.

2. A chain link security fence, a minimum of 6 feet in height, shall enclose the entire site. The fence must be placed inside the required Type B buffer and may be placed inside the buffer area.

3. All existing trees within the buffer area shall be preserved, except to allow for construction of road crossings and monitoring of wells determined to be necessary by the Administrator.

F. Vehicular Access. Vehicular access to the site shall be provided on a major or minor thoroughfare or on a road improved to necessary industrial capacity as determined by the Administrator.

G. Burning Prohibited. No burning shall be permitted on the premises.

H. SCDHEC Permit. All applicable permits shall be obtained from the South Carolina Department of Health and Environmental Control pursuant to Title 44 of the South Carolina Code of Laws.

I. Hours of Operation. Class One Composting Facilities may only operate between the hours of 7:00am and 7:00pm; however any grinding operations shall not occur after 5:00pm.

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Council will conduct a public hearing on Monday, March 22, 2021. The hearing will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-020-2648: Application by Redwood USA, LLC, to amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed. This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.
2. RZ-020-2650: Application by Redwood USA, LLC, to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
3. DA-020-2650: Application by Redwood USA, LLC, to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14). This application is associated with the companion Zoning Map Amendment RZ-020-2650 and Text Amendment UDO-TA-020-2648.
4. UDO-TA-020-2578: Application by Michael D. Wright, Savage, Royall & Sheheen, LLP, to amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.

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

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

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Notice was published in CAROLINA
3, 2021

enia G Gunter

otary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1709 / Planning Case Number: UDO-TA-020-2648
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Request to amend Unified Development Ordinance Section 5.2.3, Section 7.2.3 and Section 7.2.4 to modify how triplex and quadraplex dwellings may be developed.
This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.

Points to Consider:
The following sections of the UDO are proposed to be amended:
Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.

Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as “unrestricted” in the PB District.

Section 7.2.4, Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

Funding and Liability Factors:
N/A

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

Recommendation:
At its meeting of December 15, 2020, the Planning Commission voted unanimously to recommend approval of the proposed text amendment. No one from the public spoke in support or opposition.

Staff recommends approval of the proposed text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1709	3/1/2021	Ordinance
Exhibit 1 to Ordinance 2021-1709	3/1/2021	Exhibit
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Application	12/2/2020	Exhibit
Ex 2: Proposed Text Amendment	12/4/2020	Exhibit
Public Hearing Notice for Ordinance 2021-1709 (Planning Department Case Number: UDO-TA-020-2648)	3/15/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1709

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 5.2.3., DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX); SECTION 7.2.3., PERMITTED PARKING LOCATIONS; AND SECTION 7.2.4., OFF-STREET PARKING AND LOADING REQUIREMENTS, TO MODIFY HOW THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) DWELLINGS MAY BE DEVELOPED.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Bob Dyer, Redwood USA, made application on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson to amend Chapters 5 and 7 of the Unified Development Ordinance (UDO) concerning how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.
(b) This text amendment is proposed along with a companion Zoning Map Amendment (RZ-020-000) that proposes to rezone a certain 37.45-acre portion of real property owned by the said Patterson's from LDR to PB, and a Development Agreement (DA-020-0000) that would set forth the parameters of the future development of that same land as a 155-unit, single story, triplex/quadraplex apartment project.
(c) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
(d) The proposed amendment will provide for this common use type to be allowed the Rural Neighborhood (RN) District in Lancaster County.
(e) Lancaster County Planning Commission considered the proposed text amendment at its meeting on December 15, 2020, and by a unanimous vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-11442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 5.2.3., Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3., Permitted Parking Locations; and Section 7.2.4., Off-Street Parking and Loading Requirements, are amended as set forth in "Exhibit 1" attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

a) Section 5.2.3., Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.

b) Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as "unrestricted" in the PD District.

c) Section 7.2.4., Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

Three/Four Family Dwelling Text Amendment

5.2.3 DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) [PB]

~~**A. Building Location**: three family and four family dwellings shall be limited to two per block face unless dwellings are single story in which case they shall be limited to up to six per block face.~~

~~**B**~~**A. Lot Standards**:

~~**1.** May only be located on pre-existing lots in existence as of the date of this ordinance (February 24, 2020).~~

~~**2.**~~ May not exceed a development size of five acres unless accompanied by a Development Agreement.

~~**C**~~**B. Exterior Appearance**:

1. Three family dwellings shall be designed such that a maximum of three main entrances are on the fronting façade. Additional building entrances may be provided on the side and rear of the building.

2. Four family dwellings ~~shall~~ may be designed such that ~~a~~ all ~~maximum of four three~~ main entrances ~~are~~ may be on the fronting façade unless the building is two stories or greater. Buildings two stories or greater shall be designed such that a maximum of three main entrances are on the fronting facade. Additional building entrances may be provided on the side and rear of the building.

3. Dwelling units on corner lots ~~must~~ may be designed such that a building entrance is on each façade fronting a street.

~~**D**~~**C. Buffer**: Type A buffer shall be installed as required in Section 7.1.5, Buffers and Screening of this Ordinance.

~~**E**~~**D. Density**: Developments encompassing 5 acres or less shall be limited to a density of eight dwelling units per acre, and developments encompassing more than 5 acres shall be limited to a density of five dwelling units per acre.

****

7.2.3 PERMITTED PARKING LOCATIONS

The following table details the permitted parking locations for each district according to the building types detailed in Chapter 3 of this ordinance. Additional locational requirements may apply to parking areas for specific uses. Such requirements are outlined in Chapter 5, Use Regulations.

		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs	
Rural	AR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	**Permitted Parking Configurations** (Also see diagrams on next page) **Location A** – *Parking permitted in 3rd Layer only* **Location B** – *Parking permitted in 2nd and 3rd Layers only* **Location C** – *Parking permitted in 2nd and 3rd Layers. Parking in 1st Layer restricted to one drive aisle with two bays.* **U** - *Unrestricted*
	RR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RN	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RUB	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	MH	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
Transitional	LDR	U	U	n/a	-	-	-	-	-	-	
	MDR	U	U	n/a	-	-	-	-	-	-	
	HDR	C	U	n/a	-	-	-	-	-	-	
	PB	U	-	U	A	A	A	-	-	-	
	NB	U	-	n/a	B	B	C	-	-	-	
	GB	U	-	n/a	B	B	U	U	-	-	
	RB	U	-	n/a	B	B	U	U	-	-	
Special	INS	B	U	n/a	B	B	B	B	-	-	
	OSP	-	-	n/a	-	-	-	-	-	-	
	LI	U	-	n/a	-	-	U	U	U	U	
	HI	U	-	n/a	-	-	U	U	U	U	
	M	U	-	n/a	-	-	U	U	U	U	
Neighborhood	UR	C	U	n/a	B	B	-	B	-	-	
	RMX	B	U	n/a	B	B	C	B	-	-	
	MX	B	-	n/a	B	B	B	B	-	-	
	IMX	B	-	n/a	B	B	B	B	B	-	

****

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

****

B. MAXIMUM PARKING

The minimum parking requirements above have intentionally been set well below general market expectations as a means to mitigate the negative aspects of paved surfaces on the environment such as excessive water runoff, water pollution, and urban heat island effect. To this end, there shall also be a maximum parking standard set as follows:

1. Maximum Parking Standard:

a. Twice the minimum number of spaces established for a use as outlined in Section 7.2.4A above,

b. If there are no minimum parking requirements for the use given in Section 7.2.4A above, the maximum parking standard shall be 35 percent of the site area.

2. Exceptions

a. **Residential Development**: Dwelling-Single Family, Dwelling-Two Family, Dwelling-Three Family, and Dwelling-Four Family uses are exempt from the maximum parking standard.

b. **All Other Development**: In multifamily, commercial and mixed-use development, parking areas may be provided which exceed the maximum standard given above if stormwater control structures are installed, in accordance with Chapter 8, such that nitrogen runoff from any parking area above the maximum standard is reduced by at least 30 percent.

****

PROPOSAL:	Amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.
APPLICABLE CHAPTER(S):	Chapters 5 and 7
APPLICANT:	Bob Dyer, Redwood USA, on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson

PROJECT SUMMARY & PROPOSAL:
Bob Dyer, Redwood USA, has submitted a request on behalf of Amanda J. Patterson, Karen Lynn Patterson, and Susan P. Patterson to amend Chapters 5 and 7 of the Unified Development Ordinance (UDO) concerning how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed.

This text amendment is proposed along with a companion Zoning Map Amendment (RZ-020-0000) that proposes to rezone a certain 37.45-acre portion of real property owned by the said Patterson's from LDR to PB, and a Development Agreement (DA-020-0000) that would set forth the parameters of the future development of that same land as a 155-unit, single-story, triplex/quadraplex apartment project.

OUTLINE OF TEXT AMENDMENT:
The proposed text amendment would modify the development standards specific to Three Family (Triplex) and Four Family (Quadraplex) Dwellings use, as well as the Permitted Parking Locations, and the exceptions to maximum parking requirements.

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

> *Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex): Amend to modify the Lot Standards, Exterior Appearance and Density development standards specific to the use.*
>
> *Section 7.2.3, Permitted Parking Locations: Amend to add 3 and 4 Family as "unrestricted" in the PB District.*

Section 7.2.4, Off-Street Parking and Loading Requirements: Amend to add Dwelling-Three Family and Dwelling-Four Family as an excepted use from the maximum parking requirement.

For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed text amendment may be found in Attachment 1.

FINDINGS AND CONCLUSIONS:
Staff has reviewed the proposed text amendment and finds that it is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

The proposed text amendment will provide greater flexibility not only to this applicant as part of the associated development, but other future developments as well, in the development of properties with triplexes or quadraplexes within the PB District, while not diminishing the effectiveness of the existing ordinance.

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

ATTACHMENTS:
1. Application

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

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 5.2.3 (A - D); 7.2.3; 7.2.4 (B) 1-2

Current Text See text amendment document provided in submittal package explaining text amendment changes

Proposed Text See text amendment document provided in submittal package explaining text amendment changes

Description of Need for Proposed Text

Proposing Multi-family use for single story apartment dwellings at a density of >4 DUA.

☒ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Bob Dyer with Redwood USA

Address 7007 East Pleasant Valley Road

City Independence State OH Zip 44131 Phone 330.819.3977

Fax _____ Email bdyer@byredwood.com

APPLICATION CERTIFICATIONS

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

Bob Dyer _____ 11/4/2020

Applicant Date

_____ _____

Property Owner(s) Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

   - The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
   - Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
   - An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
   - Text Amendment Application Fee - $325.00

2. **Planning Commission**

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

3. **County Council**

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

AFFIDAVIT OF
PROPERTY OWNERS

The undersigned, having been duly cautioned and sworn, hereby state:

1. The undersigned (collectively, the "Owners") are all of the owners of that certain property located northeast of Harrisburg Road and northwest of Barberville Road in the City of Lancaster and State of South Carolina, known as Permanent Parcel Numbers 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14, collectively consisting of approximately 52.6 acres (collectively, the "Property").

2. The Owners hereby confirm that Redwood has the consent of the Owners to act as the Owner's agent and enter into, and submit to the respective governmental office(s), such documentation as necessary in order to obtain the necessary approvals for Redwood's intended development of the Property.

FURTHER AFFIANTS SAYETH NAUGHT.

AMANDA JAYNE PATTERSON, TRUSTEE OF THE WILLIAM S. PATTERSON REVOCABLE LIVING TRUST DATED NOVEMBER 2, 2010

AMANDA J. PATTERSON

KAREN LYNN PATTERSON

SUSAN P. PATTERSON

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Amanda J. Patterson, both individually and as Trustee of the William S. Patterson Revocable Living Trust dated November 2, 2010, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Karen Lynn Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Susan S. Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

Three/Four Family Dwelling Text Amendment

5.2.3 DWELLING – THREE FAMILY (TRIPLEX) AND FOUR FAMILY (QUADRAPLEX) [PB]

~~A. **Building Location**: three family and four family dwellings shall be limited to two per block face unless dwellings are single story in which case they shall be limited to up to six per block face.~~

~~B~~A. **Lot Standards**:

~~1.~~ ~~May only be located on pre-existing lots in existence as of the date of this ordinance (February 24, 2020).~~

~~2.~~ May not exceed a development size of five acres unless accompanied by a Development Agreement.

~~C~~B. **Exterior Appearance**:

1. Three family dwellings shall be designed such that a maximum of three main entrances are on the fronting façade. Additional building entrances may be provided on the side and rear of the building.

2. Four family dwellings ~~shall~~ may be designed such that ~~a~~ all ~~maximum of four three~~ main entrances ~~are~~ may be on the fronting façade unless the building is two stories or greater. Buildings two stories or greater shall be designed such that a maximum of three main entrances are on the fronting facade. Additional building entrances may be provided on the side and rear of the building.

3. Dwelling units on corner lots ~~must~~ may be designed such that a building entrance is on each façade fronting a street.

~~D~~C. **Buffer**: Type A buffer shall be installed as required in Section 7.1.5, Buffers and Screening of this Ordinance.

~~E~~D. **Density**: Developments encompassing 5 acres or less shall be limited to a density of eight dwelling units per acre, and developments encompassing more than 5 acres shall be limited to a density of five dwelling units per acre.

****

7.2.3 PERMITTED PARKING LOCATIONS

The following table details the permitted parking locations for each district according to the building types detailed in Chapter 3 of this ordinance. Additional locational requirements may apply to parking areas for specific uses. Such requirements are outlined in Chapter 5, Use Regulations.

		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs	
Rural	AR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	**Permitted Parking Configurations** (Also see diagrams on next page) **Location A** – *Parking permitted in 3rd Layer only* **Location B** – *Parking permitted in 2nd and 3rd Layers only* **Location C** – *Parking permitted in 2nd and 3rd Layers. Parking in 1st Layer restricted to one drive aisle with two bays.* **U** - *Unrestricted*
	RR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RN	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	RUB	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U	
	MH	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U	
Transitional	LDR	U	U	n/a	-	-	-	-	-	-	
	MDR	U	U	n/a	-	-	-	-	-	-	
	HDR	C	U	n/a	-	-	-	-	-	-	
	PB	U	-	U	A	A	A	-	-	-	
	NB	U	-	n/a	B	B	C	-	-	-	
	GB	U	-	n/a	B	B	U	U	-	-	
	RB	U	-	n/a	B	B	U	U	-	-	
Special	INS	B	U	n/a	B	B	B	B	-	-	
	OSP	-	-	n/a	-	-	-	-	-	-	
	LI	U	-	n/a	-	-	U	U	U	U	
	HI	U	-	n/a	-	-	U	U	U	U	
	M	U	-	n/a	-	-	U	U	U	U	
Neighborhood	UR	C	U	n/a	B	B	-	B	-	-	
	RMX	B	U	n/a	B	B	C	B	-	-	
	MX	B	-	n/a	B	B	B	B	-	-	
	IMX	B	-	n/a	B	B	B	B	B	-	

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7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

****

B. MAXIMUM PARKING

The minimum parking requirements above have intentionally been set well below general market expectations as a means to mitigate the negative aspects of paved surfaces on the environment such as excessive water runoff, water pollution, and urban heat island effect. To this end, there shall also be a maximum parking standard set as follows:

1. Maximum Parking Standard:

a. Twice the minimum number of spaces established for a use as outlined in Section 7.2.4A above,

b. If there are no minimum parking requirements for the use given in Section 7.2.4A above, the maximum parking standard shall be 35 percent of the site area.

2. Exceptions

a. **Residential Development**: Dwelling-Single Family, Dwelling-Two Family, Dwelling-Three Family, and Dwelling-Four Family uses are exempt from the maximum parking standard.

b. **All Other Development**: In multifamily, commercial and mixed-use development, parking areas may be provided which exceed the maximum standard given above if stormwater control structures are installed, in accordance with Chapter 8, such that nitrogen runoff from any parking area above the maximum standard is reduced by at least 30 percent.

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CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Council will conduct a public hearing on Monday, March 22, 2021. The hearing will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-020-2648: Application by Redwood USA, LLC, to amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed. This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.
2. RZ-020-2650: Application by Redwood USA, LLC, to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
3. DA-020-2650: Application by Redwood USA, LLC, to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14). This application is associated with the companion Zoning Map Amendment RZ-020-2650 and Text Amendment UDO-TA-020-2648.
4. UDO-TA-020-2578: Application by Michael D. Wright, Savage, Royall & Sheheen, LLP, to amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.

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

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

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Notice was published in CAROLINA
3, 2021

[signature]
otary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1710 / Planning Case Number: RZ-020-2650
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Request to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road from Low Density Residential (LDR) District to Professional Business (PB) District.
The intent of the rezoning is to facilitate the development of the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.
This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.

Points to Consider:
The subject properties are surrounded by other properties zoned LDR District with a single parcel zoned NB District. The proposed PB District is generally intended to be located next to neighborhoods so as to provide access to office and professional services to those neighborhoods. While this would not be the case with regard to this specific development proposal, the actual use of the land as 155-unit, single-story, triplex and quadraplex rental community would be compatible with the surrounding area.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the rezoning request.

Recommendation:
At its meeting of December 15, 2020, the Planning Commission voted 6-1 (Sansbury against) to recommend approval of the request. Two citizens spoke in opposition to the request indicating concerns as to buffers and impact on home values.

Staff recommends approval of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1710	3/1/2021	Ordinance
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Application	12/2/2020	Exhibit
Ex 2: Location Map / Zoning Map	12/2/2020	Exhibit
Ex 3: Concept Plan	12/2/2020	Exhibit
Ex 4: Community Meeting Notes	12/2/2020	Exhibit
Public Hearing Notice for Ordinance 2021-1710 (Planning Department Case Number: RZ-020-2650)	3/15/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1710

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 37.45 ACRES OF PROPERTY (TMS # 0003-00-040.01, 0003-00-040.07 AND 0003-00-040.14), LOCATED ON THE EAST SIDE OF HARRISBURG ROAD, APPROXIMATELY 500 FEET WEST OF BARBERVILLE ROAD, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO PB, PROFESSIONAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Redwood USA, LLC, applied to rezone 37.45 acres, more or less, located on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, Lancaster, South Carolina (TMS Nos. 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from LDR, Low Density Residential District, to PB, Professional Business District.

(b) On December 15, 2020, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-1 vote recommended approval of the rezoning request.

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

The requested Professional Business District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to PB, Professional Business District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map Nos. 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14 (37.45 acres, more or less)

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 supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
PROPERTY LOCATION:	East side of Harrisburg Road, approximately 500' west of Barberville Road
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Professional Business (PB) District
APPLICANT:	Redwood USA, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Site Information / Proposal

The applicant has requested to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, from Low Density Residential (LDR) District to Professional Business (PB) District. Currently, the land is predominantly used for agricultural purposes; however there are two single-family detached dwellings on the properties.

The intent is to develop the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.

Although not required by the Unified Development Ordinance (UDO), the applicant has proposed a Development Agreement between themselves (Redwood USA, LLC) and Lancaster County in order to assist in the facilitation of the rezoning. This companion Development Agreement (DA-020-2650) has been submitted for consideration and is on this same agenda of the Planning Commission.

It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 associated with this rezoning application will be subdivided from the parcel and is not proposed to be rezoned.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family
South	Lancaster County	LDR / NB	Single-Family / Landscape Contractor
East	Lancaster County	LDR	Vacant
West	Lancaster County	LDR	Single-Family

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject properties are currently zoned LDR District. Pursuant to UDO Chapter 2.3, the LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

The proposed PB District is *generally located adjacent to neighborhoods and provides opportunities for the provision of office and professional services that do not adversely impact the surrounding communities.*

Compatibility with Surrounding Area

The subject properties are surrounded by other properties zoned LDR District with a single parcel zoned NB District. The proposed PB District is generally intended to be located next to neighborhood so as to provide access to office and professional services to those neighborhoods. While this would not be the case with regard to this specific development proposal, the actual use of the land as 155-unit, single-story, triplex and quadraplex rental community would be compatible with the surrounding area. Staff finds that the proposed rezoning of the property to PB District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

Should the development proposal not come to pass, however, and the Development Agreement that is a companion to this rezoning expire, then there does exist a concern that due to the size of the property (37.45 acres) the scale of office and professional services development that could occur on the property would be incompatible with the surrounding area. Accordingly, staff would recommend that any ordinance rezoning the subject properties to PB District, as well as the companion Development Agreement, include within it language that would declare the rezoning to be null and void and restore the current LDR District zoning designation to the properties should the project associated with the Development Agreement not be built and the Development Agreement expire.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

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

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

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

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

INFRASTRUCTURE CONSIDERATIONS

Traffic Impact Analysis (TIA)

Pursuant to UDO Section 9.2.18.C.24, a TIA is required to be submitted as part of the Development Agreement associated with this rezoning request. A TIA was prepared and submitted in conjunction with these applications. The TIA will be reviewed by staff, in coordination with the County traffic engineering consultant prior to approval by County Council.

Transportation

The subject properties are generally located 500 feet northwest of the intersection of Harrisburg Road and Barberville Road. Both Harrisburg Road and Barberville Road are maintained by the South Carolina Department of Transportation (SCDOT). The Average Annual Daily Traffic (AADT) volumes on Harrisburg and Barberville Roads are shown below:

AVERAGE ANNUAL DAILY TRAFFIC (AADT)				
Right-of-Way	**2016**	**2017**	**2018**	**2019**
Harrisburg Road	6,500	7,000	7,100	7,600
Barberville Road	6,300	7,400	7,500	6,300

Source: SCDOT

Public Utilities

Lancaster County Water and Sewer District (LCWSD) has indicated that they have no issue with the proposed rezoning; however they have indicated that the developer will need to connect to the sewer infrastructure that will be installed for the Patterson Preserve development, across Harrisburg Road (once installed), or install sewer to the Sugar Creek offsite sewer line, in the event the Patterson Preserve development does not occur in a timely manner for this development. Additionally, water service is available to the subject properties.

Public Schools

The subject properties are in the attendance zones of Indian Land Elementary, Indian Land Middle and Indian Land High Schools. Capacity should be improved with the opening of the Indian Land Intermediate and High Schools within the next year.

COMMUNITY MEETING

A virtual community meeting was held online by the applicant on November 17, 2002 (*see attached Community Meeting notes*). While only two members of the public attended the meeting, neither had any comments.

PHOTOS OF PROJECT AREA:



Looking northeast from Harrisburg Road toward subject property



Looking northeast from Harrisburg Road toward subject property



Looking north from Harrisburg Road toward subject property



Looking southwest across Harrisburg Road from subject property

STAFF RECOMMENDATION:

Staff recommends approval of the request to rezone approximately 14.6 acres of land along Harrisburg Road (TM# 0002-00-008.00) from Low Density Residential (LDR) District to Medium Density Residential (MDR) District pursuant to the following findings of fact:

1. That the Zoning Map Amendment consists of 37.45 acres of land located on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, and consists of parcels 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14;
2. That the Zoning Map Amendment would rezone properties currently zoned LDR District to PB District;
3. That the Future Land Use Category for the 37.45 acres of land is Neighborhood Mixed Use, and the Community Type is Walkable Neighborhood; and
4. That the proposed PB District, as intended to be developed per the companion Development Agreement (DA-020-2650), will result in a project that is generally consistent with the surrounding area which is comprised of LDR, MDR and NB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept Plan
4. Community Meeting Notes

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 10956 Harrisburg Road

City Indian Land State SC Zip 29707 Tax Parcel ID 003-00-040.07, 003-00-040.01, 003-00-040.14

Current Zoning LDR Current Use Single Family/Vacant

Proposed Zoning PB (multi family attached) Total Acres 37.45

Project Description Single story low density attached apartment neighborhood. Each dwelling will contain 2 bedrooms and a private two car attached garage.with direct entry. Each building will be limited to no more than 4 dwellings. All dwellings will benefit from zero clearance thresholds, vaulted ceilings and outdoor patios or decks.

Surrounding Property Description Properties to the are north, east and west are zoned LDR and contain single family and property to be retained by landowner to the south is vacant.

CONTACT INFORMATION

Applicant Name Bob Dyer

Address 7007 East Pleasant Valley Road

City Independence State OH Zip 44236 Phone 330 819 3977

Fax _____ Email bdyer@byredwood.com

Property Owner Name Amanda Jayne Patterson, Trustee, Karen Lynn Patterson, Susan P Patterson

Address 940 Thorn Ridge Lane

City Lake Wylie State SC Zip 29710 Phone 704 200 8167

Fax _____ Email mpatterson@paraclerealty.com

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

Bob Dyer _____ 10/29/20

Applicant Date

_____ _____

Property Owner(s) Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $325.00
- Rezoning Application Fee – multi parcel $500.00

2. **Planning Commission**

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

3. **County Council**

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

AFFIDAVIT OF
PROPERTY OWNERS

The undersigned, having been duly cautioned and sworn, hereby state:

1. The undersigned (collectively, the "Owners") are all of the owners of that certain property located northeast of Harrisburg Road and northwest of Barberville Road in the City of Lancaster and State of South Carolina, known as Permanent Parcel Numbers 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14, collectively consisting of approximately 52.6 acres (collectively, the "Property").

2. The Owners hereby confirm that Redwood has the consent of the Owners to act as the Owner's agent and enter into, and submit to the respective governmental office(s), such documentation as necessary in order to obtain the necessary approvals for Redwood's intended development of the Property.

FURTHER AFFIANTS SAYETH NAUGHT.

AMANDA JAYNE PATTERSON, TRUSTEE OF THE WILLIAM S. PATTERSON REVOCABLE LIVING TRUST DATED NOVEMBER 2, 2010

AMANDA J. PATTERSON

KAREN LYNN PATTERSON

SUSAN P. PATTERSON

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Amanda J. Patterson, both individually and as Trustee of the William S. Patterson Revocable Living Trust dated November 2, 2010, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Karen Lynn Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

STATE OF NC
COUNTY OF Mecklenburg SS:

This is a jurat. An oath or affirmation was administered to the signer with regard to the notorial act.

SWORN to and subscribed before me, a Notary Public, by the aforesaid Susan S. Patterson, this 30 day of October, 2020.

Sudesh Kashyap
Notary Public
Mecklenburg County, NC
Comm. Exp. Oct. 04, 2024

Notary Public
My commission expires: 10/04/2024

Location Map

Case Numbers: RZ-020-2650 and DA-020-2650

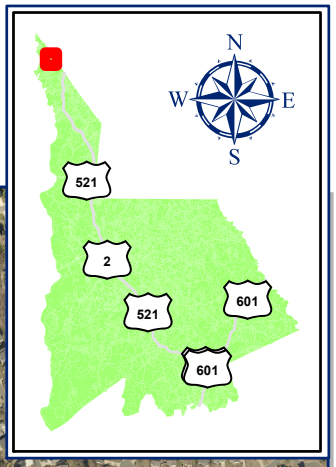
Proposal: Rezone approximately 37.45 acres of land from Low Density Residential (LDR) to Professional Business (PB)

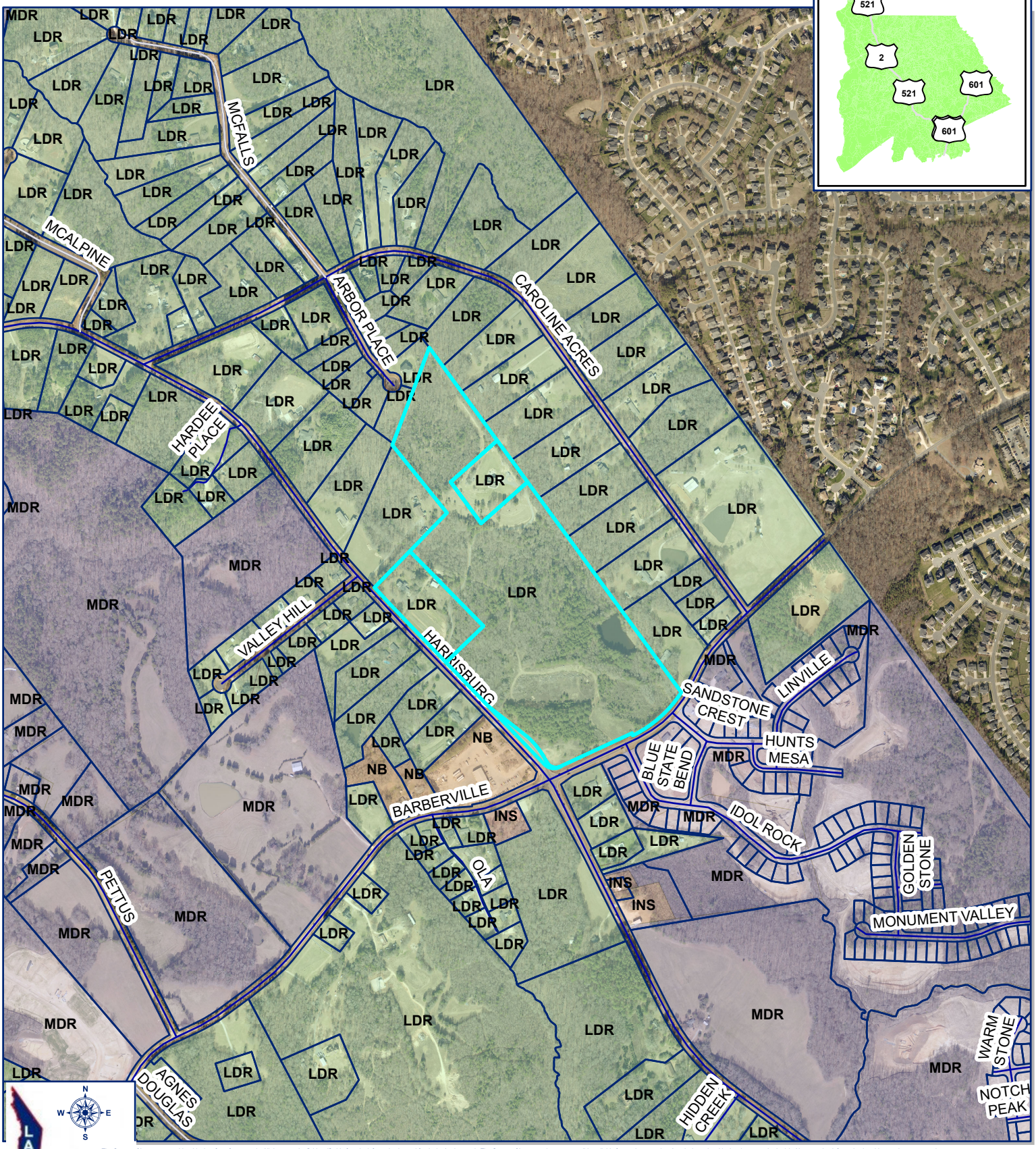
Tax Map #'s: 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14)

Applicant: Redwood USA, LLC

Map Date: November 24, 2020

Map Created by: RT





The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.0425 0.085 0.17 0.255 0.34 Miles

0 275 550 1,100 1,650 2,200 Feet

Lancaster County South Carolina

MATCHLINE - SHEET RZ1.1 - RZ1.2

PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY. REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.

PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)

DELINEATED WETLAND SAC-2020-00384

DELINEATED PERENNIAL STREAM SAC-2020-00384

30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.6.3.A

PARCEL ID: 003-00-016.01
ZONING: LDR

20' CLASS A BUFFER / 10' BUILDING SETBACK

FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)

PRIVATE LOCAL STREET A

PRIVATE LOCAL STREET B

PRIVATE LOCAL STREET C

BUILDING A 4 UNITS
BUILDING B 4 UNITS
BUILDING C 4 UNITS
BUILDING D 4 UNITS
BUILDING E 4 UNITS
BUILDING F 4 UNITS
BUILDING G 4 UNITS
BUILDING H 4 UNITS
BUILDING J 4 UNITS
BUILDING K 4 UNITS
BUILDING L 4 UNITS
BUILDING M 4 UNITS
BUILDING N 4 UNITS
BUILDING P 4 UNITS
BUILDING Q 3 UNITS
BUILDING R 4 UNITS
BUILDING S 3 UNITS
BUILDING T 3 UNITS
BUILDING U 4 UNITS
BUILDING V 4 UNITS
BUILDING W 4 UNITS
BUILDING X 4 UNITS
BUILDING Y 3 UNITS
BUILDING Z 4 UNITS
BUILDING AA 4 UNITS
BUILDING BB 4 UNITS

10.5'X20' PARTIALLY ENCLOSED MAILBOX KIOSK

ATTACHED LEASING OFFICE AND MAINTENANCE BUILDING

23.5' TYP

B' B

20' CLASS A BUFFER / 10' BUILDING SETBACK

PROP. GRASS PAVER EMERGENCY ACCESS PATH (WIDTH TO BE PER IFC AND COUNTY STANDARD)

FINAL PROPOSED IMPROVEMENTS TO HARRISBURG ROAD TO BE REVIEWED AND APPROVED BY SCDOT

HARRISBURG ROAD (S-64)
VARIABLE WIDTH ROW
40MPH POSTED SPEED



SITE LOCATION MAP
NOT TO SCALE

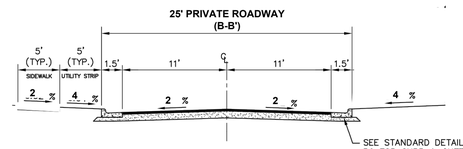
PROPOSED PROPERTY SUBDIVISION LINE

±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)

20' CLASS A BUFFER / 10' BUILDING SETBACK

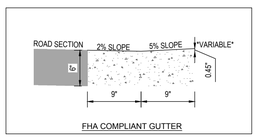
5' PUBLIC SIDEWALK ALONG PROPERTY FRONTAGE (LOCATION TO BE DETERMINED)

SCDOT ROW PER PROJ. # 29.038666

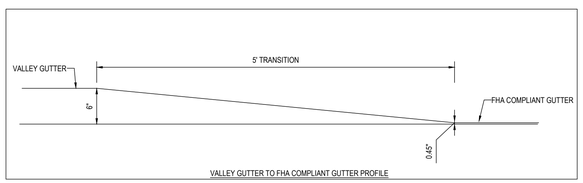


PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

25' ROADWAY SECTION
SECTION VIEW



FHA COMPLIANT GUTTER



VALLEY GUTTER TO FHA COMPLIANT GUTTER PROFILE

NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.
3. WHEN THE SIDEWALK ABUTS CURB, THE SIDEWALK SHALL BE 6' WIDTH MIN.

LANCASTER COUNTY SOUTH CAROLINA
EFFECTIVE: XX/XX/XX

LOCAL STREET (URBAN) **(MODIFIED)**

DETAIL No. R1 SHEET 1 OF 1

DEVELOPMENT DATA TABLE:	
PARCEL INFORMATION	
ADDRESS	10956 HARRISBURG RD
TAX PARCEL ID	003-00-040.07 003-00-040.01 003-00-040.14
CURRENT ZONING/USE	LDR (LOW DENSITY RESIDENTIAL)
PROPOSED ZONING/USE	PB (PROFESSIONAL BUSINESS) / MULTI-FAMILY RESIDENTIAL APARTMENTS
SITE DATA	
TOTAL DEVELOPMENT AREA TO BE REZONED:	37.45 AC
TOTAL OVERALL PROPERTY AREA	51.95 AC
RESIDENTIAL DWELLINGS	155
PROPOSED/MAXIMUM DENSITY	155 UNITS/37.45 ACRES = ±4.14 DU/AC
BUILDING SEPARATION	PROVIDED - 20'
MAXIMUM BUILDING HEIGHT	ALLOWED - 35', PROVIDED - 20' (1-STORY)
MINIMUM PERVIOUS AREA	REQUIRED = 24% (9 AC) PROVIDED = 24% (9 AC)
PARKING DATA	
AUTO PARKING REQUIRED 240 MINIMUM (1.5 SPACES PER UNIT) NO MAXIMUM	
AUTO PARKING PROVIDED	
GARAGE	310
DRIVEWAY	310
GUEST	33
SETBACKS & BUFFERS	
PERIMETER BUILDING SETBACKS	FRONT SETBACK: 10' SIDE SETBACK: 10' REAR SETBACK: 10'
PERIMETER BUFFERS/YARDS	BUFFER: CLASS A - 20' BETWEEN ADJACENT PARCELS ZONED LDR

PURPOSE: THE REZONING OF (3) PARCELS TOTALLING 37.45 ACRES FOR THE PURPOSES OF MULTI-FAMILYHOUSING.

WORK TO INCLUDE 155 SINGLE-STORY MULTI-FAMILY APARTMENT DWELLINGS.

NOTES:

SITE PLAN IS SCHEMATIC IN NATURE, SOME VARIATIONS TO PLAN MAY OCCUR IN FINAL DESIGN BUT SHALL MEET THE OVERALL INTENT OF THIS PLAN AND SHALL COMPLY WITH THE APPLICABLE ORDINANCE REQUIREMENTS.

NOTES:

1. THIS PROJECT WILL UTILIZE ROLL OUT CARTS FOR TRASH PICK UP. TRASH SERVICE WILL BE SETUP THRU REDWOOD DEVELOPMENT.
2. ENTRANCES AND PARKING AREAS WITHIN THE DEVELOPMENT WILL BE ADEQUATELY LIGHTED TO ENSURE THE SAFETY OF PERSONS AND THE SECURITY OF BUILDINGS.
3. INTERNAL ROAD DESIGN BASED ON LANCASTER COUNTY RESIDENTIAL STREET STANDARDS
4. EXISTING PROPERTIES (PIN #003-00-040.7, 003-00-040.01, 003-00-040.14) TO BE RECOMBINED INTO (1) LOT. A PORTION (±14.5 AC) OF 003-00-040.07 IS TO BE SUBDIVIDED OUT. PORTION IS NOT TO BE CONSIDERED AS PART OF THIS REZONING PETITION.
5. EXISTING WETLANDS AND STREAMS ARE PRESENT ON SITE (USACE VERIFICATION I.D. SAC-2020-00384).
6. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ONSITE, AT THE DEVELOPER'S DISCRETION. TSAs SHALL MEET THE GUIDELINES OF COUNTY UDO SECTION 7.1.2.
7. STREET TREES SHALL BE PROVIDED AT THE DEVELOPER'S DISCRETION, ALONG ALL PRIVATE RESIDENTIAL DRIVEWAY/ALLEYS ONSITE. DEVELOPER SHALL ADHERE TO COUNTY SPECIFICATIONS FOR SPECIES, SPACING AND STREET SEPARATION.
8. BUILDING PERIMETER LANDSCAPING SHALL BE PROVIDED PER COUNTY UDO SEC. 7.1.3 (C).
9. FINAL BUILDING UNIT DIMENSIONS MAY VARY SLIGHTLY FROM WHAT IS SHOWN IN REZONING PLANS.
10. PROPOSED LANDSCAPING SHALL BE MAINTAINED BY REDWOOD DEVELOPMENT.
11. SITE AMENITIES TO INCLUDE WALKING TRAIL ALONG EXISTING STREAM AND FOUNTAINS FOR PROPOSED PONDS.

CONTACTS

OWNER:
PATTERSON, AMANDA JAYNE TRUSTEE
10962 HARRISBURG RD
INDIAN LAND SC 29707

DEVELOPER:
REDWOOD LIVING
ADDRESS: 7510 EAST PLEASANT VALLEY ROAD INDEPENDENCE, OH 44131
EMAIL: BDYER@BYREDWOOD.COM
PHONE: 330.819.3977

PROJECT TEAM:

Redwood APARTMENT NEIGHBORHOODS

7510 EAST PLEASANT VALLEY ROAD INDEPENDENCE, OH 44131
Phone: (330) 819-3977

BOHLER ENGINEERING NC, PLLC

1927 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203
Phone: (980) 272-3400

MANN • PARSONS • GRAY ARCHITECTS

3660 EMBASSY PARKWAY AKRON, OH 44333
Phone: (330) 666-5770

50 25 12.5 0 50
1"= 50'

BOHLER™
BOHLER ENGINEERING NC, PLLC
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL ASSESSMENT
PERMITTING SERVICES
TRANSPORTATION SERVICES

THE DESIGN, IDEAS AND CONCEPTS OF THESE PLANS, PROPOSALS AND DRAWINGS ARE THE PROPERTY OF BOHLER ENGINEERING NC, PLLC AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT THE EXPRESS AUTHORIZATION FROM BOHLER. ONLY APPROVED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS

REV	DATE	COMMENT	DRAWN BY / CHECKED BY

811 Know what's below. Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

FOR CONCEPT PURPOSES ONLY

THIS DRAWING IS INTENDED FOR MUNICIPAL AND/OR AGENCY REVIEW AND APPROVAL. IT IS NOT INTENDED AS A CONSTRUCTION DOCUMENT UNLESS INDICATED OTHERWISE.

PROJECT No.:	NCC192101
DRAWN BY:	TAM
CHECKED BY:	DR
DATE:	05/20/2020
CAD I.D.:	REZONING

PROJECT:

REZONING PLANS

FOR

Redwood APARTMENT NEIGHBORHOODS

REDWOOD INDIAN LAND

10962 HARRISBURG RD.
INDIAN LAND, SC 29707

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1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
Phone: (980) 272-3400
Fax: (980) 272-3401
NC@BohlerEng.com

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33864 MICHAEL A. THEBERGE 10/29/20

SHEET TITLE:

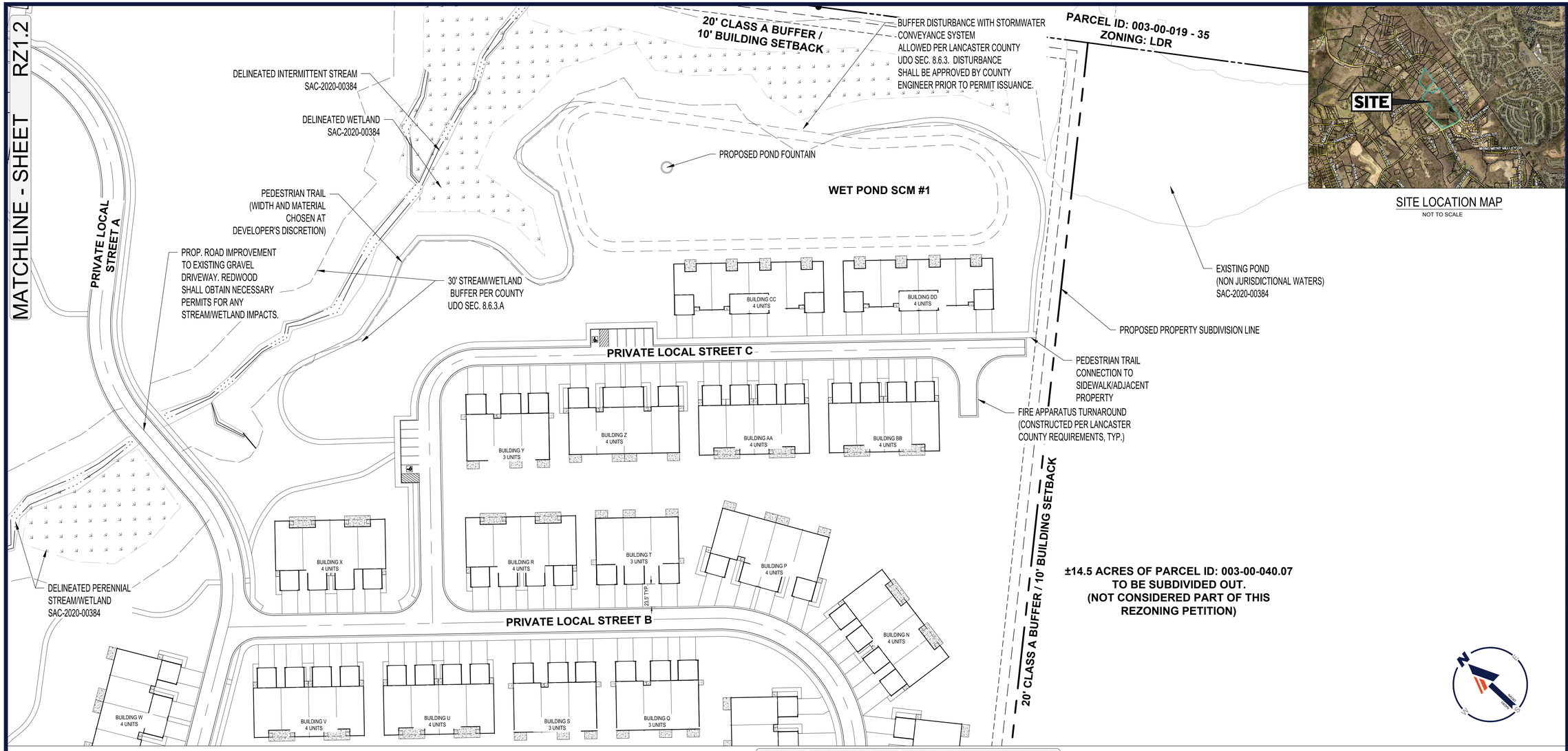
REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:

RZ-1.0

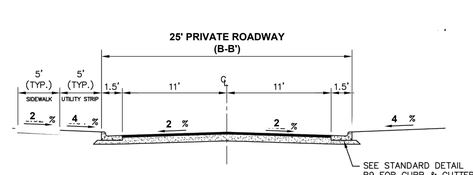
ORG. DATE - 05/20/2020

C:\PROGRAMDATA\BOHLER\CS\2020\TEMP\ACPUBLISH_11688\REDWOOD INDIAN LAND - REZONING PLANS - 201022---3-LAYOUT REZONING PLAN RZ1.0



±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)

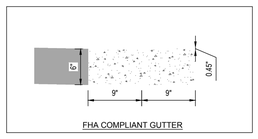
MATCHLINE - SHEET RZ1.0



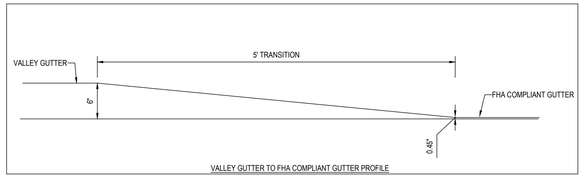
PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

25' ROADWAY SECTION
SECTION VIEW

NOTES:
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3. WHEN THE SIDEWALK ABUTS CURB, THE SIDEWALK SHALL BE 6' WIDTH MIN.



FHA COMPLIANT GUTTER



VALLEY GUTTER TO FHA COMPLIANT GUTTER PROFILE

LOCAL STREET (URBAN) **(MODIFIED)**

DETAIL No. R1 SHEET 1 OF 1

EFFECTIVE: XX/XX/XX

DEVELOPMENT DATA TABLE:	
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TOTAL OVERALL PROPERTY AREA	51.95 AC
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PROPOSED/MAXIMUM DENSITY	155 UNITS/37.45 ACRES = ±4.14 DU/AC
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MAXIMUM BUILDING HEIGHT	ALLOWED - 35', PROVIDED - 20' (1-STORY)
MINIMUM PERVIOUS AREA	REQUIRED = 24% (9 AC) PROVIDED = 24% (9 AC)
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AUTO PARKING REQUIRED 240 MINIMUM (1.5 SPACES PER UNIT) NO MAXIMUM	
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GARAGE	310
DRIVEWAY	310
GUEST	33
SETBACKS & BUFFERS	
PERIMETER BUILDING SETBACKS	FRONT SETBACK: 10' SIDE SETBACK: 10' REAR SETBACK: 10'
PERIMETER BUFFERS/YARDS	BUFFER: CLASS A - 20' BETWEEN ADJACENT PARCELS ZONED LDR

PURPOSE: THE REZONING OF (3) PARCELS TOTALLING 37.45 ACRES FOR THE PURPOSES OF MULTI-FAMILY HOUSING.

WORK TO INCLUDE 155 SINGLE-STORY MULTI-FAMILY APARTMENT DWELLINGS.

NOTES:

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CONTACTS

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DEVELOPER:
REDWOOD LIVING
ADDRESS: 7510 EAST PLEASANT VALLEY ROAD
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EMAIL: BOYER@BYREDWOOD.COM
PHONE: 330.819.3977

PROJECT TEAM:

Redwood APARTMENT NEIGHBORHOODS

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1"= 50'

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PROJECT No.:	NCC192101
DRAWN BY:	TAM
CHECKED BY:	DR
DATE:	05/20/2020
CAD I.D.:	REZONING

PROJECT:

REZONING PLANS

FOR

Redwood APARTMENT NEIGHBORHOODS

REDWOOD INDIAN LAND

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INDIAN LAND, SC 29707

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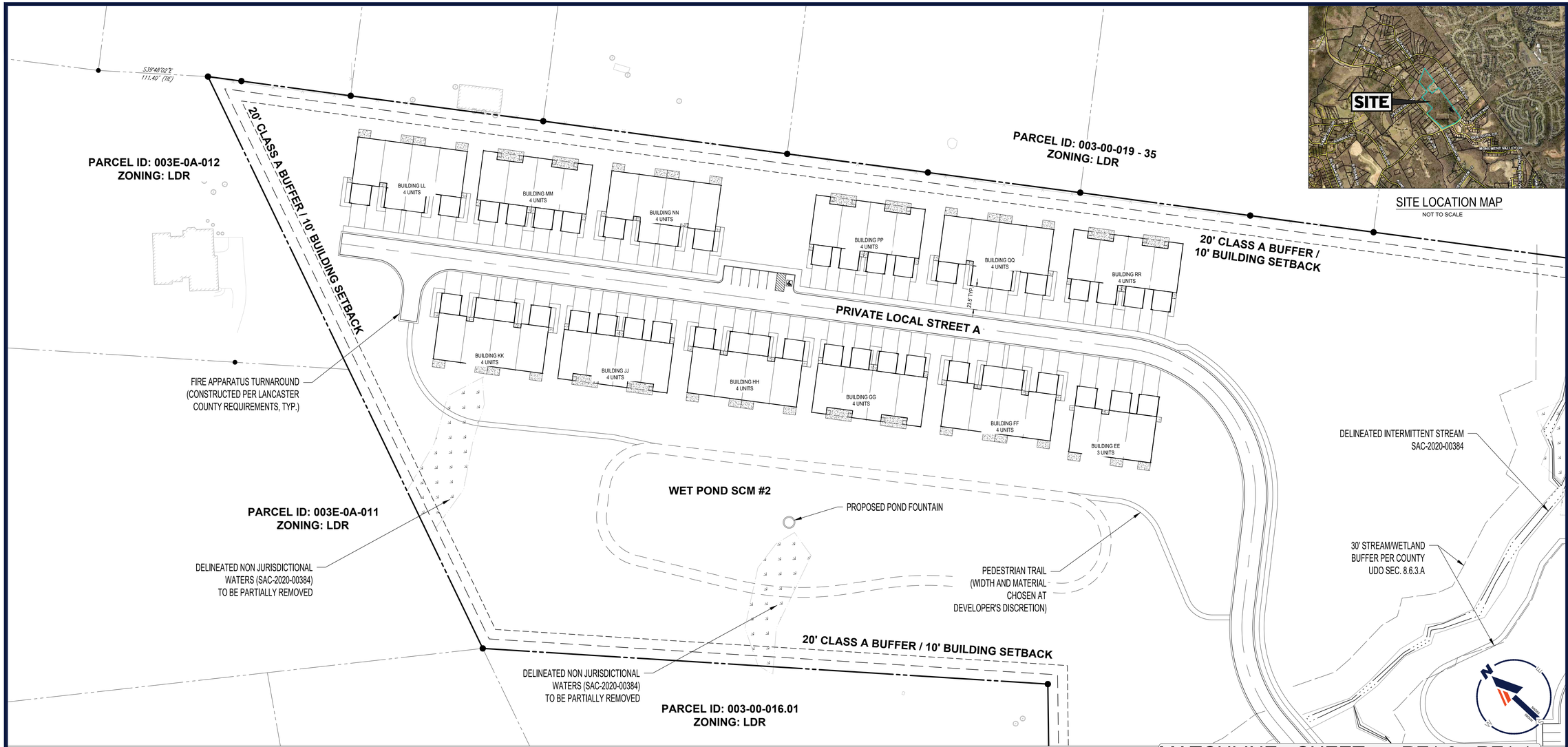
REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:

RZ-1.1

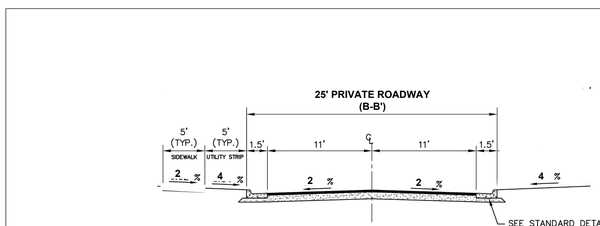
ORG. DATE - 05/20/2020

Oct 29, 2020
C:\PROJ\BOHLER\DATA\BOHLER\CAD\2020\TEMP\ACPUBLISH_116\RREDWOOD INDIAN LAND - REZONING PLANS - 201022---LAYOUT REZONING PLAN RZ1.1



SITE LOCATION MAP
NOT TO SCALE

MATCHLINE - SHEET RZ1.0 - RZ1.1



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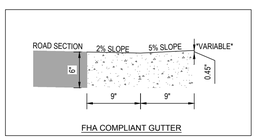
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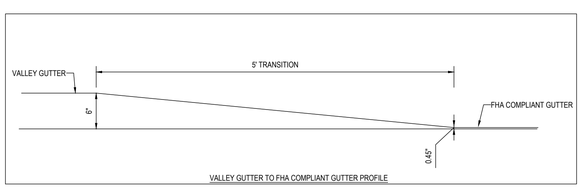
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LOCAL STREET (URBAN) **(MODIFIED)**

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SHEET 1 OF 1



FHA COMPLIANT GUTTER



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PROJECT:
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SOUTH CAROLINA PROFESSIONAL ENGINEER No. 33864 MICHAEL A. THEBERGE 10/29/20

SHEET TITLE:
REZONING: CONCEPTUAL SITE PLAN

SHEET NUMBER:
RZ-1.2

ORG. DATE - 05/20/2020

Oct 29, 2020
C:\PROGRAMDATA\BOHLER\C3D2020\TEMP\ACPUBLISH_11668\REDWOOD INDIAN LAND - REZONING PLANS_201022---LAYOUT REZONING PLAN RZ1.2

Redwood Community Meeting **November 17, 2020**

Participants: Bob Dyer (Redwood USA), Daniel Renckens (Bohler Engineering), Tony Zook (Bolher Engineering), Ronald J. Ledford, Rad Schneider,

Presentation:

1. *Introduction to Redwood (Dyer)*
    a. Where Redwood is developing: Monroe, Lake Wylie, Kannapolis, Concord, Greenville…
    b. Who lives in a Redwood community: not kids
    c. What does Redwood build: single-story, attached garage, 2-bed/2-bath, outdoor patio, private low-speed streets
2. *The Site (Dyer)*
    a. 37.45 acres, vacant/undeveloped
    b. Site analysis – good drainage, stream corridor, existing vegetation to be preserved for buffering
3. *Proposed Site Plan (Dyer)*
    a. Zoning: pb; 155 dwellings (4.14 du/ac); multiple dwelling types, leasing office, generous trail network, trailhead and overlook; significant tree save
4. *Architecture – Exterior (Dyer)*
    a. Photos from Spartanburg, SC
    b. Various renderings
5. *Architecture – Interior (Dyer)*
6. *Peace, Quiet, Comfort*: No hassles of home ownership, older folks find this type of development to be enjoyable. Largest portion of people living in neighborhood come from 3miles away from that community.
7. *End of Presentation*
8. *Comments*: None.
9. *Questions on the site plan in relation to where you live?* None.
10. Dyer offered for folks to call him with questions, to speak with them directly about any concerns they may have.
11. Affirmed that they will be the long term neighbors and that this will not be sold.

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Council will conduct a public hearing on Monday, March 22, 2021. The hearing will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-020-2648: Application by Redwood USA, LLC, to amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed. This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.
2. RZ-020-2650: Application by Redwood USA, LLC, to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
3. DA-020-2650: Application by Redwood USA, LLC, to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14). This application is associated with the companion Zoning Map Amendment RZ-020-2650 and Text Amendment UDO-TA-020-2648.
4. UDO-TA-020-2578: Application by Michael D. Wright, Savage, Royall & Sheheen, LLP, to amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.

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

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

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Notice was published in CAROLINA
3, 2021

[signature]
otary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1711 / Planning Case Number: DA-020-2650
Contact Person / Sponsor: Robert G. Tefft / Planning
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
The applicant has requested to rezone approximately 37.45 acres from Low Density Residential (LDR) District to Professional Business (PB) District. The intent is to develop a 155-unit three-family and four-family apartment project. Development Agreement also corresponds with RZ-2020-2650 for TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14.

Points to Consider:
Although not required by the UDO, the applicant has proposed a Development Agreement between themselves and Lancaster County in order to assist in the facilitation of the rezoning and voluntarily commit to any necessary mitigation.

The Development Agreement (Exhibit 1 to the staff report) has been submitted by the Developer. Please note that the proposed Development Agreement contains no provisions for payment of public safety fees or school fees to offset the expected impact of the development project.

"Proposed Exhibit A to Ordinance 2021-1711 for Adoption at 2nd reading" is an edited Development Agreement attached to the agenda package and represents the addition of public safety fees to the agreement and an inflationary provision for public safety fees. School fees have been left blank on the attached proposed edited Development Agreement.

County Council must consider whether provisions in the Development Agreement that provide for payments from the Developer to address public safety and school impacts are warranted and desired.

Funding and Liability Factors:
N/A other than possible developer payment for public safety and school impacts.

Council Options:
To approve or disapprove the proposed Development Agreement.

Recommendation:
Staff recommended **Approval** of the Development Agreement.

At its meeting of December 15, 2020, the Planning Commission voted 6-1 (Sansbury against) to recommended **approval** of the Development Agreement. Noone from the public spoke in favor or opposition to the proposed Development Agreement.

The Development Agreement was presented at the Committee of the Whole (COW) meeting of February 9, 2021. The COW received the information, but had no specific questions regarding the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1711	3/1/2021	Ordinance
Proposed Exhibit A to Ordinance 2021-1711 for Adoption at 2nd reading	3/16/2021	Ordinance

Memo for County Council	2/26/2021	Planning Staff Report
Staff Report	12/2/2020	Planning Staff Report
Ex 1: Proposed Development Agreement	12/4/2020	Exhibit
Ex 3: Traffic Impact Analysis	12/7/2020	Exhibit
Ex 4: Redwood Presentation	12/8/2020	Exhibit
Public Hearing Notice for Ordinance 2021-1711 (Planning Department Case Number: DA-020-2650)	3/15/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1711

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH REDWOOD, USA, LLC, FOR A DEVELOPMENT PROJECT LOCATED ON HARRISBURG ROAD NEAR THE INTERSECTION OF BARBERVILLE ROAD, LANCASTER, SOUTH CAROLINA, ESTABLISHING THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Redwood, USA, LLC, ("Redwood") has applied to rezone a total of approximately 37.45 acres for its development project. The intent is to build 15 Three Family (triplex) and Four Family (quadraplex) dwelling units, a leasing office/maintenance building, and associated amenities.

(b) The Development Agreement has been submitted and requested by Redwood so that it will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the impacts of the development on public services.

(c) Proposed Ordinance 2021-1710 would rezone approximately 37.45 acres from Low Density Residential (LDR) District to the Professional Business (PB) District. Proposed Ordinance 2021-1709 would amend the text of the Unified Development Ordinance ("UDO") to amend how triplex and quadraplex dwellings may be developed and modify parking requirements for same.

(d) The Development Agreement attached hereto and incorporated herein as **Exhibit "A"** is authorized by the South Carolina Local Government Development Agreement Act (the "Act"), S.C. Code Ann. § 6-1-30 *et. seq.* and satisfies the terms and conditions of the Act.

(e) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.

(f) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds and real property for the provision of public facilities and services described and identified in the Development Agreement.

(g) On December 15, 2020, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a 6-1 vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "A**" is approved by the Council of Lancaster County.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: March 8, 2021
Public Hearing: March 22, 2021
Second Reading: March 22, 2021
Third Reading: April 12, 2021

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of *_[DATE OF THIRD READING APPROVAL]*____, 2020 ("Agreement Date"), by and among **REDWOOD USA, LLC**, a _____ ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 37.45 acres, more or less, located in the County and known as Redwood Indian Land development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be rezoned to Professional Business (PB) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means ___*[DATE OF THIRD READING APPROVAL]*____, 2020.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the [_____ Comprehensive Plan adopted _____ and updated on _____].

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

(5) "County Council" means the governing body of the County.

(6) "Developer" means the Redwood USA, LLC, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the

Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2020-1710" means Ordinance No. 2020-1710 of the County, zoning the Property PB, Professional Business District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2020 - 1711 " means Ordinance No. 2020- 1711 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-3.

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

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

Section 1.04. Property. This Agreement applies to 3 parcels of land identified as Tax Map Nos. 003-00-040.07 (portion), 003-00-040.01, and 0003-00-040.14 and is reflected in Exhibits A-1 (legal description) and A-2 (plats) attached hereto and incorporated herein by reference as of the exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property was previously zoned Low Density Residential (LDR) but pursuant to Ordinance No. 2020-1710, the Property has been rezoned to Professional Business District (PB).

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is set forth in Exhibit B.

Section 1.07 Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2020-1711 in accordance with the procedural requirements of the Act, Ordinance No. 663, and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2020- 1711 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal approximately thirty-five and 71/100 acres (35.71).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. **Vested Right to Develop.**

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

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

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2020-1710, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program set forth on Exhibit B to this Agreement, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

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

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

(1) Site Plan approval;
(2) Preliminary plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. Developer will pay Lancaster County _____Dollars ($_____.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01B. Funds for Public Safety. Developer agrees to pay Lancaster County One Thousand Seven Hundred Fifty Six ($1,756.00) Dollars per housing unit which shall be paid when a building permit is issued (the "Public Safety Payment"). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct form other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01C. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering New Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment become effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: [Redwood entity]
c/o Redwood USA LLC
Attn: Bob Dyer
7007 E. Pleasant Valley Road
Independence, OH 44131
Bdyer@byRedwood.com

With a Copy to: Chief Legal Officer
Redwood USA LLC
7007 E. Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

Section 5.02. Amendments.

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

(B) An amendment to this Agreement with the exceptions identified on Exhibit B must be processed and considered in the same manner as set forth in Ordinance No. 663 for a

proposed development agreement. Any amendment to this Agreement other than as set forth on Exhibit B constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

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

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

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

Section 5.04 Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach. (B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity: (*i*) to rebut the finding and determination, or (*ii*) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

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

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

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

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

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

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

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

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation, or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05.

This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement, even if the County Council members change.

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6^{th}) Judicial Circuit of the State of South Carolina.

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

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

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

Section 5.19 When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when the County and Developer have each executed the Agreement. The obligation of Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DEVELOPER:

WITNESSES:

_____

_____

REDWOOD USA, LLC, a _____

By: _____
Name: _____
Title: _____

COUNTY:

WITNESSES:

_____

_____

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

_____

_____

By: _____
Larry Honeycutt, Secretary, County Council

Date: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

I, _____, Notary of the Public of the State of _____, do hereby certify that Redwood USA, LLC, by _____, its _____ personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for _____
Print Name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Lancaster, South Carolina, by Steve Harper, Chair, County Council, and Larry Honeycutt, Secretary, County Council, personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

Exhibit A-1

Legal Description

TRACT ONE

BEGINNING AT AN EXISTING #5 IRON REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF BOBBY AND KATHERINE FURR AS RECORDED IN DEED BOOK A006, PAGE 971 IN THE LANCASTER COUNTY REGISTER DEEDS, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256, SAID REBAR LYING N 35°18’06” W, 126.35' FROM AN EXISTING #5 REBAR, THE SOUTHEEASTERNMOST CORNER OF FURR AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) S 49°08’21” W, 399.89' TO A NEW #4 REBAR SET; THENCE, (2) N 35°23’48” W, 330.01' TO A NEW #4 REBAR SET; THENCE, (3) N 49°07’09” E, 400.04' TO AN EXISTING #5 REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF VAN L. STORIE AS RECORDED IN DEED BOOK 810, PAGE 238, THENCE WITH THE SOUTHWESTERN BOUNDARY OF STORIE S 35°27’11” E, 156.06' TO AN EXISTING #5 REBAR, THE SOUTHWESTERN MOST CORNER OF FURR; THENCE, S 35°18’11” E, 174.11' TO THE **POINT OF BEGINNING**, CONTAING IN 3.018 ACRES.

TRACT TWO

BEGINNING AT AN EXISTING REBAR W/ CAP FOUND ALONG THE NORTHEASTERLY MARGIN OF THE 66’ PUBLIC RIGHT-OF-WAY OF HARRISBURG ROAD (S-29-64), A COMMON CORNER WITH CYRYL JOHN ASH AND ELIZABETH K. ASH AS RECORDED IN DEED BOOK J008, PAGE 80 IN THE LANCASTER COUNTY REGISTER DEEDS AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARY OF ASH; N 46°13’22” E, 328.26' TO AN EXISTING 1” IRON PIPE FOUND, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) S 43°45’18” E, 660.47' TO A REBAR W/ CAP; THENCE, (2) N 46°12’09” E, 327.97' TO AN EXISTING #5 REBAR (BENT) FOUND ALONG THE NORTHEASTERLY MARGIN OF HARRISBURG ROAD; THENCE, ALONG AND WITH HARRISBURG ROAD N 44°18’12” W, 380.62' TO A NEW #4 REBAR SET; THENCE, N 43°04’08” WE, 280.00' TO THE **POINT OF BEGINNING**, CONTAING IN 5.002 ACRES.

Exhibit A-2

Boundary Plats

[Attached]

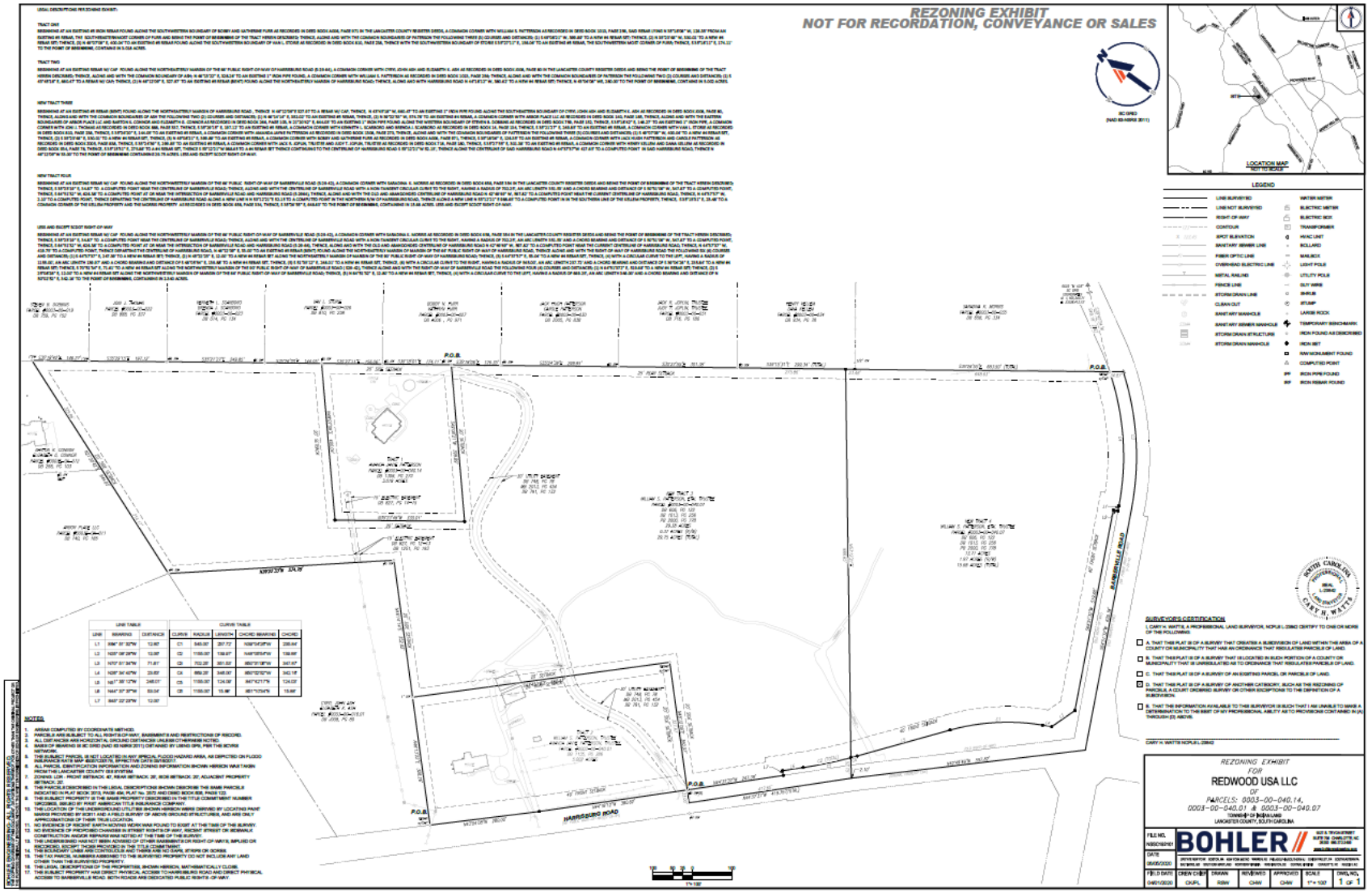

REZONING EXHIBIT
NOT FOR RECORDATION, CONVEYANCE OR SALES
LOCATION MAP
LEGEND
SURVEYOR'S CERTIFICATION
REZONING EXHIBIT
FOR
REDWOOD USA LLC
OF
PARCELS: 0003-00-040.14,
0003-00-040.01 & 0003-00-040.07
TOWNSHIP OF INDIANLAND
LANCASTER COUNTY, SOUTH CAROLINA
BOHLER
HARRISBURG ROAD
BARRINGTON ROAD

Exhibit B
Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Professional Business (PB) zoning districts and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Professional Business (PB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Professional Business (PB) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2020.
      ii. Developer shall construct a left turn lane on Harrisburg Road at the main entrance to the Property and an emergency access path as a secondary point of entry onto the Property from Harrisburg Road, both as shown on Exhibit B-1.
   b. Onsite Improvements:
      i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
      ii. *Traffic Calming:* None required
      iii. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and Harrisburg Road as shown on Exhibit B-1.
      iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property

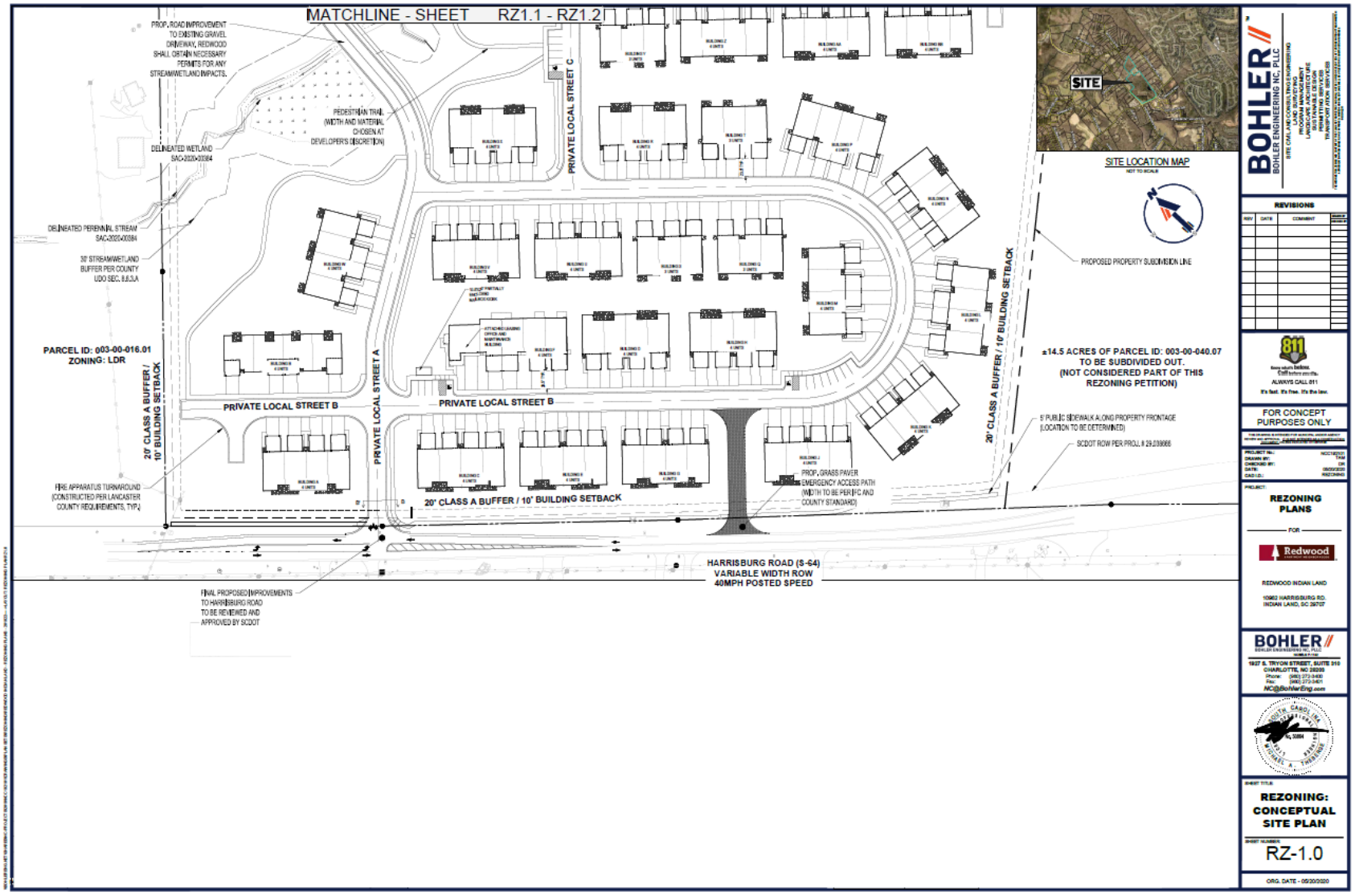
and the adjacent property to the north of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

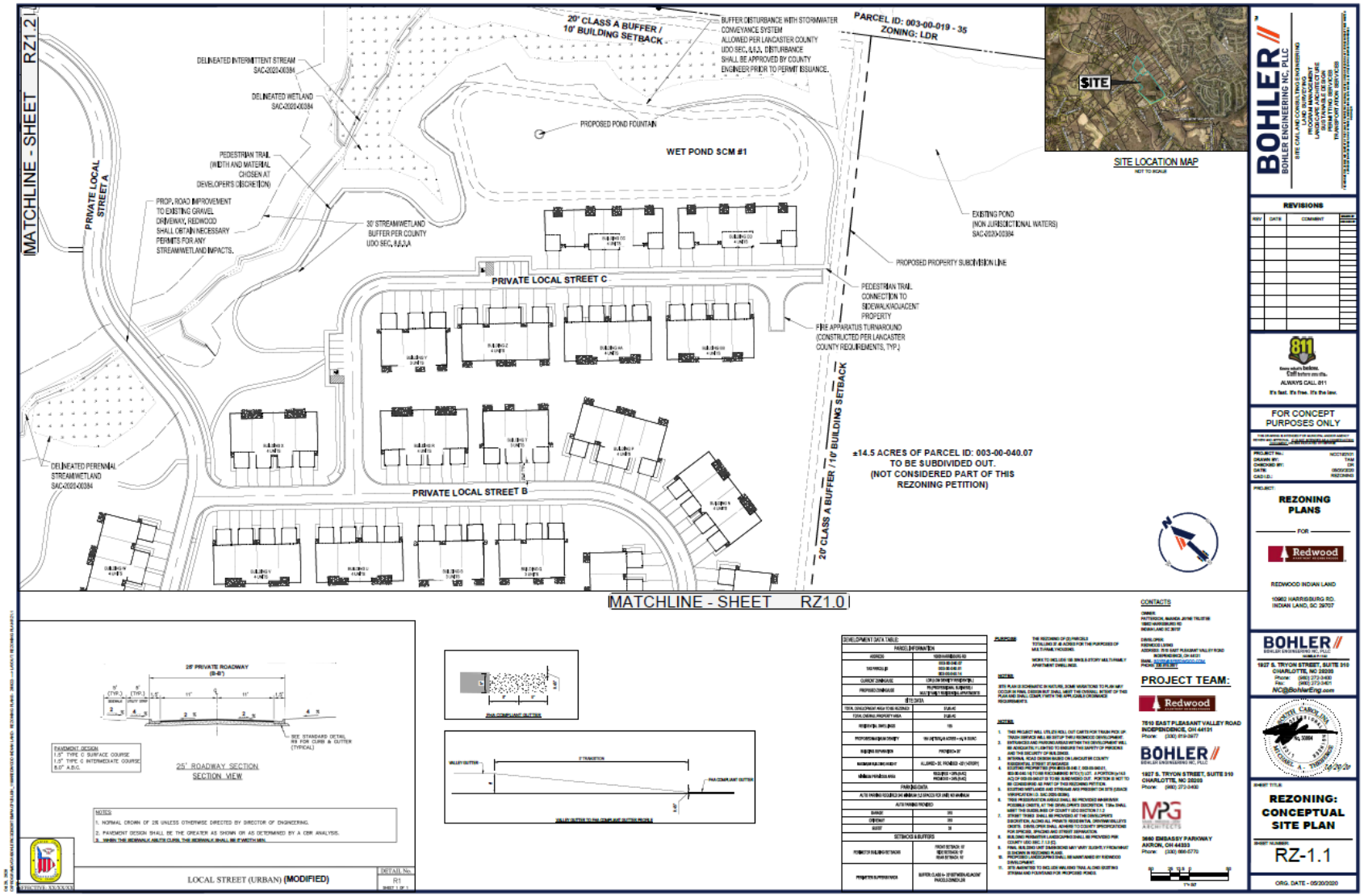
8. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.
    a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Conceptual Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
    b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the Infrastructure and Regulation Committee after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
    c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]


MATCHLINE - SHEET RZ1.1 - RZ1.2
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
DELINEATED WETLAND SAC-2020-00384
DELINEATED PERENNIAL STREAM SAC-2020-00384
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.6.3.A
PARCEL ID: 003-00-016.01
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
PRIVATE LOCAL STREET B
PRIVATE LOCAL STREET C
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
FINAL PROPOSED IMPROVEMENTS TO HARRISBURG ROAD TO BE REVIEWED AND APPROVED BY SCDOT
HARRISBURG ROAD (S-64)
VARIABLE WIDTH ROW
40MPH POSTED SPEED
PROP. GRASS PAVER EMERGENCY ACCESS PATH (WIDTH TO BE PER IFC AND COUNTY STANDARD)
SCDOT ROW PER PROJ. # 29.039666
5' PUBLIC SIDEWALK ALONG PROPERTY FRONTAGE (LOCATION TO BE DETERMINED)
±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
PROPOSED PROPERTY SUBDIVISION LINE
SITE
SITE LOCATION MAP
NOT TO SCALE
BOHLER
BOHLER ENGINEERING NC, PLLC
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
Redwood
REDWOOD INDIAN LAND
10982 HARRISBURG RD.
INDIAN LAND, SC 29707
1837 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
NC@BohlerEng.com
REZONING: CONCEPTUAL SITE PLAN
RZ-1.0
ORG. DATE - 05/20/2020


MATCHLINE - SHEET RZ1.2
PRIVATE LOCAL STREET A
DELINEATED INTERMITTENT STREAM SAC-20200400384
DELINEATED WETLAND SAC-20200400384
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.6.3.A
20' CLASS A BUFFER / 10' BUILDING SETBACK
BUFFER DISTURBANCE WITH STORMWATER CONVEYANCE SYSTEM ALLOWED PER LANCASTER COUNTY UDO SEC. 8.6.3. DISTURBANCE SHALL BE APPROVED BY COUNTY ENGINEER PRIOR TO PERMIT ISSUANCE.
PROPOSED POND FOUNTAIN
WET POND SCM #1
PARCEL ID: 003-00-019 - 35
ZONING: LDR
SITE
SITE LOCATION MAP
NOT TO SCALE
EXISTING POND (NON JURISDICTIONAL WATERS) SAC-20200400384
PROPOSED PROPERTY SUBDIVISION LINE
PRIVATE LOCAL STREET C
PEDESTRIAN TRAIL CONNECTION TO SIDEWALK/ADJACENT PROPERTY
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
20' CLASS A BUFFER / 10' BUILDING SETBACK
±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
DELINEATED PERENNIAL STREAM/WETLAND SAC-20200400384
PRIVATE LOCAL STREET B
MATCHLINE - SHEET RZ1.0
BOHLER
BOHLER ENGINEERING NC, PLLC
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
Redwood
REDWOOD INDIAN LAND
10963 HARRISBURG RD.
INDIAN LAND, SC 29707
BOHLER
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
PROJECT TEAM:
7810 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
BOHLER
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
MPG ARCHITECTS
3680 EMBASSY PARKWAY
AKRON, OH 44333
REZONING: CONCEPTUAL SITE PLAN
RZ-1.1
ORG. DATE - 05/20/2020
25' PRIVATE ROADWAY (B-B')
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)

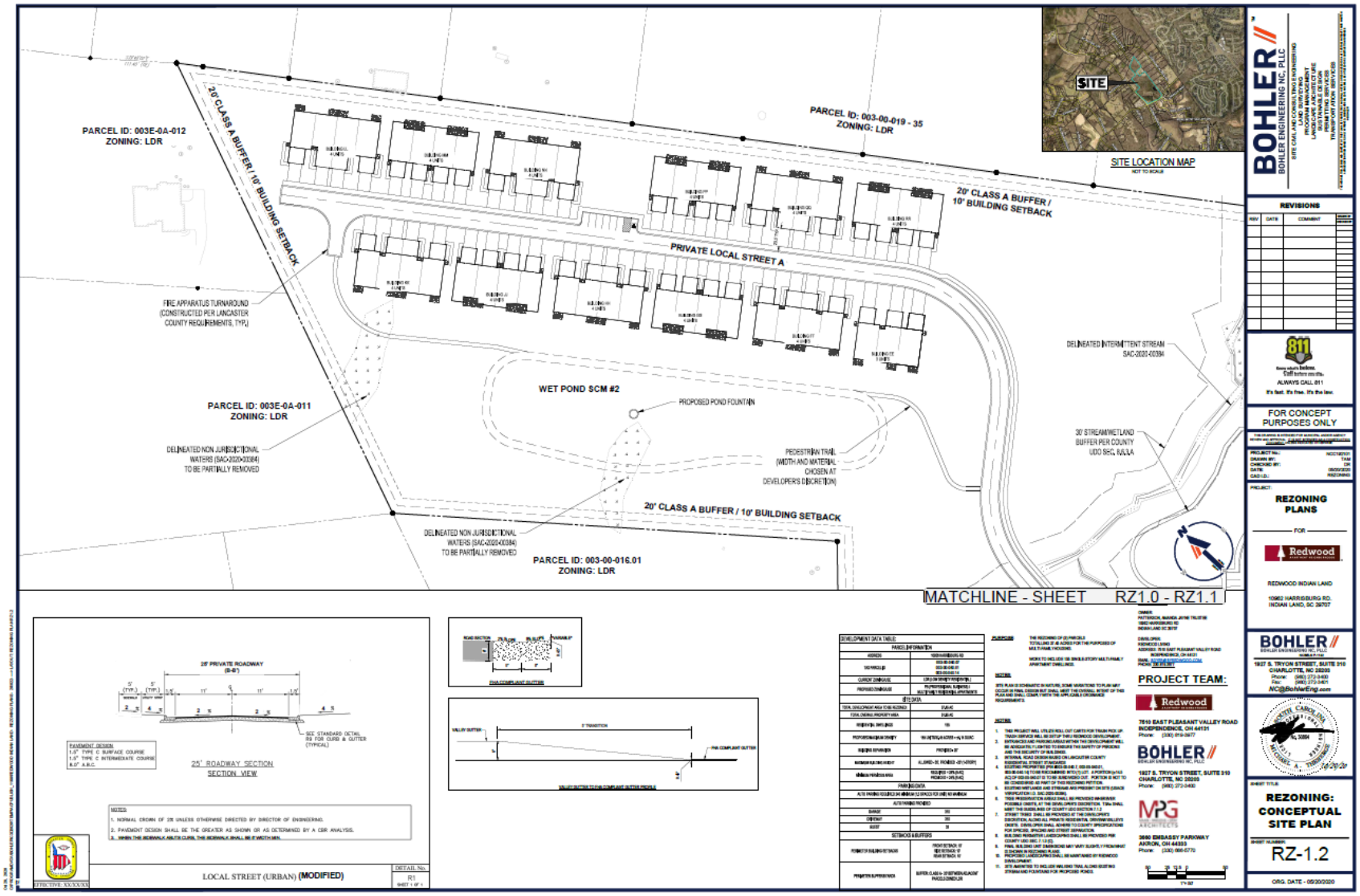

PARCEL ID: 003E-0A-012
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PARCEL ID: 003-00-019 - 35
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
WET POND SCM #2
PROPOSED POND FOUNTAIN
PARCEL ID: 003E-0A-011
ZONING: LDR
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPERS DISCRETION)
DELINEATED INTERMITTENT STREAM SAC-2020-00394
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.5.1.A
20' CLASS A BUFFER / 10' BUILDING SETBACK
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PARCEL ID: 003-00-016.01
ZONING: LDR
MATCHLINE - SHEET RZ1.0 - RZ1.1
SITE
SITE LOCATION MAP
NOT TO SCALE
25' PRIVATE ROADWAY (B-5T)
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)
BOHLER
BOHLER ENGINEERING NC, PLLC
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
Redwood
REDWOOD INDIAN LAND
10962 HARRISBURG RD.
INDIAN LAND, SC 29707
PROJECT TEAM:
7810 EAST PLEASANT VALLEY ROAD
INDEPENDENCE, OH 44131
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
3690 EMBASSY PARKWAY
AKRON, OH 44333
REZONING: CONCEPTUAL SITE PLAN
RZ-1.2
ORG. DATE - 05/20/2020

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	0 units
4	84 units
5	71 units
Total	155 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 155 residential units.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, _____, _____, is the legal owner of the Property; provided, however, that Developer has contractual rights to acquire the Property and thus has an equitable interest in the Property.

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

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws, and Developer shall install a sanitary sewer trunk line on the Property, which will serve the Property and adjacent property to the North of the Property and will be dedicated to the Lancaster County Water and Sewer District, as described on Exhibit B.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

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

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

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

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

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E5.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

Laws and Land Development Regulations

1. Ordinance No. 2020- 1710 zoning the Property Professional Business (PB) District attached hereto as Exhibit E-1.
2. Ordinance No. 2020- 1711 approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards attached hereto as Exhibit E-5.

EXHIBIT E-1

Ordinance No. 2020- 1710

[Attached]

EXHIBIT E-2

Ordinance No. 2020- 1711

[Attached]

EXHIBIT E-3

The Development Agreement Ordinance

[Attached]

EXHIBIT E-4

The UDO

EXHIBIT E-5

Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards

PROPOSAL:	Request to approve a Development Agreement between Redwood USA, LLC, and Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), single-story, three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14).
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Although not required by the Unified Development Ordinance (UDO), the applicant is proposing to enter into a Development Agreement with the County in order to facilitate the rezoning of approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road, from Low Density Residential (LDR) District to Professional Business (PB) District. The intent is to develop the land as a multi-family residential apartment project consisting of 155 Three Family (Triplex) and Four Family (Quadraplex) dwelling units, a leasing office/maintenance building and associated amenities.

It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 will be subdivided from the parcel and is not proposed to be rezoned and is not a part of the Development Agreement.

The intent of this request is to secure the rezoning of the subject properties to PB District while guaranteeing how the property will ultimately be developed.

The applicant submitted the proposed Development Agreement enclosed with this staff report. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, description of uses, and traffic impact analysis (TIA).

COMMUNITY FACILITY NEEDS:

As part of the review of this Development Agreement, the various Lancaster County Division Heads identified that there were no community facility needs with regard to this project. This decision was arrived at in light of the recent development of the EMS Station #4 at 9576 Old Bailes Road and the site being within the Pleasant Valley Fire District in near proximity to Station #14 (9370 Possum Hollow Road).

PRIOR ACTIONS:

The Development Agreement was reviewed by the Planning Commission at their meeting of December 15, 2020, where the Commission recommended approval by a vote of 6-1.

The Development Agreement was presented at the Committee of the Whole (COW) meeting of February 9, 2021. The COW received the information, but had no specific questions regarding the Development Agreement.

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It should be noted that the southeastern 14.5 acres of parcel 0003-00-040.07 will be subdivided from the parcel and is not proposed to be rezoned and is not a part of the Development Agreement.

The intent of this request is to secure the rezoning of the subject properties to PB District while guaranteeing how the property will ultimately be developed.

The applicant submitted the proposed Development Agreement enclosed with this memo. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, description of uses, and traffic impact analysis (TIA).

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. It is anticipated that the Development Agreement will be reviewed by a County Council subcommittee in January 2021. The second and final public hearing is tentatively scheduled to occur before County Council on January 25, 2021 (first reading of the ordinance).

A copy of the Development Agreement template is also enclosed with this memo. It does not include any proposed fees, which will be discussed with a County Council subcommittee and County Council.

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

DEVELOPMENT AGREEMENT

_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of *_[DATE OF THIRD READING APPROVAL]*____, 2020 ("Agreement Date"), by and among **REDWOOD USA, LLC**, a _____ ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 37.45 acres, more or less, located in the County and known as Redwood Indian Land development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be rezoned to Professional Business (PB) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means ___*[DATE OF THIRD READING APPROVAL]*____, 2020.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the [_____ Comprehensive Plan adopted _____ and updated on _____].

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

(5) "County Council" means the governing body of the County.

(6) "Developer" means the Redwood USA, LLC, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the

Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2020-####" means Ordinance No. 2020-### of the County, zoning the Property PB, Professional Business District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2020 - _____" means Ordinance No. 2020- _____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-3.

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

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

Section 1.04. Property. This Agreement applies to 3 parcels of land identified as Tax Map Nos. 003-00-040.07 (portion), 003-00-040.01, and 0003-00-040.14 and is reflected in Exhibits A-1 (legal description) and A-2 (plats) attached hereto and incorporated herein by reference as of the exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property was previously zoned Low Density Residential (LDR) but pursuant to Ordinance No. 2020-####, the Property has been rezoned to Professional Business District (PB).

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is set forth in Exhibit B.

Section 1.07 Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2020-____ in accordance with the procedural requirements of the Act, Ordinance No. 663, and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2020-___ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five and that the highlands equal approximately thirty-five and 71/100 acres (35.71).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. **Vested Right to Develop.**

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

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

(C) Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2020-####, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program set forth on Exhibit B to this Agreement, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

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

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

(1) Site Plan approval;
(2) Preliminary plan approval;
(3) Final plat approval;
(4) Zoning permits;
(5) Building permits; and
(6) Sign permits.

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in

full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer:
[Redwood entity]
c/o Redwood USA LLC
Attn: Bob Dyer
7007 E. Pleasant Valley Road
Independence, OH 44131

Bdyer@byRedwood.com

With a Copy to: Chief Legal Officer
Redwood USA LLC
7007 E. Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04 Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the

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

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

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

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

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

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

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

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or

written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6^{th}) Judicial Circuit of the State of South Carolina.

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

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

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

Section 5.19 When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when the County and Developer have each executed the Agreement. The obligation of Developer pursuant to Section 4.02 is effective on the date the last Party to sign this

Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DEVELOPER:

WITNESSES:

_____

_____

REDWOOD USA, LLC, a _____

By: _____
Name: _____
Title: _____

COUNTY:

WITNESSES:

_____

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Larry Honeycutt, Secretary, County Council

_____ Date: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

I, _____, Notary of the Public of the State of _____, do hereby certify that Redwood USA, LLC, by _____, its _____ personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for _____
Print Name: _____
My Commission Expires: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, _____, Notary of the Public of the State of South Carolina, do hereby certify that the County of Lancaster, South Carolina, by Steve Harper, Chair, County Council, and Larry Honeycutt, Secretary, County Council, personally appeared before me this ____ day of _____, 2020, and acknowledged the execution of the foregoing instrument.

_____
Notary Public for South Carolina
Print Name: _____
My Commission Expires: _____

Exhibit A-1

Legal Description

TRACT ONE

BEGINNING AT AN EXISTING #5 IRON REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF BOBBY AND KATHERINE FURR AS RECORDED IN DEED BOOK A006, PAGE 971 IN THE LANCASTER COUNTY REGISTER DEEDS, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256, SAID REBAR LYING N 35°18’06” W, 126.35' FROM AN EXISTING #5 REBAR, THE SOUTHEEASTERNMOST CORNER OF FURR AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING THREE (3) COURSES AND DISTANCES; (1) S 49°08’21” W, 399.89' TO A NEW #4 REBAR SET; THENCE, (2) N 35°23’48” W, 330.01' TO A NEW #4 REBAR SET; THENCE, (3) N 49°07’09” E, 400.04' TO AN EXISTING #5 REBAR FOUND ALONG THE SOUTHWESTERN BOUNDARY OF VAN L. STORIE AS RECORDED IN DEED BOOK 810, PAGE 238, THENCE WITH THE SOUTHWESTERN BOUNDARY OF STORIE S 35°27’11” E, 156.06' TO AN EXISTING #5 REBAR, THE SOUTHWESTERN MOST CORNER OF FURR; THENCE, S 35°18’11” E, 174.11' TO THE **POINT OF BEGINNING**, CONTAING IN 3.018 ACRES.

TRACT TWO

BEGINNING AT AN EXISTING REBAR W/ CAP FOUND ALONG THE NORTHEASTERLY MARGIN OF THE 66’ PUBLIC RIGHT-OF-WAY OF HARRISBURG ROAD (S-29-64), A COMMON CORNER WITH CYRYL JOHN ASH AND ELIZABETH K. ASH AS RECORDED IN DEED BOOK J008, PAGE 80 IN THE LANCASTER COUNTY REGISTER DEEDS AND BEING THE **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED; THENCE, ALONG AND WITH THE COMMON BOUNDARY OF ASH; N 46°13’22” E, 328.26' TO AN EXISTING 1” IRON PIPE FOUND, A COMMON CORNER WITH WILLIAM S. PATTERSON AS RECORDED IN DEED BOOK 1013, PAGE 256; THENCE, ALONG AND WITH THE COMMON BOUNDARIES OF PATERSON THE FOLLOWING TWO (2) COURSES AND DISTANCES; (1) S 43°45’18” E, 660.47' TO A REBAR W/ CAP; THENCE, (2) N 46°12’09” E, 327.97' TO AN EXISTING #5 REBAR (BENT) FOUND ALONG THE NORTHEASTERLY MARGIN OF HARRISBURG ROAD; THENCE, ALONG AND WITH HARRISBURG ROAD N 44°18’12” W, 380.62' TO A NEW #4 REBAR SET; THENCE, N 43°04’08” WE, 280.00' TO THE **POINT OF BEGINNING**, CONTAING IN 5.002 ACRES.

Exhibit A-2

Boundary Plats

[Attached]

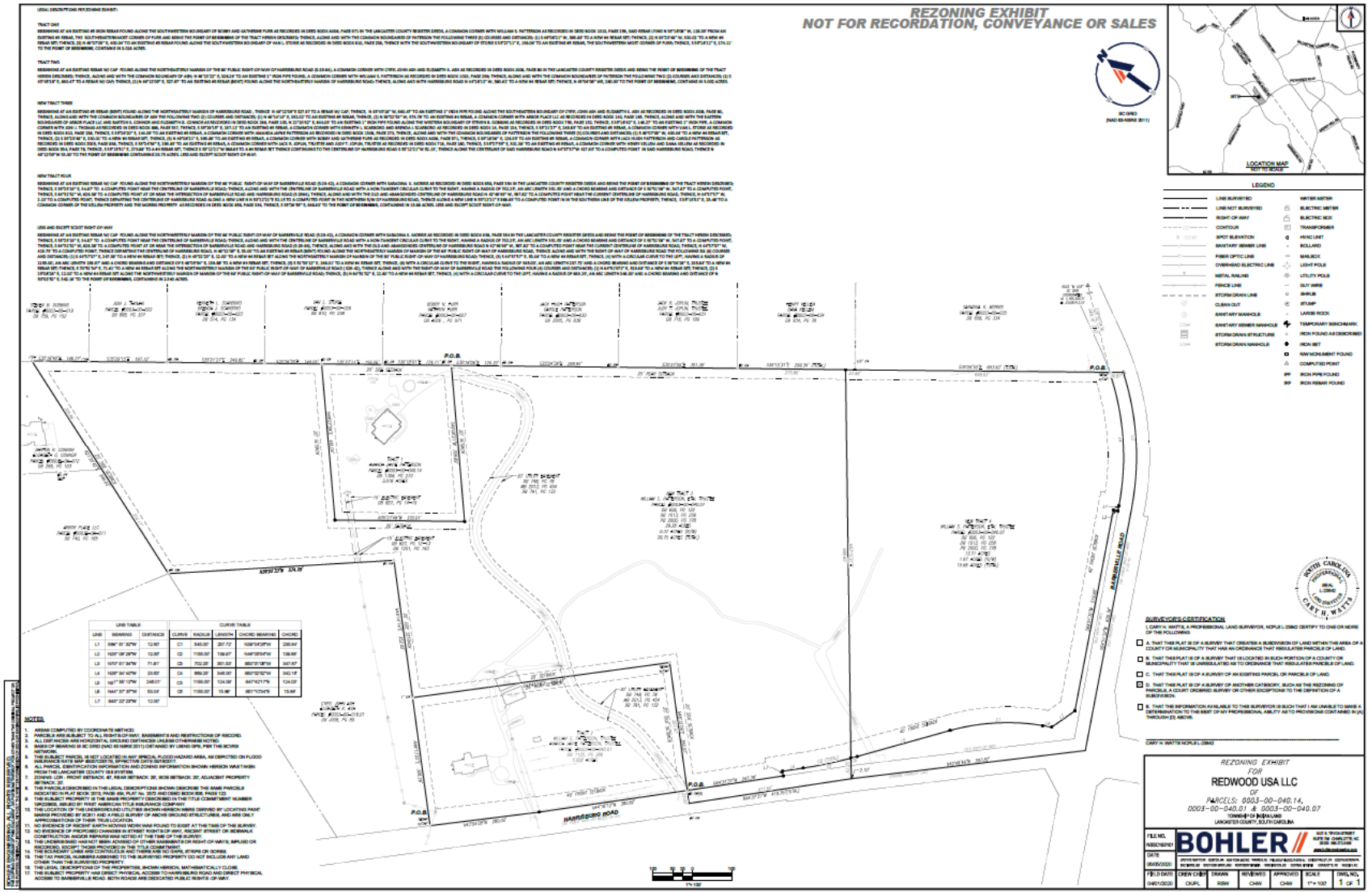

REZONING EXHIBIT
NOT FOR RECORDATION, CONVEYANCE OR SALES
LOCATION MAP
NOT TO SCALE
LEGEND
SURVEYOR'S CERTIFICATION
REZONING EXHIBIT
FOR
REDWOOD USA LLC
OF
PARCELS: 0003-00-040.14,
0003-00-040.01 & 0003-00-040.07
TOWNSHIP OF INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA
BOHLER
HARRISBURG ROAD
BARRINGER ROAD
ARROW PLACE LLC
TRACT ONE
TRACT TWO
NEW TRACT THREE
NEW TRACT FOUR
LESS AND EXCEPT SCOOT RIGHT-OF-WAY
NOTES:

Exhibit B
Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Professional Business (PB) zoning districts and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Professional Business (PB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Professional Business (PB) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2020.
      ii. Developer shall construct a left turn lane on Harrisburg Road at the main entrance to the Property and an emergency access path as a secondary point of entry onto the Property from Harrisburg Road, both as shown on Exhibit B-1.
   b. Onsite Improvements:
      i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
      ii. *Traffic Calming:* None required
      iii. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and Harrisburg Road as shown on Exhibit B-1.
      iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property

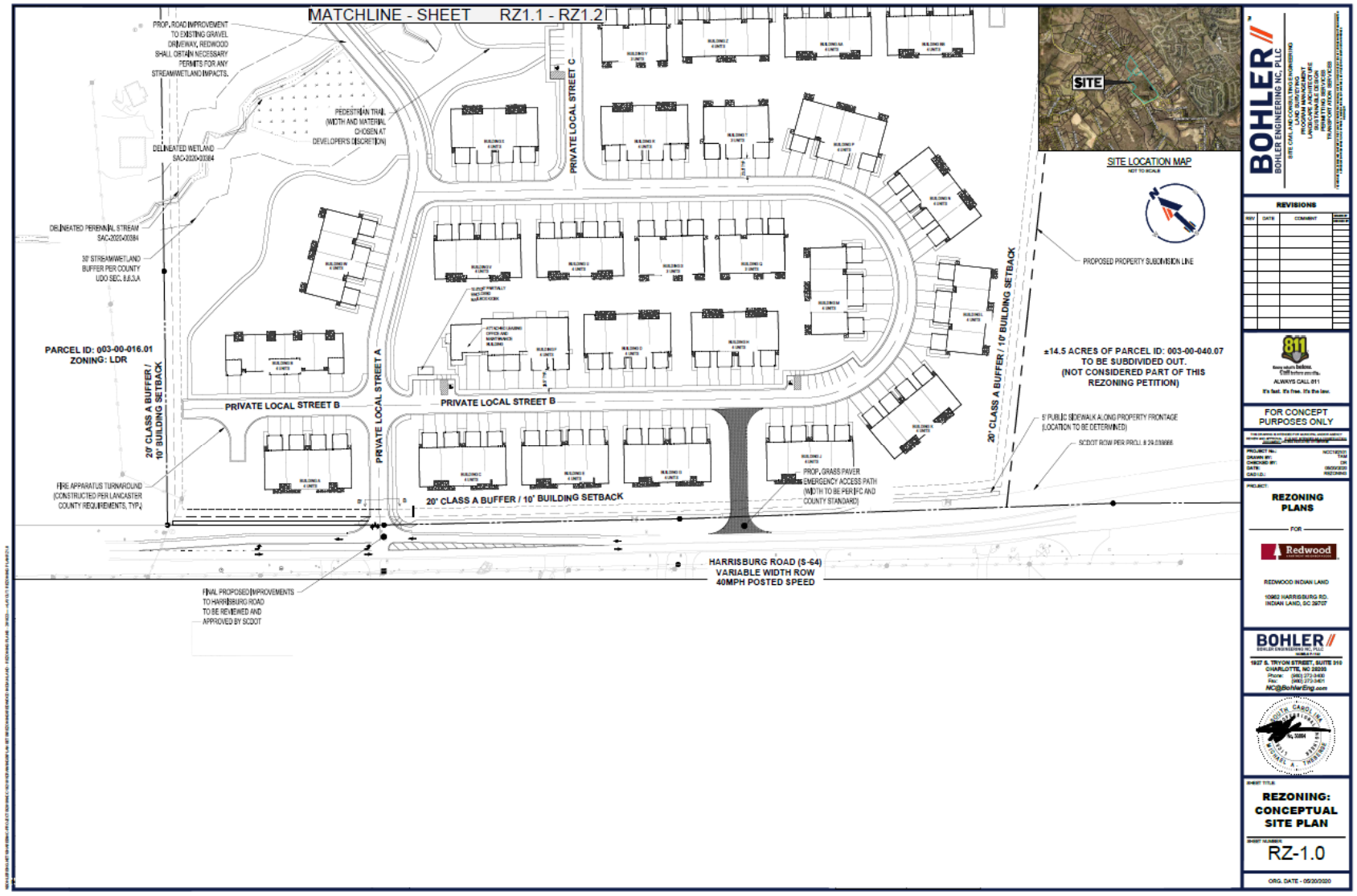
and the adjacent property to the north of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

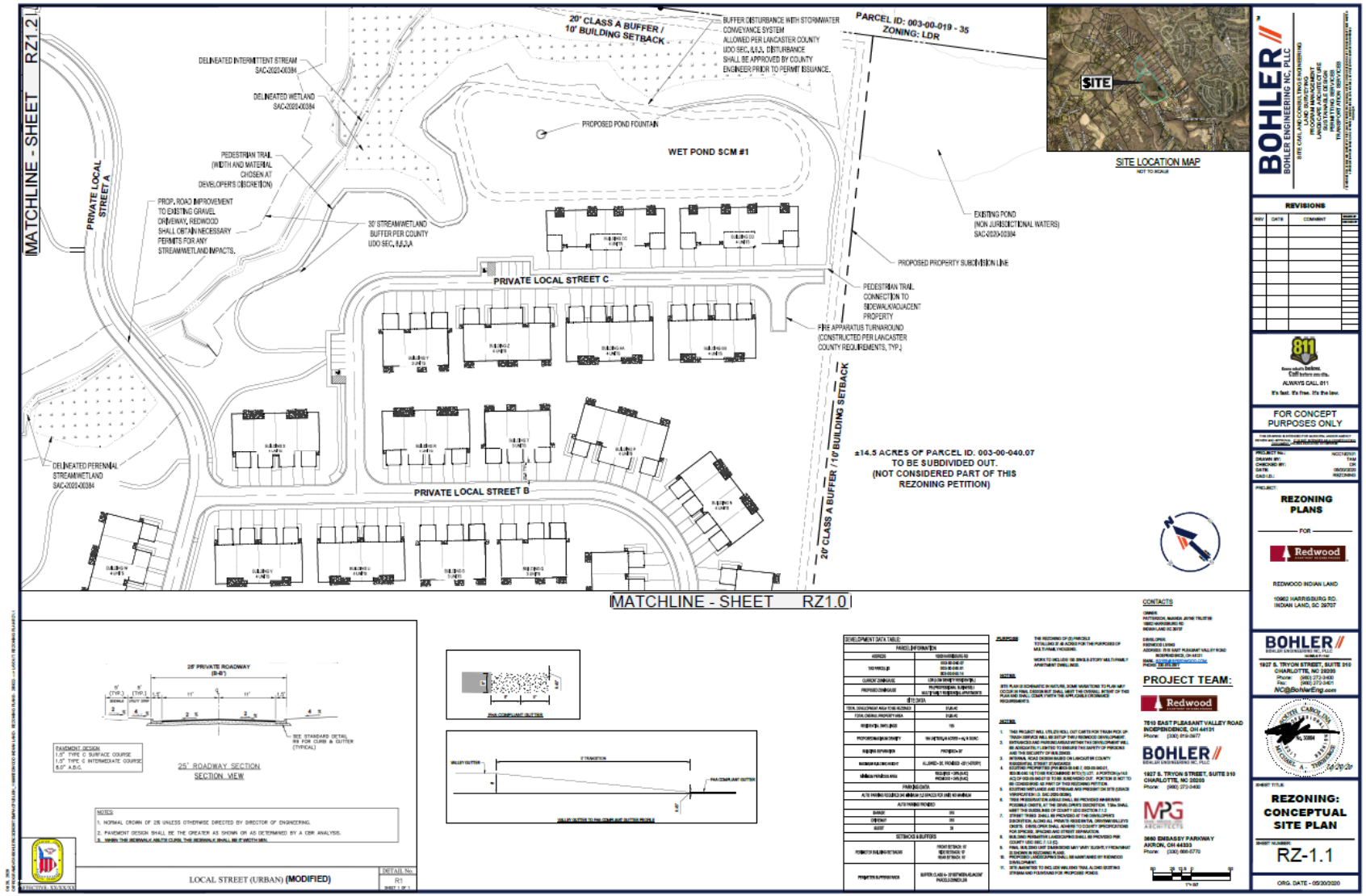
8. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.
    a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Conceptual Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
    b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the Infrastructure and Regulation Committee after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
    c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]


MATCHLINE - SHEET RZ1.1 - RZ1.2
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
DELINEATED WETLAND SAC-2020-00084
DELINEATED PERENNIAL STREAM SAC-2020-00084
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.6.3.A
PARCEL ID: 003-00-016.01
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
PRIVATE LOCAL STREET B
PRIVATE LOCAL STREET C
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
FINAL PROPOSED IMPROVEMENTS TO HARRISBURG ROAD TO BE REVIEWED AND APPROVED BY SCDOT
HARRISBURG ROAD (S-64)
VARIABLE WIDTH ROW
40MPH POSTED SPEED
PROP. GRASS PAVER EMERGENCY ACCESS PATH (WIDTH TO BE PER IFC AND COUNTY STANDARD)
5' PUBLIC SIDEWALK ALONG PROPERTY FRONTAGE (LOCATION TO BE DETERMINED)
SCDOT ROW PER PROJ. # 39.039666
±14.5 ACRES OF PARCEL ID: 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
PROPOSED PROPERTY SUBDIVISION LINE
SITE
SITE LOCATION MAP
NOT TO SCALE
BOHLER
BOHLER ENGINEERING NC, PLLC
REVISIONS
811
ALWAYS CALL 811
It's fast. It's free. It's the law.
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
Redwood
REDWOOD INDIAN LAND
10063 HARRISBURG RD.
INDIAN LAND, SC 29707
1927 S. TRYON STREET, SUITE 310
CHARLOTTE, NC 28203
NC@BohlerEng.com
REZONING: CONCEPTUAL SITE PLAN
RZ-1.0
ORG. DATE - 05/20/2020


MATCHLINE - SHEET RZ1.2
20' CLASS A BUFFER / 10' BUILDING SETBACK
BUFFER DISTURBANCE WITH STORMWATER CONVEYANCE SYSTEM ALLOWED PER LANCASTER COUNTY UDO SEC. 4.6.3. DISTURBANCE SHALL BE APPROVED BY COUNTY ENGINEER PRIOR TO PERMIT ISSUANCE.
PARCEL ID: 003-00-019 - 35
ZONING: LDR
DELINEATED INTERMITTENT STREAM SAC-20200-00384
DELINEATED WETLAND SAC-20200-00384
PROPOSED POND FOUNTAIN
WET POND SCM #1
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPER'S DISCRETION)
PRIVATE LOCAL STREET A
PROP. ROAD IMPROVEMENT TO EXISTING GRAVEL DRIVEWAY, REDWOOD SHALL OBTAIN NECESSARY PERMITS FOR ANY STREAM/WETLAND IMPACTS.
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 8.2.3.A
PRIVATE LOCAL STREET C
EXISTING POND (NON JURISDICTIONAL WATERS) SAC-20200-00384
PROPOSED PROPERTY SUBDIVISION LINE
PEDESTRIAN TRAIL CONNECTION TO SIDEWALK/ADJACENT PROPERTY
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
DELINEATED PERENNIAL STREAM/WETLAND SAC-20200-00384
PRIVATE LOCAL STREET B
20' CLASS A BUFFER / 10' BUILDING SETBACK
±14.5 ACRES OF PARCEL ID. 003-00-040.07 TO BE SUBDIVIDED OUT. (NOT CONSIDERED PART OF THIS REZONING PETITION)
SITE
SITE LOCATION MAP
NOT TO SCALE
MATCHLINE - SHEET RZ1.0
25' PRIVATE ROADWAY (B-6')
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)
PROJECT TEAM:
Redwood
7810 EAST PLEASANT VALLEY ROAD INDEPENDENCE, OH 44131
BOHLER
1927 S. TRYON STREET, SUITE 310 CHARLOTTE, NC 28203
MPG ARCHITECTS
3680 EMBASSY PARKWAY AKRON, OH 44333
BOHLER ENGINEERING NC, PLLC
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
FOR
REDWOOD INDIAN LAND
10963 HARRISBURG RD. INDIAN LAND, SC 29707
REZONING: CONCEPTUAL SITE PLAN
RZ-1.1
ORG. DATE - 05/20/2020

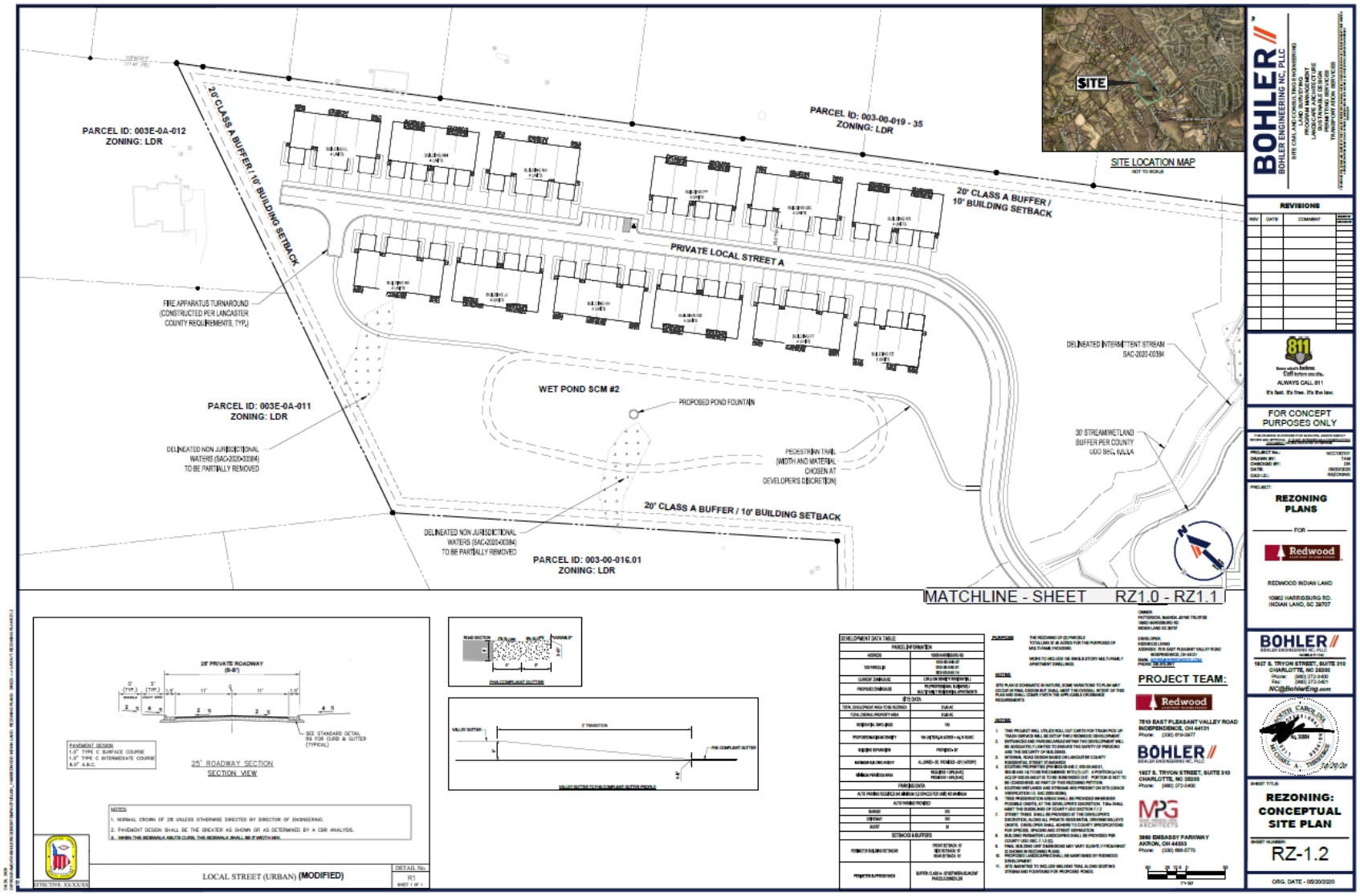

PARCEL ID: 003E-0A-012
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PARCEL ID: 003-00-019 - 35
ZONING: LDR
20' CLASS A BUFFER / 10' BUILDING SETBACK
PRIVATE LOCAL STREET A
FIRE APPARATUS TURNAROUND (CONSTRUCTED PER LANCASTER COUNTY REQUIREMENTS, TYP.)
WET POND SCM #2
PROPOSED POND FOUNTAIN
PARCEL ID: 003E-0A-011
ZONING: LDR
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PEDESTRIAN TRAIL (WIDTH AND MATERIAL CHOSEN AT DEVELOPERS DISCRETION)
DELINEATED INTERMITTENT STREAM SAC-2020-00394
30' STREAM/WETLAND BUFFER PER COUNTY UDO SEC. 6.1.1.A
20' CLASS A BUFFER / 10' BUILDING SETBACK
DELINEATED NON JURISDICTIONAL WATERS (SAC-2020-00384) TO BE PARTIALLY REMOVED
PARCEL ID: 003-00-016.01
ZONING: LDR
MATCHLINE - SHEET RZ1.0 - RZ1.1
SITE
SITE LOCATION MAP
NOT TO SCALE
20' PRIVATE ROADWAY (5-ST)
25' ROADWAY SECTION
SECTION VIEW
LOCAL STREET (URBAN) (MODIFIED)
BOHLER
REVISIONS
FOR CONCEPT PURPOSES ONLY
REZONING PLANS
REDWOOD INDIAN LAND
10962 HARRISBURG RD.
INDIAN LAND, SC 29707
PROJECT TEAM:
REZONING: CONCEPTUAL SITE PLAN
RZ-1.2
ORG. DATE - 05/20/2020

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	0 units
4	84 units
5	71 units
Total	155 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 155 residential units.

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, _____, _____, is the legal owner of the Property; provided, however, that Developer has contractual rights to acquire the Property and thus has an equitable interest in the Property.

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

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws, and Developer shall install a sanitary sewer trunk line on the Property, which will serve the Property and adjacent property to the North of the Property and will be dedicated to the Lancaster County Water and Sewer District, as described on Exhibit B.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

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

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

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

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

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

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E5.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

Laws and Land Development Regulations

1. Ordinance No. 2020- #### zoning the Property Professional Business (PB) District attached hereto as Exhibit E-1.
2. Ordinance No. 2020- _____ approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards attached hereto as Exhibit E-5.

EXHIBIT E-1

Ordinance No. 2020- ####

[Attached]

EXHIBIT E-2

Ordinance No. 2020- _____

[Attached]

EXHIBIT E-3

The Development Agreement Ordinance

[Attached]

EXHIBIT E-4

The UDO

EXHIBIT E-5

Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards

August 2020

Traffic Impact Study

REDWOOD APARTMENT NEIGHBORHOODS

Indian Land, South Carolina



Submitted to:

South Carolina Department of Transportation

Lancaster County

Prepared by:

JMT
952 Houston Northcutt Blvd.
Mount Pleasant, SC 29464



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Figure 10. 2025 Total Build-Out Traffic 22

EXECUTIVE SUMMARY

The purpose of this Traffic Impact Analysis (TIA) is to analyze the traffic impacts from the proposed Redwood Apartment Neighborhoods development. The Redwood Apartment Neighborhoods development is located on the east side of Harrisburg Road just north of Barberville Road in Lancaster County, South Carolina. The development contains 157 two-bedroom apartments (34 buildings) on approximately 39 acres and has an anticipated build-out in the fourth quarter of 2024. The expected trips generated by the proposed development is 73 AM trips and 88 PM trips. Access to the site is proposed as one full access drive. It is also recommended that an emergency access point be established on Harrisburg Road but not used for normal site ingress/egress.

The TIA is necessary according to the standards of the SCDOT and Lancaster County since the development contains over 75 apartments and generates more than 50 trips per hour at full occupancy. To comply with section 6.8.2 of the Lancaster County Unified Development Ordinance adopted November 28, 2016 the traffic impacts were analyzed for 2025 which is one year after the development is expected to be at full occupancy. The primary objectives of this study are:

- To estimate the trip generation and the distribution of the traffic for the development.
- To analyze the impacted intersections within the study area.
- To develop recommendations for potential roadway and operational improvements to mitigate the development's impact to traffic.

Through coordination with Lancaster County Planning Office and the SCDOT District 4 office, the following intersections were analyzed for the AM and PM peak hours for the existing conditions, the 2025 No Build conditions, and the 2025 Build-Out conditions.

1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway
6. Harrisburg Road and Redwood Apartment Neighborhoods/Site Access

Each intersection was analyzed under the guidelines/standards contained in the SCDOT Access and Roadside Management Standards manual and the Lancaster County Unified Development Ordinance. The analyses used the methodology from the 2010 Highway Capacity Manual (HCM) and Synchro Version 10 software. A growth rate of 5% was used to determine the growth in the background traffic as directed by South Carolina Department of Transportation. The off-site development traffic for five proposed developments was also considered in the analysis. The off-site development traffic was obtained from previous TIA studies provided by Lancaster County.

The following information was gathered and developed to determine traffic impacts at the site:

- Traffic counts at the intersections listed above

- Roadway geometrics, traffic operations and traffic signal timings
- Background traffic for the major intersections
- Site traffic generated by the new developments and previously planned developments in proximity to the project site
- Capacity analysis for the intersections impacted by the proposed development
- Recommendations for the roadway network.

Based on the capacity analyses, the following is recommended:

Harrisburg Road and Site Access

- Construction of a left turn lane on southbound Harrisburg Road into the site access. The turn lane should provide 150 feet of storage. This access point is east of Caroline Acres Road.
- Construction of an emergency access point on Harrisburg Road for emergency vehicle access only. The emergency access is on Harrisburg Road east of the Site Access drive.

General

- In the future, the signal timings should be adjusted to reflect the changes in traffic flow. Since the SCDOT maintains the signal timings at the signalized study intersections, the timing adjustments would be the responsibility of the SCDOT.

All improvements on the state roadway network system are subject to approval by the SCDOT and Lancaster County. All improvements on the state system should be permitted, designed, and constructed in conformity with the standards of the SCDOT and Lancaster County.

INTRODUCTION

This study was prepared at the request of Redwood Apartment Neighborhoods to determine the traffic impacts associated with a proposed development on Harrisburg Road just north of Barberville Road. The Redwood Apartment Neighborhoods development is located on the east side of Harrisburg Road just north of Barberville Road in Lancaster County, South Carolina. The proposed development consists of 157 two-bedroom apartments (34 buildings) and has an anticipated build-out in the fourth quarter of 2024. The development contains approximately 39 acres. The 2018 AADT for Barberville Road was 7,500 vehicles per day. The 2018 AADT on Harrisburg Road was 6,400 vehicles per day south of Barberville Road and 7,100 vehicles per day north of Barberville Road.

Access to the proposed site is by one full access drive on Harrisburg Road. This TIA will evaluate the traffic conditions under the 2020 existing conditions, the 2025 No Build conditions, the 2025 Build-Out conditions, and the 2025 Build conditions with signal timing and intersection improvements. To comply with section 6.8.2 of the Lancaster County Unified Development Ordinance adopted November 28, 2016 the traffic impacts for the build-out conditions were analyzed for 2025 which is one year after the development is expected to be at full occupancy. The intersections included in the study are:

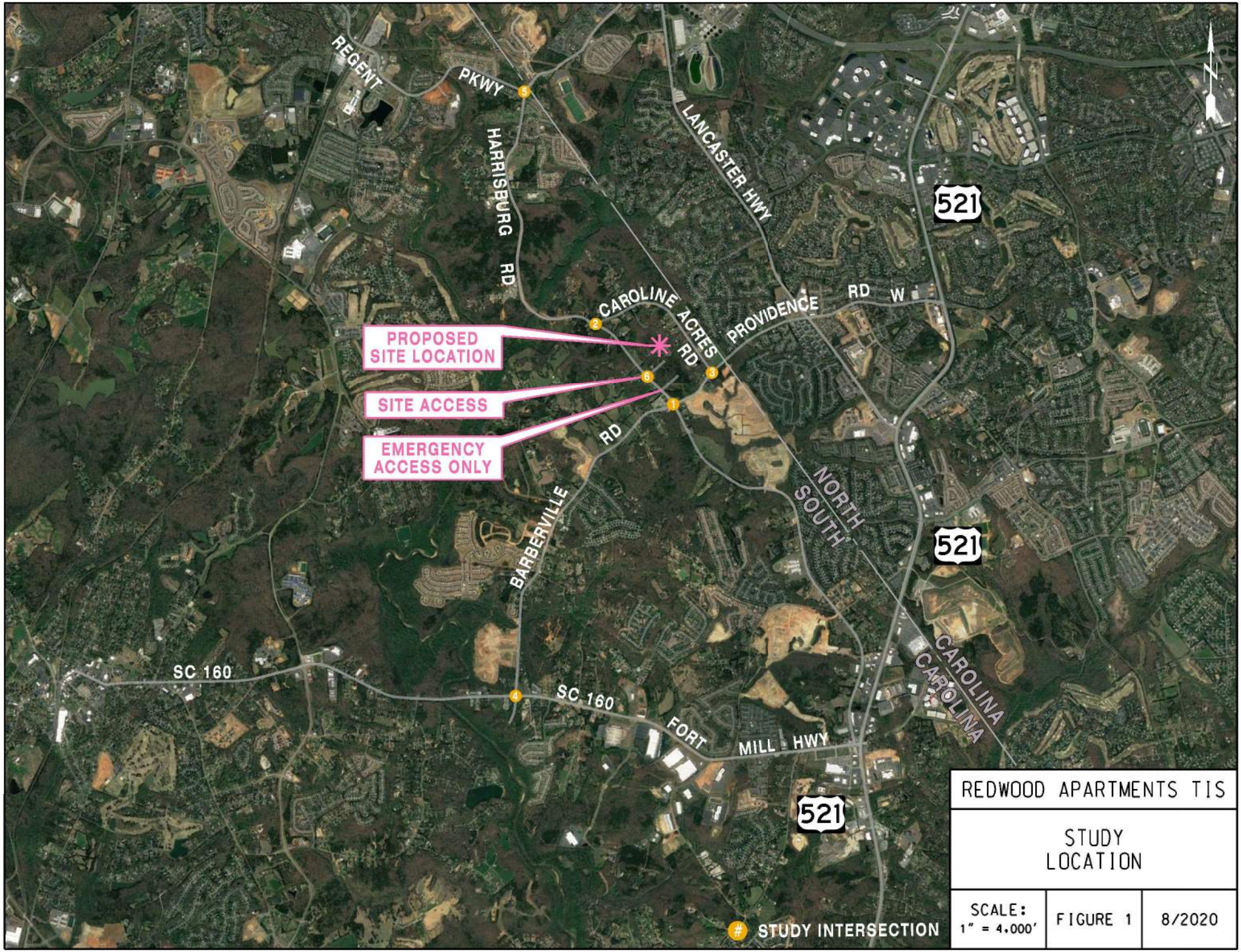
1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway
6. Harrisburg Road and Redwood Apartment Neighborhood/Site Access

The guidelines/standards used to prepare this TIA are found in the SCDOT Access and Roadside Management Standards manual and the Lancaster County Unified Development Ordinance.

The following information was gathered for this report and used to determine traffic impacts on the road network created by the proposed development:

- Normal weekday AM and PM peak hour traffic counts,
- Roadway geometrics, traffic operations and traffic signal timings
- Background traffic for the study intersections,
- Site traffic generated using the 10th Edition of the ITE Trip Generation Manual,
- Capacity analysis for the intersections impacted by the proposed development,
- Recommendations for improving the roadway network.

The project study area and site plan are shown in Figure 1 and Figure 2 respectively.



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Friday, August 21, 2020 AT 08:32 AM



SITE DATA

TOTAL ACREAGE:	±53.58 AC
RESIDENTIAL:	±38.99 AC
COMMERCIAL:	±14.59 AC
DWELLING UNITS:	157 UNITS
DENSITY:	±4.02 DU/AC

0 50' 100' 200'

SCALE: 1" = 100'-0"

Redwood APARTMENT NEIGHBORHOODS

Figure 2 **Indian Land, SC** Illustrative Site Plan | 12.04.2019

EXISTING CONDITIONS

STUDY AREA

The following is a description of the study area roadways:

Harrisburg Road (S-64): Harrisburg Road is a two lane, secondary road classified as a major collector with a posted speed limit of 40 mph in the area of the project. The 2018 AADT was 7,100 vehicles per day north of the project area.

Barberville Road (S-42): Barberville Road is a two lane, secondary road classified as a major collector. It starts at SC 160 at the southern end of the study area and continues into North Carolina as Providence Road (SR 3626). It has a posted speed limit of 40 mph near the intersection of Harrisburg Road. The 2018 AADT was 7,500 vehicles per day.

Caroline Acres (S-574): Caroline Acres is a two lane, secondary road which forms a loop between Harrisburg Road north of the project site to Barberville Road east of the project site. The speed limit is posted at 35 mph on this road. There is no proposed connection between Caroline Acres and the development. The AADT for this road was not available online.

SC-160 (Ft. Mill Highway): SC 160 is a classified as a principal arterial highway. It is a two-lane highway with a posted 45 mph speed limit at the intersection of Barberville Road. SC 160 begins at US 521 near Indian Land, SC in Lancaster County and continues through Fort Mill, SC in York County before entering North Carolina. The 2018 AADT of SC 160 was 22,000 vehicles per day just west of Barberville Road.

Regent Parkway: Regent Parkway is a two-lane local road intersecting with Harrisburg Road a few miles north of the development. The AADT of this road was not available online.

Table 1. Roadway Network Average Daily Traffic

Location	2018 ADT
Harrisburg Road	7,100
Barberville Road	7,500
SC 160	22,000

The following is a description of the intersections:

Harrisburg Road and Barberville Road: This is a signalized intersection just south of the development. Each of the four approaches have a left turn lane and a combination through/right turn lane. Each approach has a protected/permissive left turn phase.

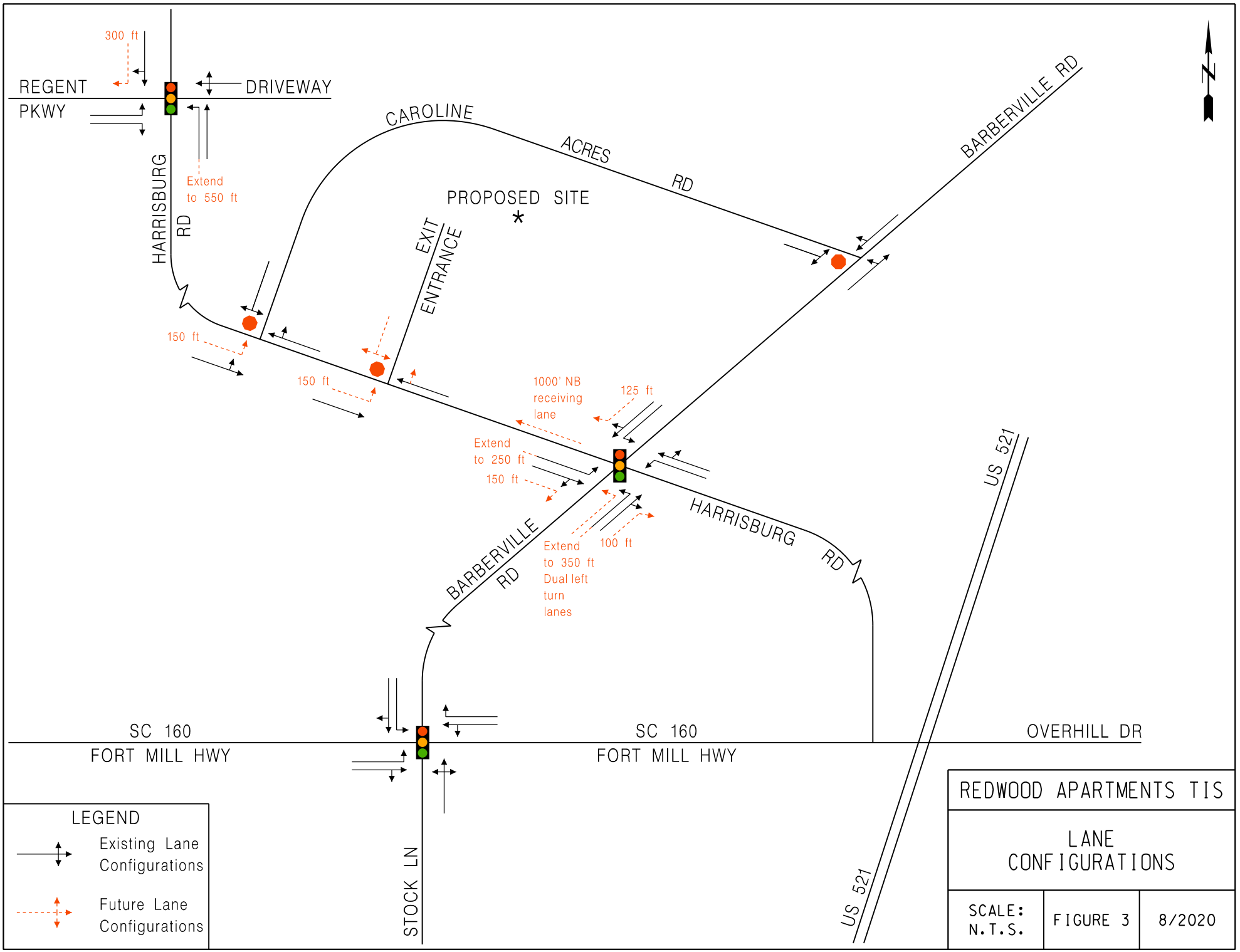
Harrisburg Road and Caroline Acres Road: This is a tee-type intersection just north of the development is formed by Caroline Acres Road intersecting Harrisburg Road from the east. Both roads are two lane roads and the intersection is controlled by a Stop sign on the Caroline Acres Road approach.

Barberville Road and Caroline Acres Road: This is a tee-type intersection just east of the development. It is formed by Caroline Acres Road intersecting Barberville Road from the north. Both roads are two lane roads and the intersection is controlled by a Stop sign on the Caroline Acres Road approach.

SC-160 and Barberville Road: This is a signalized intersection located a few miles west of the development. The eastbound SC 160 approach has a left turn lane and a combination through/right turn lane. The left tune on the eastbound approach is controlled by a protected/permissive left turn phase. SC 160 westbound has a through/left turn lane and an offset right turn lane. The right turn lane has a concurrent right turn phase. The Barberville Road approach has a left turn lane and a right turn lane. The northbound approach is a very minor approach serving basically as a driveway.

Harrisburg Road and Regent Parkway: This a signalized tee- intersection a few miles north of the development. Harrisburg Road northbound has a left turn lane and a through lane. The northbound left turn is controlled by a protected/permissive left turn phase. The Regent Parkway approach has a left turn lane and a right turn lane.

The existing and future lane configurations of the study intersections are shown in Figure 3.


300 ft
REGENT PKWY
DRIVEWAY
HARRISBURG RD
Extend to 550 ft
CAROLINE ACRES RD
BARBERVILLE RD
PROPOSED SITE
*
EXIT
ENTRANCE
150 ft
150 ft
1000' NB receiving lane
125 ft
Extend to 250 ft
150 ft
Extend to 350 ft Dual left turn lanes
100 ft
BARBERVILLE RD
HARRISBURG RD
US 521
SC 160 FORT MILL HWY
SC 160 FORT MILL HWY
OVERHILL DR
STOCK LN
US 521
N
LEGEND
Existing Lane Configurations
Future Lane Configurations
REDWOOD APARTMENTS TIS
LANE CONFIGURATIONS
SCALE: N.T.S.
FIGURE 3
8/2020

TURNING MOVEMENT COUNTS

After consulting with the SCDOT District 4 office and the Lancaster County Planning Department, traffic counts were performed at the following intersections.

1. Harrisburg Road (S-64) and Barberville Road (S-42)
2. Harrisburg Road (S-64) and Caroline Acres Road (S-574)
3. Barberville Road (S-42) and Caroline Acres Road (S-574)
4. SC-160 and Barberville Road (S-42)
5. Harrisburg Road (S-64) and Regent Parkway

Turning movement traffic counts at Harrisburg Road and Barberville Road were conducted on Tuesday, January 14, 2020. The counts at the other intersections were performed on Wednesday, February 12, 2020. The counts included the peak hours from 7:00-9:00 AM and 4:00-6:00 PM.

The turning movement count data for each intersection is shown in the Appendix. From the existing traffic counts the AM and PM peak hour volumes were determined. The AM and PM peak hour volumes are shown in Figure 4.

EXISTING TRAFFIC SIGNAL TIMING and PHASES

The following intersections in the study area are controlled by a traffic signal.

1. Harrisburg Road and Barberville Road
2. SC 160 and Barberville Road
3. Harrisburg Road and Regent Parkway

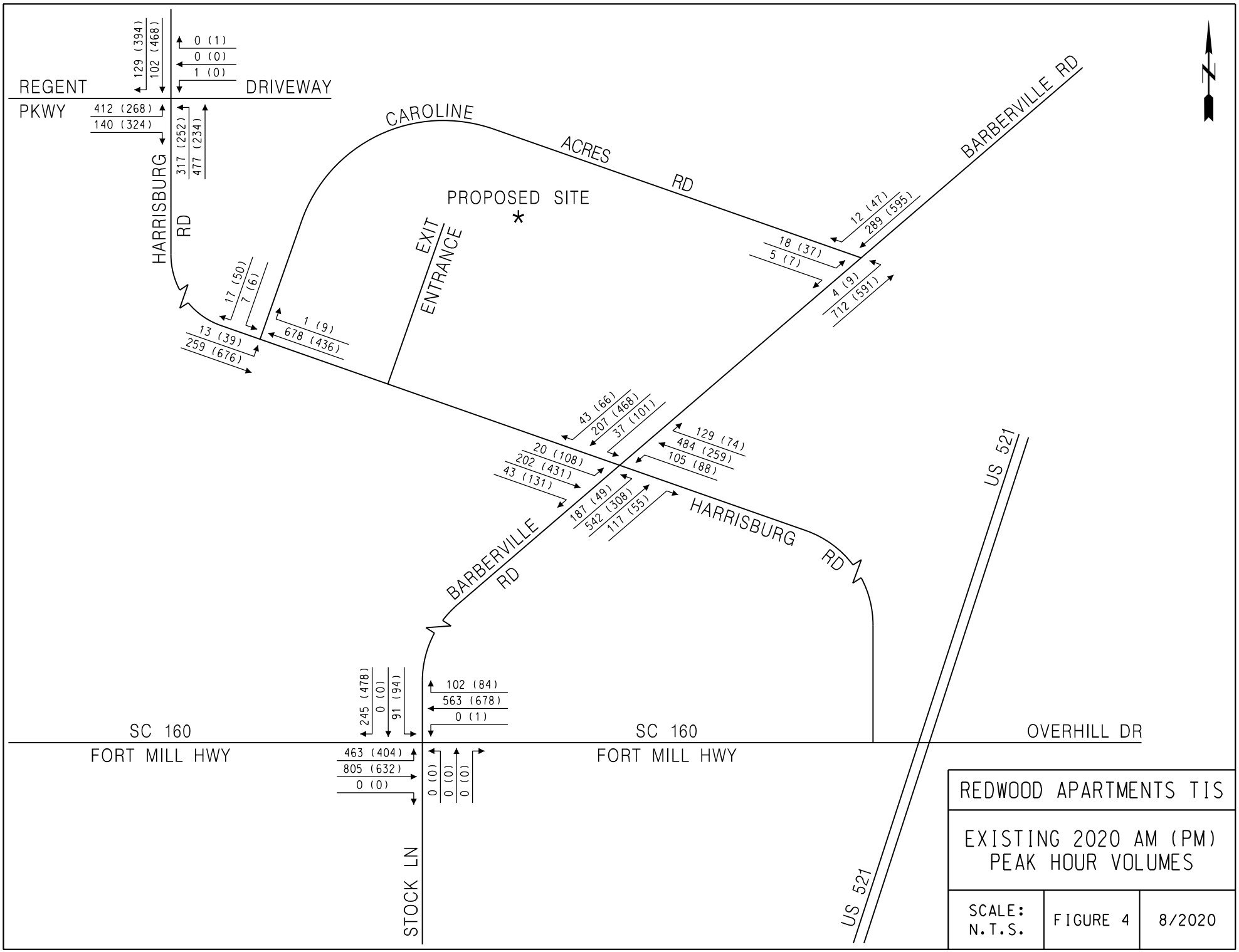
The existing traffic signal plans and signal timings are shown in the Appendix.

PLANNED IMPROVEMENT PROJECTS

There are two projects in the study area either planned or currently under construction.

Project ID 0031125RD01 is a widening project on SC 160 from the York County line to S-157 (Possum Hollow Road). Under this project SC 160 is being widened to three lanes from the York County Line to Rosemont Drive and to five lanes from Rosemont Drive to Possum Hollow Road.

Project ID P034704 is a rehabilitation and resurfacing project on Barberville Road from SC 160 to the North Carolina state line.



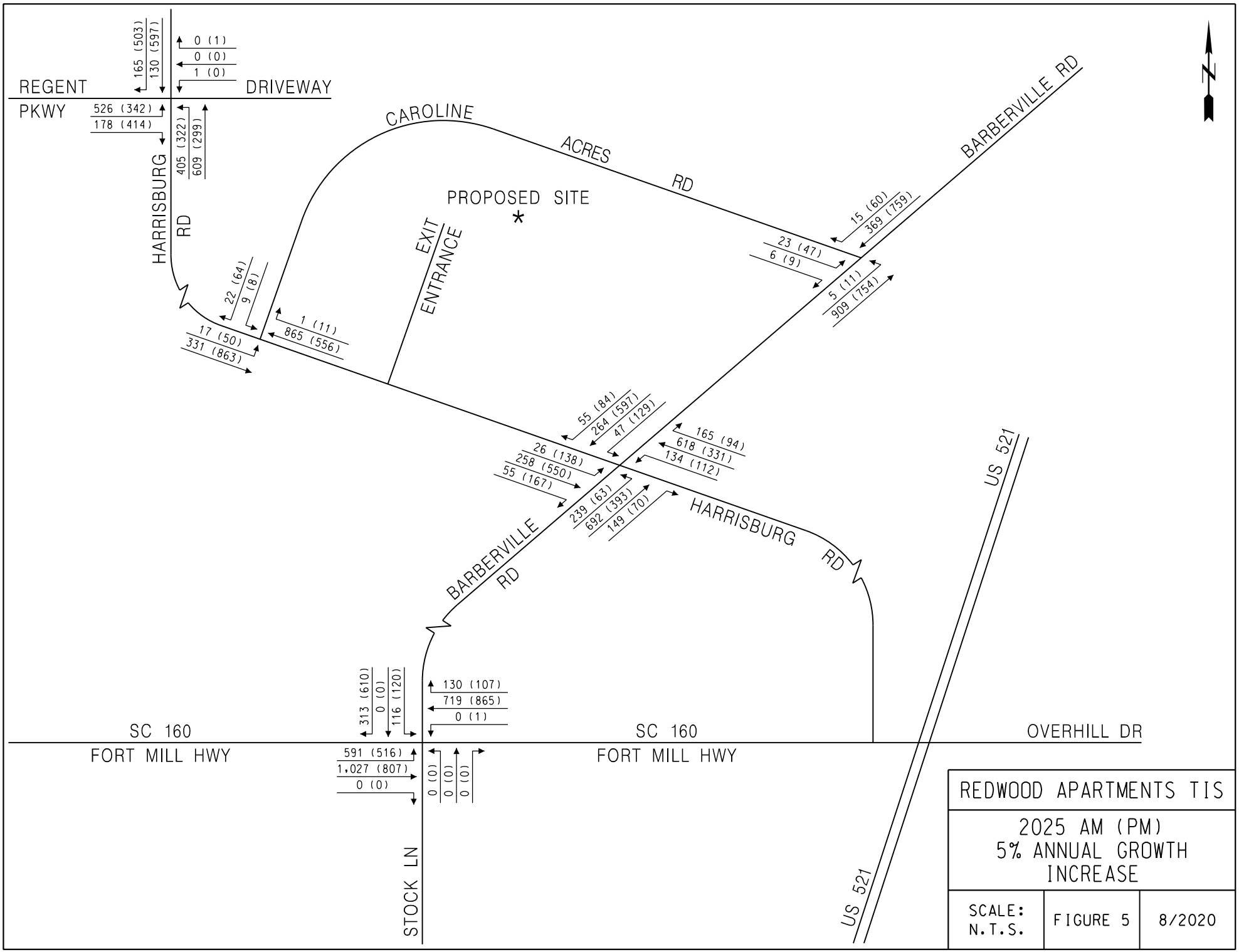
REDWOOD APARTMENTS TIS		
EXISTING 2020 AM (PM) PEAK HOUR VOLUMES		
SCALE: N.T.S.	FIGURE 4	8/2020

BACKGROUND CONDITIONS

HISTORICAL GROWTH TRAFFIC

The projected build-out year for Redwood Apartment Neighborhoods is the fourth quarter of 2024. This TIA includes the projected background traffic in the area. The projected background traffic is the expected change (historical growth) in the existing traffic volumes in the study area and any traffic generated by off-site developments anticipated between 2020 and the build-out year of the project. The background traffic does not include traffic generated by this project. It includes normal growth in traffic expected from year to year and growth resulting from other developments planned in or near the study area.

The SCDOT District 4 office requested a historical growth rate of 5% be used to determine the future traffic volumes in the build-out year of 2025. The 5% growth rate was applied to the existing volumes to determine the historical background growth from the existing traffic volumes to the traffic volumes in the build-out year of 2025. The 2025 traffic volumes resulting from the 5% historical growth rate used are shown in Figure 5.



REDWOOD APARTMENTS TIS

2025 AM (PM)
5% ANNUAL GROWTH
INCREASE

SCALE: N.T.S.	FIGURE 5	8/2020

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Wednesday, August 19, 2020 AT 12:28 PM

OFF SITE DEVELOPMENT TRAFFIC

Five off-site approved developments were considered as part of this study at the recommendation of the Lancaster County Planning Office. The TIA's for these developments were provided by Lancaster County. These developments are the Patterson Property, Chateau Ridge, Harrisburg Road Residential, Patterson Reserve, and The Lodges.

Based on a TIA performed by Sprague and Sprague in October 2017, the Patterson Property development proposes 53 signal family homes located on the east side of Harrisburg Road ¼ mile south of Barberville Road. The projected build-out year is 2020. It is expected to generate 47 trips in the AM peak hour and 60 trips in the PM peak hour. The traffic generated by this development was taken directly from the Sprague and Sprague TIA and applied to the study area. No improvements to the roadway network were recommended in this study.

The Chateau Ridge development is proposed on Harrisburg Road south of Barberville Road. A TIA was completed by Kimley Horn and Associates in September 2018 It is a 131 single family home development with a build-out in 2023-2024. It is expected to generate 98 AM peak hour trips, 132 PM peak hour trips, and 1,333 weekday trips. Three proposed drives on Harrisburg Road will provide access to the site. One of these drives is a full access drive and the other two are right in/right out drives. The traffic generated by this development was taken directly from the Kimley Horn TIA and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of an exclusive eastbound (100 feet) right turn lane on Barberville Road at Harrisburg Road.

Based on a TIA performed by Ramey Kemp and Associates in October 2018, the Harrisburg Road Residential development is proposed to consist of 540 single family homes and 235 town houses. The site is to be served by three full access driveways on Harrisburg Road north of the Redwood Apartment Neighborhoods proposed site with full build-out in 2023. It is expected to generate 495 AM peak hour trips, 639 PM peak hour trips, and 6,644 weekday trips. The traffic generated by this development was taken directly from the Ramey Kemp TIA and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of a southbound right turn lane on Harrisburg Road at Regent Parkway, construction a southbound left turn lane (150 feet) on Harrisburg Road at Caroline Acres, extending the eastbound Barberville Road left turn lane at Harrisburg Road to provide 500 feet of storage, extending the southbound left turn lane on Harrisburg Road at Barberville Road to provide 250 feet of storage, construction of a southbound right turn lane (150 feet) on Harrisburg at Barberville Road, and modifying the southbound left turn phase on Harrisburg Road at Barberville Road from permitted to protected/permitted. However, based on a Technical Traffic Memorandum for the Harrisburg Road Residential TIA prepared in December 2018, additional improvements were recommended which included dual eastbound left turn lanes (350 feet of storage) on Barberville Road at Harrisburg Road and constructing a 1000 foot receiving lane on Harrisburg Road north of Barberville Road. Also, the northbound left turn lane on Harrisburg Road at Barberville Road was to be extended to 300 feet.

Another background development is Patterson Preserve which is a proposed for 180 signal family homes. According to the TIA performed by Kimley Horn in February 2019 a projected build-out is in 2024. It is

located in the northwest quadrant of the intersection of Harrisburg Road and Barberville Road. Two access points are proposed; one on Harrisburg Road north of Barberville Road and one on Barberville Road west of Harrisburg Road. This site is proposed to generate 1,786 weekday trips, 133 trips in the AM peak hour, and 179 PM peak hour trips. The traffic generated by this development was taken directly from the Kimley Horn report and applied to the study area. Improvements recommended by this study which will affect traffic in the study area include the construction of a westbound right turn lane (125 feet) on Barberville Road at Harrisburg Road.

The final TIA for a background development included in this study was performed by Kimley Horn in December 2019. The Lodges development is proposed to consist of 329 apartments and 124 townhomes with a projected build-out in 2022. It is located in the northeast quadrant of the intersection of SC 160 and Rosemont Drive. This site is proposed to generate 2,688 weekday trips, 169 trips in the AM peak hour, and 211 PM peak hour trips. The traffic generated by this development was taken directly from the Kimley Horn report and applied to the study area. No improvements were recommended as part of this study that will affect traffic in our study analysis. The off-site development traffic generated by these five developments can be seen in Figure 6.

2025 BACKGROUND TRAFFIC

The 2025 background traffic consists of the 2020 existing traffic plus the historical growth traffic, plus the traffic from the five approved offsite developments. The total background traffic is shown in Figure 7.

SITE TRAFFIC

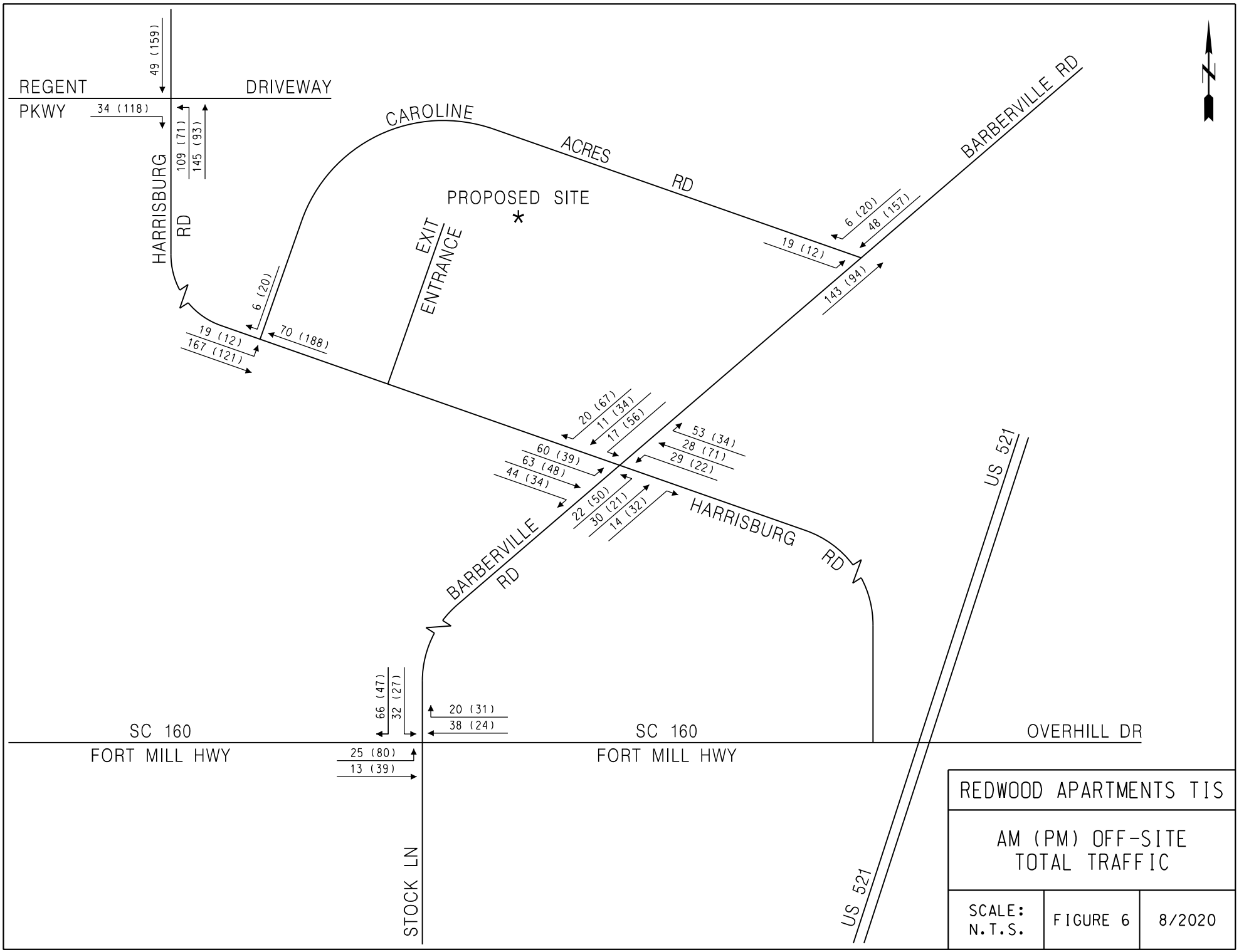
The proposed Redwood Apartment Neighborhoods development will consist of 157 two-bedroom apartments located in 34 buildings. The proposed site is presently an unoccupied wooded area. One full movement and one right-in/right-out access point is proposed on Harrisburg Road. The trips generated by the construction of the proposed development were calculated using the 10th Edition of the ITE Trip Generation Manual and were based on Multifamily Housing – Low Rise (ITE Code 220). The calculations were based on the proposed 157 dwelling units and are shown below. The trips expected to be generated were added to the projected background traffic and distributed throughout the study area.

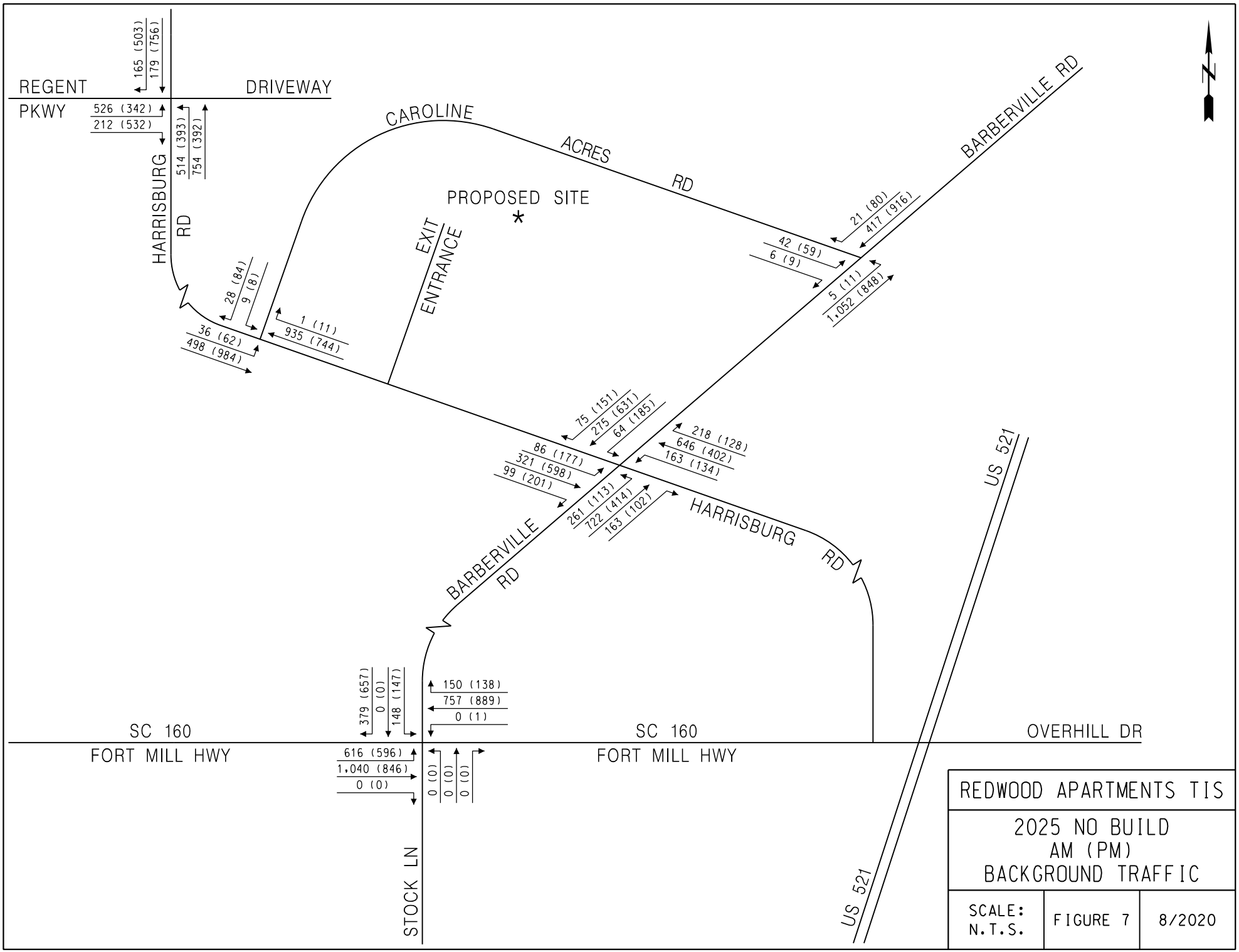
Multifamily Housing Low Rise (ITE Code 220)

AM
Average Rate = 0.46 per dwelling unit
Ln(T) = 0.95Ln(X) - 0.51
T = 73 trips
23% In = 17 trips
77% Out = 56 trips

PM
Average Rate = 0.56 per dwelling unit
Ln(T) = 0.89 Ln(X)-0.02
T = 88 trips
63% In = 55 trips
37% Out = 33 trips

The Site Generation Diagram showing how these trips were distributed is shown in Figure 8. The distribution of the trips generated by the proposed site is shown in Figure 9.


REGENT PKWY
DRIVEWAY
49 (159)
34 (118)
109 (71)
145 (93)
HARRISBURG RD
CAROLINE ACRES RD
BARBERVILLE RD
PROPOSED SITE
EXIT
ENTRANCE
6 (20)
19 (12)
167 (121)
70 (188)
6 (20)
48 (157)
19 (12)
143 (94)
20 (67)
11 (34)
17 (56)
53 (34)
28 (71)
29 (22)
60 (39)
63 (48)
44 (34)
22 (50)
30 (21)
14 (32)
BARBERVILLE RD
HARRISBURG RD
US 521
66 (47)
32 (27)
20 (31)
38 (24)
SC 160
FORT MILL HWY
SC 160
FORT MILL HWY
OVERHILL DR
25 (80)
13 (39)
STOCK LN
US 521
N
REDWOOD APARTMENTS TIS
AM (PM) OFF-SITE
TOTAL TRAFFIC
SCALE:
N.T.S.
FIGURE 6
8/2020

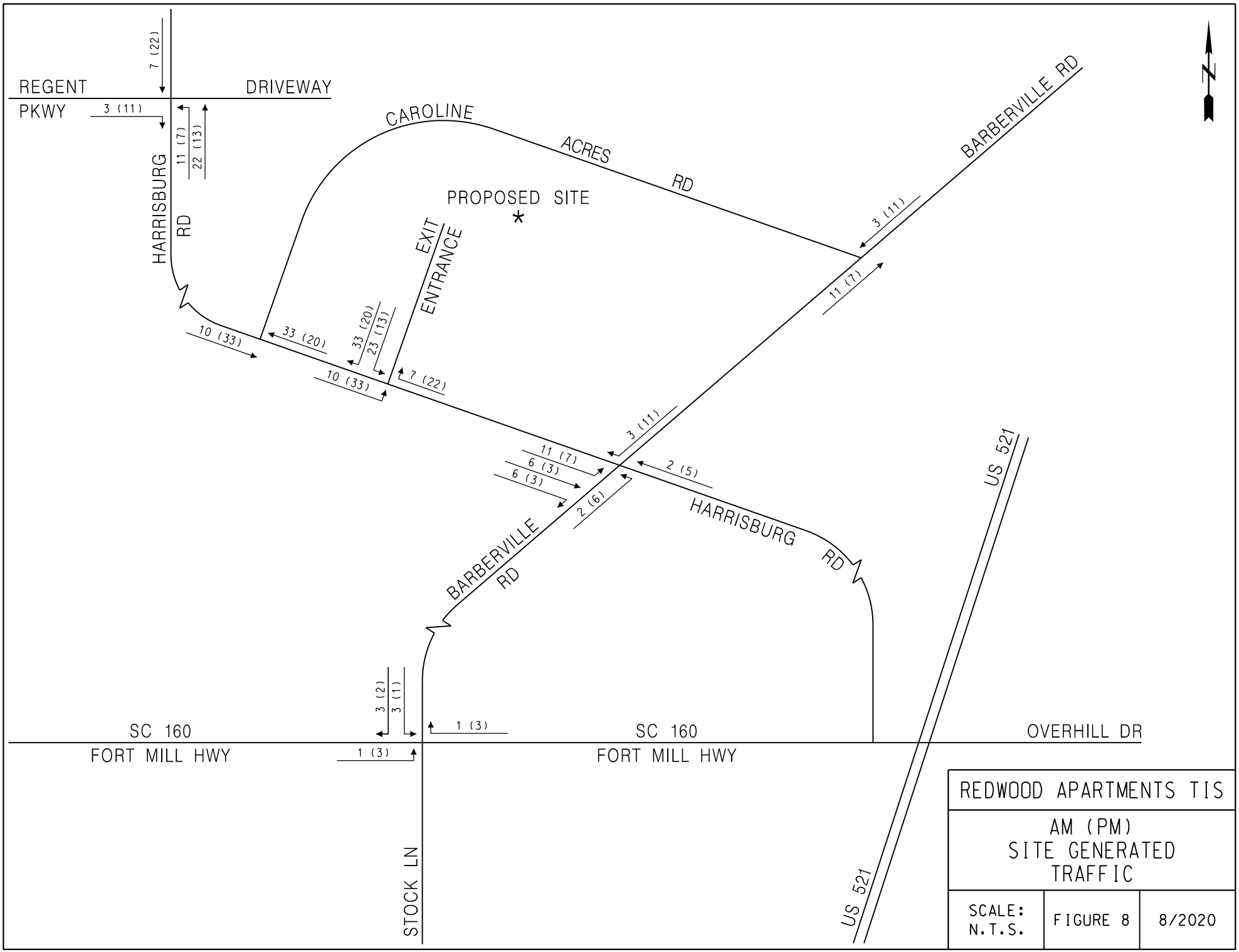


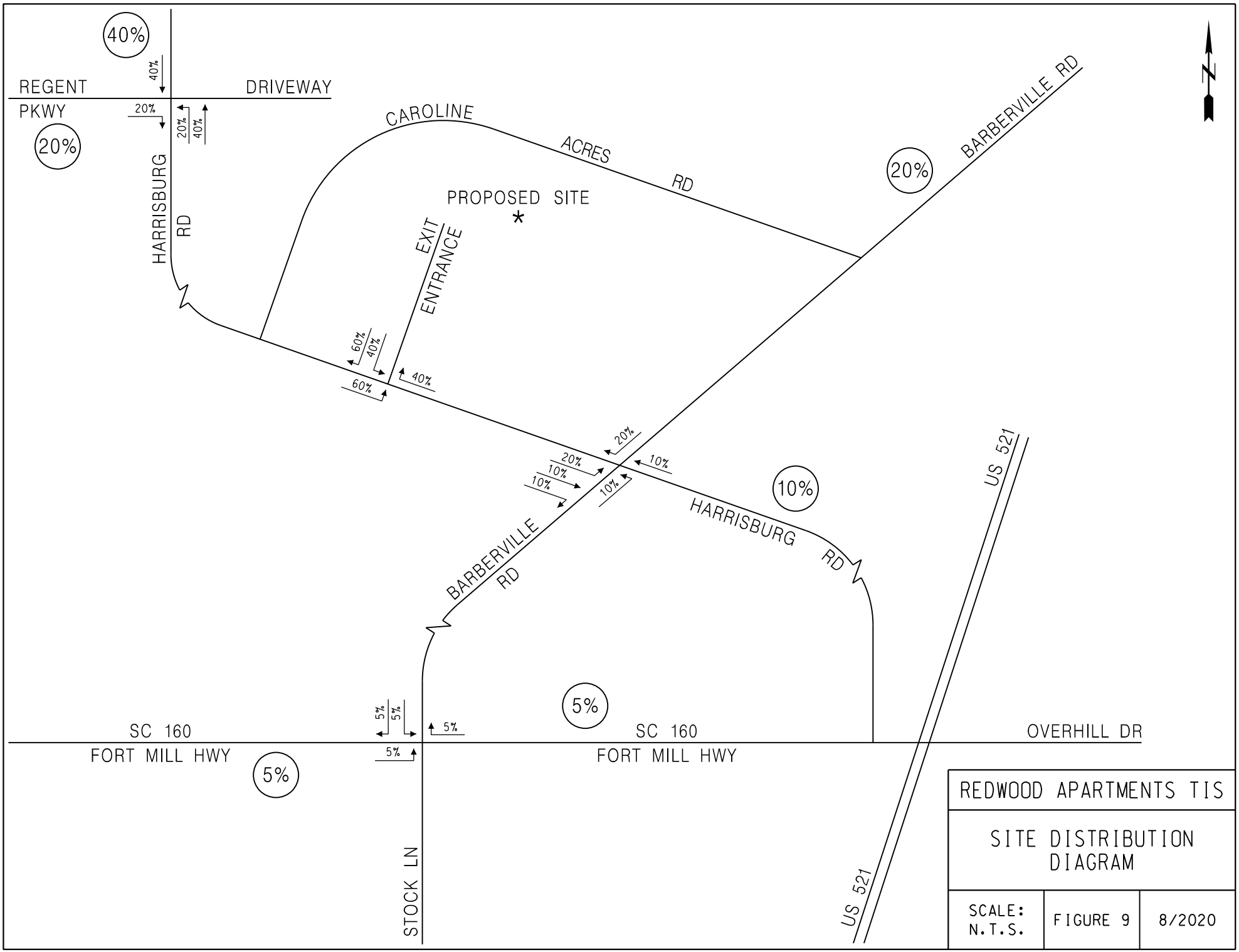
REDWOOD APARTMENTS TIS

2025 NO BUILD
AM (PM)
BACKGROUND TRAFFIC

SCALE: N.T.S.	FIGURE 7	8/2020

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REGENT PKWY
DRIVEWAY
7 (22)
3 (11)
11 (7)
22 (13)
HARRISBURG RD
CAROLINE ACRES RD
BARBERVILLE RD
PROPOSED SITE
*
EXIT
ENTRANCE
3 (11)
11 (7)
10 (33)
33 (20)
33 (20)
23 (13)
10 (33)
7 (22)
3 (11)
11 (7)
6 (3)
6 (3)
2 (5)
2 (6)
HARRISBURG RD
BARBERVILLE RD
US 521
3 (2)
3 (1)
1 (3)
SC 160
FORT MILL HWY
1 (3)
SC 160
FORT MILL HWY
OVERHILL DR
STOCK LN
US 521
REDWOOD APARTMENTS TIS
AM (PM)
SITE GENERATED
TRAFFIC
SCALE: N.T.S.
FIGURE 8
8/2020

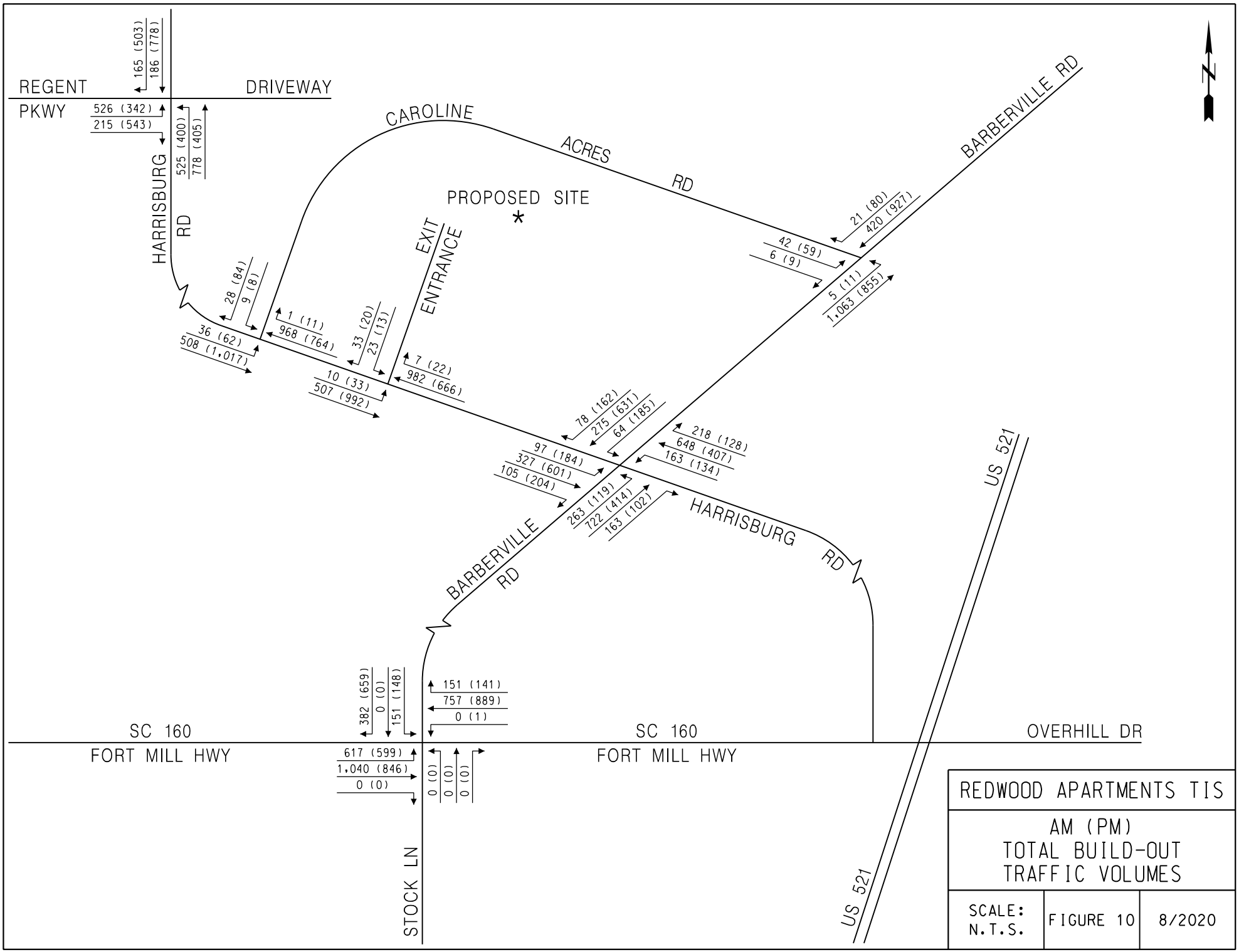


REDWOOD APARTMENTS TIS		
SITE DISTRIBUTION DIAGRAM		
SCALE: N.T.S.	FIGURE 9	8/2020

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Wednesday, August 19, 2020 AT 01:35 PM

2025 TOTAL BUILD-OUT TRAFFIC

The 2025 total build-out traffic is the 2025 No Build (Background) traffic calculated using a 5% growth rate, plus the traffic generated by the build-out of the five proposed, approved off-site developments in the vicinity of the project, plus the traffic projected to be generated by the proposed Redwood Apartment Neighborhoods site at build-out added together. The total 2025 build-out traffic is shown in Figure 10.



REDWOOD APARTMENTS TIS

AM (PM)
TOTAL BUILD-OUT
TRAFFIC VOLUMES

SCALE: N.T.S.	FIGURE 10	8/2020

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CAPACITY ANALYSIS

Synchro 10 was used to analyze the study intersections during the AM and PM peak hour hours. The intersections were analyzed under the 2020 Existing traffic, the 2025 No Build condition, and the 2025 Build-Out traffic conditions to determine the LOS/delay and queues for each intersection. Synchro 10 determined the capacity analyses for each intersection using the methodology from the Highway Capacity Manual (HCM). The analysis of each intersection was used to quantify the impacts of the proposed development on the roadway network.

The analyses determined the LOS (Level of Service) and the delay for each intersection. LOS is a performance measure outlined in the HCM that is used to translate numerical results into a simple A-F system that is based on the average seconds of delay per vehicle entering the intersection. The HCM defines the LOS A through LOS F through the traveler's perspective with LOS A having the best operating conditions (least delay) and LOS F having the worst (most delay). LOS from A-D are usually considered acceptable with LOS of E-F considered unacceptable.

The LOS for a two way, stop controlled (TWSC) intersection is determined by the delay on the stop-controlled approaches during the peak periods of the day. It is typical for the stop-controlled approaches to experience long delays during peak hours. The long delays are more prevalent for left turn movements from the stop-controlled approaches. The higher volume traffic on the major highways usually experience little or no delay since they are not controlled by a stop sign or signal.

The LOS for signalized intersection is measured as the total delay on all the approaches during the peak traffic hours. One movement can experience high delays while the rest of the movements may have little delay resulting in a good overall LOS.

The standards from the Lancaster County UDO Section 6.8.1A requires that all collector and local streets operate at a LOS of C or above and all arterial or higher order streets operate at a LOS of D or above at the build-out of the new development. If these standards are not met, then mitigation improvements to the roadway network should be identified to improve the LOS.

The existing signal timings obtained from the SCDOT were used for all the signalized intersections for the existing conditions. These can be found in the appendix. The signal timings for the 2025 No Build and 2025 Build conditions were optimized by the Synchro software for the analysis.

2020 Existing Traffic Analysis

Tables 2 and 3 show the overall LOS/delay and approach LOS/delay for the 2020 Existing traffic in the AM and PM peak hour for each of the study intersections. In the AM peak hour, all the intersections operate at a LOS of C or better except the Harrisburg Road/Barberville Road intersection which operates at a LOS of E. Of the three signalized intersections during the PM peak hour, Harrisburg Road/Barberville Road and

Harrisburg Road/Regent Parkway operate at a LOS of D while SC 160/Barberville Road operates at a LOS of C. The stop-controlled intersection of Barberville Road/Caroline Acres Road operates at a LOS of D. The Synchro Version 10 Capacity Analysis reports are shown in the Appendix.

2025 NO BUILD AND 2025 BUILD-OUT TRAFFIC ANALYSIS

Tables 2 and 3 display the 2025 No Build and 2025 Build-Out LOS/delay. The Build-Out condition analysis includes improvements to be made by the developer for Redwood Apartment Neighborhoods, as well as improvements to meet LOS C/D.

For the 2025 No Build and Build-Out condition analyzes the following road improvements committed by others were included:

- An exclusive right turn lane (100 feet) for eastbound Barberville Road at Harrisburg Road
- An exclusive right turn lane (300 feet) for southbound Harrisburg Road at Regent Parkway
- An exclusive left turn lane (150 feet) for southbound Harrisburg Road at Caroline Acres Road
- Constructing dual eastbound lanes on the eastbound approach of Barberville Road to Harrisburg Road with 350 feet of storage
- Adding an additional northbound receiving lane (approximately 1000 feet) on Harrisburg Road north of Barberville Road
- Extending the northbound left turn lane on Harrisburg Road at Barberville Road to 300 feet of storage
- Extending the southbound left turn lane on Harrisburg Road at Barberville Road to provide 250 feet of storage
- An exclusive southbound right turn lane (150 feet) on Harrisburg Road at Barberville Road
- An exclusive westbound right turn lane (125 feet) on Barberville Road at Harrisburg Road
- Extend the northbound left turn lane on Harrisburg Road at Regent Parkway to provide 550 feet of storage

In both the 2025 No Build and the 2025 Build Out models the three signalized intersections were modeled with the signal timings optimized. Table 2 and 3 depicts the overall LOS/delay and approach LOS/delay for the projected 2025 No Build and the 2025 Build-Out conditions in the AM and PM peak hour respectively.

The Capacity Analysis reports generated by Synchro 10 software are shown in the Appendix.

Each intersection is discussed in more detail on the following pages.

Table 2. AM Peak Hour HCM Level of Service

Intersection	2020 Existing		2025 No Build		2025 Build-Out		2025 Build-Out Improved LOS C/D	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Harrisburg Road and Barberville Road	E	71.4	F	114.9	F	114.9	C	25.7
Harrisburg Road and Caroline Acres Road	C	19.9*	D	28.5*	D	30.5*	C	20.4*
Barberville Road and Caroline Acres Road	C	21.5*	F	58.5*	F	60.9*	A**	3.0**
SC 160 and Barberville Road	C	30.5	D	54.4	D	55.0	C	24.9
Harrisburg Road and Regent Parkway	C	24.1	C	32.4	C	34.0	B	18.6
Harrisburg Road and Site Access	N/A	N/A	N/A	N/A	E	41.5*	E	41.5*

*Worst approach delay reported

** - Traffic signal installed

2025 Build-Out Improved: Includes the proposed mitigation to be made by the developer.

2025 Build-Out Improved LOS C/D: Includes the identified mitigation to meet the LOS requirements.

Table 3. PM Peak Hour HCM Level of Service

Intersection	2020 Existing		2025 No Build		2025 Build-Out		2025 Build-Out Improved LOS C/D	
	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Harrisburg Road and Barberville Road	D	51.5	E	67.6	E	68.6	C	32.6
Harrisburg Road and Caoline Acres Road	B	19.5*	D	29.5*	D	32.0*	C	17.2*
Barberville Road and Caroline Acres Road	D	31.5*	F	255.1*	F	271.0*	B**	14.2**
SC 160 and Barberville Road	C	33.1	F	93.2	F	95.2	D	47.1
Harrisburg Road and Regent Parkway	D	54.1	D	50.2	D	54.4	C	22.7
Harrisburg Road and Site Access	N/A	N/A	N/A	N/A	E	39.3*	E	39.3*

***** Worst approach delay reported
**Signal installed

2025 Build-Out Improved: Includes the proposed mitigation to be made by the developer.
2025 Build-Out Improved LOS C/D: Includes the identified mitigation to meet the LOS requirements.

HARRISBURG ROAD AND BARBERVILLE ROAD

As shown in Tables 2 and 3, this intersection currently operates at a LOS of E in the AM peak hour and D in the PM peak hour. Under the 2025 No Build condition the intersection is expected to operate at LOS of F in the AM and a LOS E in the PM peak hours. Under the 2025 Build-Out conditions the intersection is projected to continue to operate at a LOS F in the AM and a LOS E in the PM with only slight increases in the overall delay/queue lengths.

Most of the projected delay in the AM peak hour is on the eastbound through movement of Barberville Road and the northbound through movement of Harrisburg Road with both individual approaches operating as a LOS of F. Significant queues are projected along the eastbound and northbound through lanes.

During the PM peak hour period there are significant backups and delay projected on all approaches during both the 2025 No Build and the 2025 Build-Out conditions. Under both conditions, the intersection is projected to operate at a LOS E. With the 2025 Build-Out condition, there is a slight increase in overall delay of 1.0 sec/veh as compared to the 2025 No Build condition.

The guidelines from the Lancaster County UDO state that a major collector should operate at a LOS of C or better at build-out or improvements should be identified to improve the LOS to the standard LOS of a C.

To improve the overall operation to a LOS C the following improvements were identified:

- The construction of an exclusive right turn-turn lane on northbound Harrisburg Road (150 foot storage/100 foot taper.
- The construction of an additional through lane on the Barberville Road approaches.
- The construction of an additional through lane on the Harrisburg Road approaches.

The analysis of the intersection under these conditions yield a LOS/Delay in the AM and PM peak hours of C/25.7 and C/32.6. The construction of the additional through lanes would necessitate the construction of an additional receiving lane on each departure.

The Redwood Apartment Neighborhoods development is not projected to increase the number of right turn motorists on the northbound Harrisburg Road approach nor significantly increase the delay on the other approaches from the projected 2025 No Build traffic, therefore it is recommended that these improvements not be made by the developer. In the meantime, it is recommended that signal timing adjustments be made as the traffic volumes increase in the future.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND CAROLINE ACRES ROAD

This intersection operates as at a LOS C under the existing 2020 AM conditions and PM conditions peak hour conditions. Under the 2025 No Build conditions it is expected to operate at a LOS D under both the

AM and PM peak periods. For the 2025 Build-Out conditions it is expected to continue to operate at a LOS D with a 2.0 second increase in delay in the AM and a 2.5 second increase in the PM. The Redwood Apartment Neighborhoods development is not projected to add any traffic to the Caroline Acres approach and only projected to make up 2.8% of the 2025 AM Build-Out traffic and 2.7% of the 2025 PM Build-Out traffic on Harrisburg Road.

Based on the low projected increase in delay and the low impact the development has on this intersection, no mitigation improvements are recommended at this intersection to be constructed by the development.

To comply with the Lancaster County guidelines, mitigation improvements should be identified to bring this major collector to a LOS C or better. The installation of a right turn lane on northbound Harrisburg Road at this intersection does not improve the LOS since there are few right turn motorists on northbound Harrisburg Road. The installation of a stop and go traffic signal was considered but ultimately vetoed due to the relatively low volume of traffic on Caroline Acres Road. Furthermore, a traffic signal would likely decrease the delay for the Caroline Acres approach but would greatly increase the overall delay at the intersection.

To improve the LOS of the intersection to a C or better the following improvement was identified:

- Construct an additional through lane on both approaches of Harrisburg Road.

The analysis of the intersection under the conditions of adding an additional through lane on Harrisburg Road yielded a LOS/Delay of C/20.4 during the AM Peak Hour and C/17.2 during the PM peak hour. The addition of the through lane would require the addition of a receiving lane at the intersection. The approach LOS, delay and queues for each movement can be found in the appendix.

BARBERSVILLE ROAD AND CAROLINE ACRES ROAD

This intersection operates as at a LOS C under the existing 2020 AM conditions and a LOS D under the PM conditions. Under the 2025 No Build conditions it is expected to operate at a LOS F under both the AM and PM peak periods. The projected delay for the AM and PM periods is 58.5 seconds and 255.1 seconds. Under the 2025 Build-Out conditions the projected LOS remains at F but the increase in the projected delay in the AM and PM periods is only 2.4 seconds and 15.9 seconds respectively. The Redwood Apartment Neighborhoods development is not projected to add any traffic to the Caroline Acres approach and only projected to make up less than 1% of the 2025 AM Build-Out traffic and 2025 PM Build-Out traffic on Harrisburg Road.

Based on the low projected increase in delay and the low impact the development has on this intersection, no mitigation improvements are recommended at this intersection to be constructed by the development.

To comply with the Lancaster County guidelines, mitigation improvements should be identified to bring this major collector to a LOS C or better. The installation of a right turn lane on westbound Barberville Road at this intersection does not improve the LOS since there are few right turn motorists on westbound Barberville Road.

To improve the LOS of the intersection following improvement was identified:

- Construct an additional through lane on both approaches of Barberville Road.
- Construct a left turn lane on the eastbound approach of Barberville Road
- Install a traffic signal at this intersection

The additional through lanes and left turn lane on Barberville Road combined with the installation of a traffic signal improve the LOS/Delay at this intersection to A/3.0 in the AM peak hour and B/14.2 in the PM peak hour. Even though the traffic signal improves the LOS at the intersection, the signal may not be warranted since the volume on the Carolina Acres Road approach is 48 during the AM peak hour and 68 during the PM peak hour and that includes right turn motorists also.

The addition of the through lane would require the addition of a receiving lane at the intersection. The approach LOS, delay and queues for each movement can be found in the appendix.

SC 160 AND BARBERVILLE ROAD

Tables 2 and 3 show the LOS/Delay for the intersection of SC 160 and Barberville Road. As shown in the table, this intersection operates at a LOS C under the 2020 existing AM and PM peak hour conditions.

Under the 2025 No Build and 2025 Build-Out conditions, the intersection is expected to operate overall at LOS D in the AM peak hour and a LOS F in the PM peak hour. During the AM peak hour period the eastbound SC 160 approach lanes are projected to experience the most delay/queues. This is mainly because of the projected heavy volume of left turn motorists from eastbound SC 160 conflicting with the heavy volume of westbound SC 160 motorists. During the PM peak hour, all approaches are expected to experience significant delay/queues. The projected increase in the average delay at this intersection from the 2025 No Build condition to the 2025 Build-Out condition of the Redwood Apartment Neighborhoods during the AM peak hour is from 54.4 seconds to 55.0 second. During the PM period the increase is from 93.2 seconds to 95.2 seconds. Both increases attributed to the Redwood Apartment Neighborhoods site would be considered minimal.

According to the Lancaster County UDO guidelines, a major arterial highway should operate a LOS D or better at build-out of the proposed development or mitigation improvements should be identified to improve the roadway network operation.

To provide a LOS D to comply with the Lancaster County UDO guidelines, the following improvement was identified:

- Provide an additional through lane on the SC 160 approaches.

The construction of the additional through lanes improves the AM LOS/Delay to C/24.9 and in the PM to D/47.1. The additional through lanes would require the construction of additional receiving lanes on SC 160.

To further improve the LOS at this intersection, another additional improvement was identified but not modeled:

- Provide a double left turn from eastbound SC 160 onto Barberville Road.

Since the Redwood Apartment Neighborhood does not change the overall LOS of the intersection and only causes minor increases in the overall delay from the No Build condition, no mitigation improvements to be completed by this development are recommended at this intersection.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND REGENT PARKWAY

Table 2 and 3 show the LOS/Delay for the intersection of Harrisburg Road and Regent Parkway. This intersection operates at a LOS C under the 2020 existing AM period and LOS D during the 2020 existing PM period.

Under the 2025 No Build and 2025 Build-Out conditions, the intersection is expected to operate overall at LOS C during the AM peak hour. Under the 2025 No Build PM peak hour, the intersection is projected to operate under a LOS D and a LOS E for the 2025 Build-Out condition. During the PM peak hour for both the 2025 No Build and the 2025 Build-Out conditions, all approaches experience significant delay/queues, however the projected increase in the overall delay between the two conditions is minor. The increase in the projected delay between the 2025 AM No Build and the 2025 AM Build condition is only 1.6 seconds. The increase between the PM peak hour delay is only 4.2 seconds.

To comply with the Lancaster County UDO guidelines, mitigation improvements must be identified on major collector roads whose LOS is less than a C.

The following mitigation improvements were identified to bring the LOS of the intersection up to a C:

- Provide an additional southbound through lane on Harrisburg Road.
- Provide a double left turn from Regent Parkway onto northbound Harrisburg Road.

The construction of these lanes would require the addition of receiving lanes. These mitigation improvements improved the AM LOS/Delay to B/18.6 and the PM to C/22.7.

Since the Redwood Apartment Neighborhood does not change the overall LOS of the intersection and only causes minor increases in the overall delay from the 2025 No Build condition, no mitigation improvements to be completed by this development are recommended at this intersection.

The approach LOS, delay and queues for each movement can be found in the appendix.

HARRISBURG ROAD AND SITE ACCESS

The analysis of the intersection of Harrisburg Road and the Site Access drive was made assuming the construction of a left turn on southbound Harrisburg Road into the development. The Site Access drive is projected to operate at a LOS/Delay of E/41.5 in the AM Build-Out condition and E/39.3 in the PM Build-Out condition. The approach LOS, delay and queues for each movement can be found in the appendix.

AUXILLARY TURN LANE WARRANTS

To determine if left or right turn lanes were needed at the two site access points, the guidance provided in the SCDOT Access and Roadside Management Standard (ARMS) manual and the March 2017 edition of the SCDOT Roadway Design Manual was used. Chapter 9 of the Roadway Design Manual provides turn lane warrant analysis graphs to aid in the determination. The graphs use the roadway volumes, turn lane volume, and design speed of the roadway in the analysis.

Using these graphs in the warrant analyses, a left turn lane on Harrisburg Road is warranted on southbound Harrisburg Road at the site access point. The right turn lanes at the site access point is not warranted. The warrant analyses graphs and calculations are shown in the Appendix.

RECOMMENDATIONS AND CONCLUSIONS

This report analyzed the potential impacts to the roadway network caused by the traffic generated by the proposed Redwood Apartment Neighborhoods development located on Harrisburg Road just north of Barberville Road. Recommended improvements to be made by the developer are summarized below.

Harrisburg Road and Site Access

- Construct a left turn lane on southbound Harrisburg Road into the site access. The turn lane should provide 150 feet of storage.
- Construction of an emergency access point on Harrisburg Road for emergency vehicle access only. The emergency access would be on Harrisburg Road just east of the Site Access drive.

General

- Since the SCDOT maintains the signal timings at the intersections with traffic signals included in this report, timing adjustments should be considered as conditions change on the roadway network in the future.

All improvements on the state roadway network system are subject to approval by the SCDOT and Lancaster County. All improvements on the state system should be permitted, designed, and constructed in conformity with the standards of the SCDOT and Lancaster County.



Redwood
APARTMENT NEIGHBORHOODS

Indian Land, SC
Lancaster County Planning Department
December 2020

Who is Redwood?

- Single-story, low density apartment neighborhoods
- Over 13,000 dwellings owned & managed across footprint
- 98% leased portfolio
- Based in Independence, OH
- Resident focused
- Community oriented
- 24/7 on-site professional management



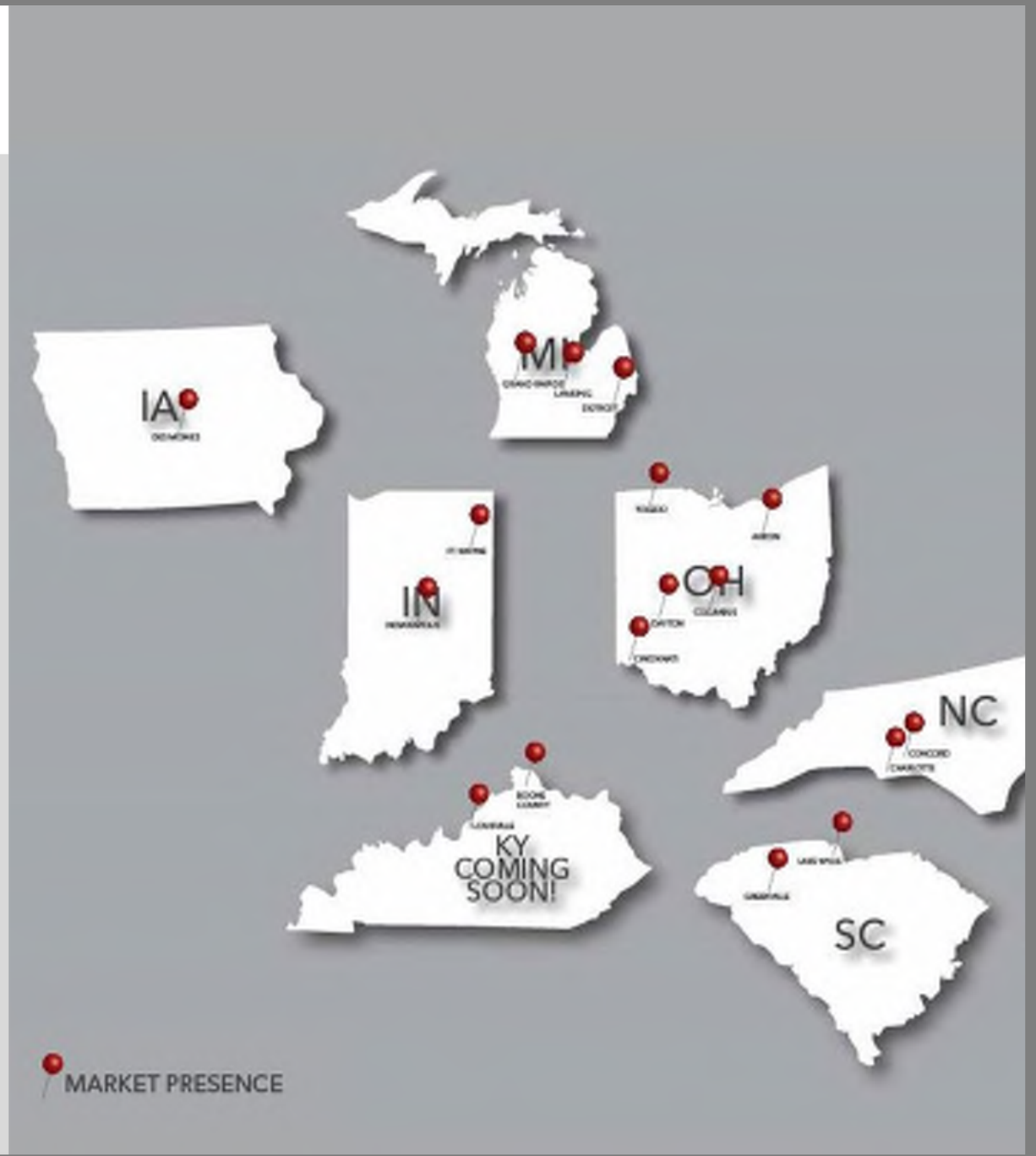




Where do we build?

THE CAROLINAS

- Charlotte
- Monroe
- Concord
- Kannapolis
- Lake Wylie
- Greenville \ Spartanburg



Who lives here?

- Empty nesters
- Young professionals
- $1,500 - $2,000 range of rent
- Those desiring a maintenance free lifestyle
- Applicants required to submit credit and background checks



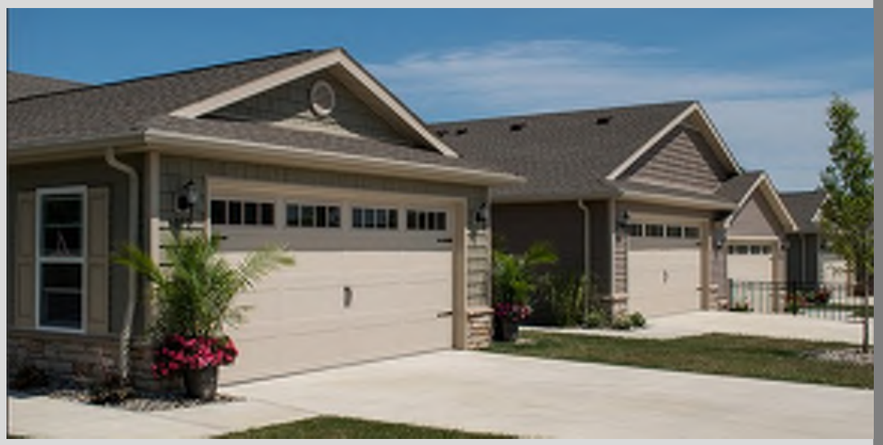


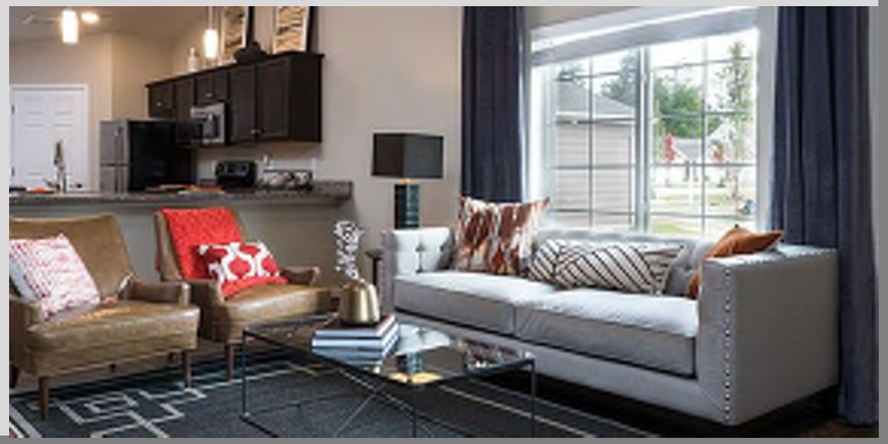


What do we build?

- Distinctive, open floor plans: 2 bedroom/2 bath
- Private, attached, 2 car garages with direct entry
- Single story, no one lives above or below
- Extensive landscaping
- Stone & shake siding accents
- Zero clearance thresholds
- Vaulted ceilings
- Personal outdoor patio
- Eat-in kitchens with walk in pantry
- Full size washer and dryer connections
- Private, low-speed streets



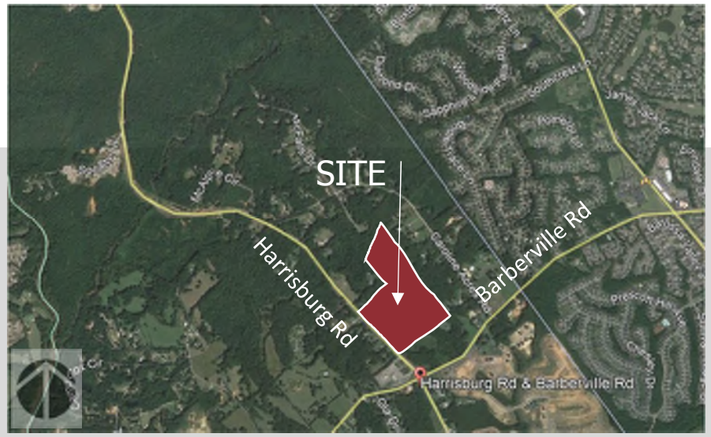




Redwood
APARTMENT NEIGHBORHOODS

The *Site*

- 37.45 acres site total
- Presently vacant and undeveloped
- Current zoning: LDR
- Convenient access from both Harrisburg and Barberville Roads.

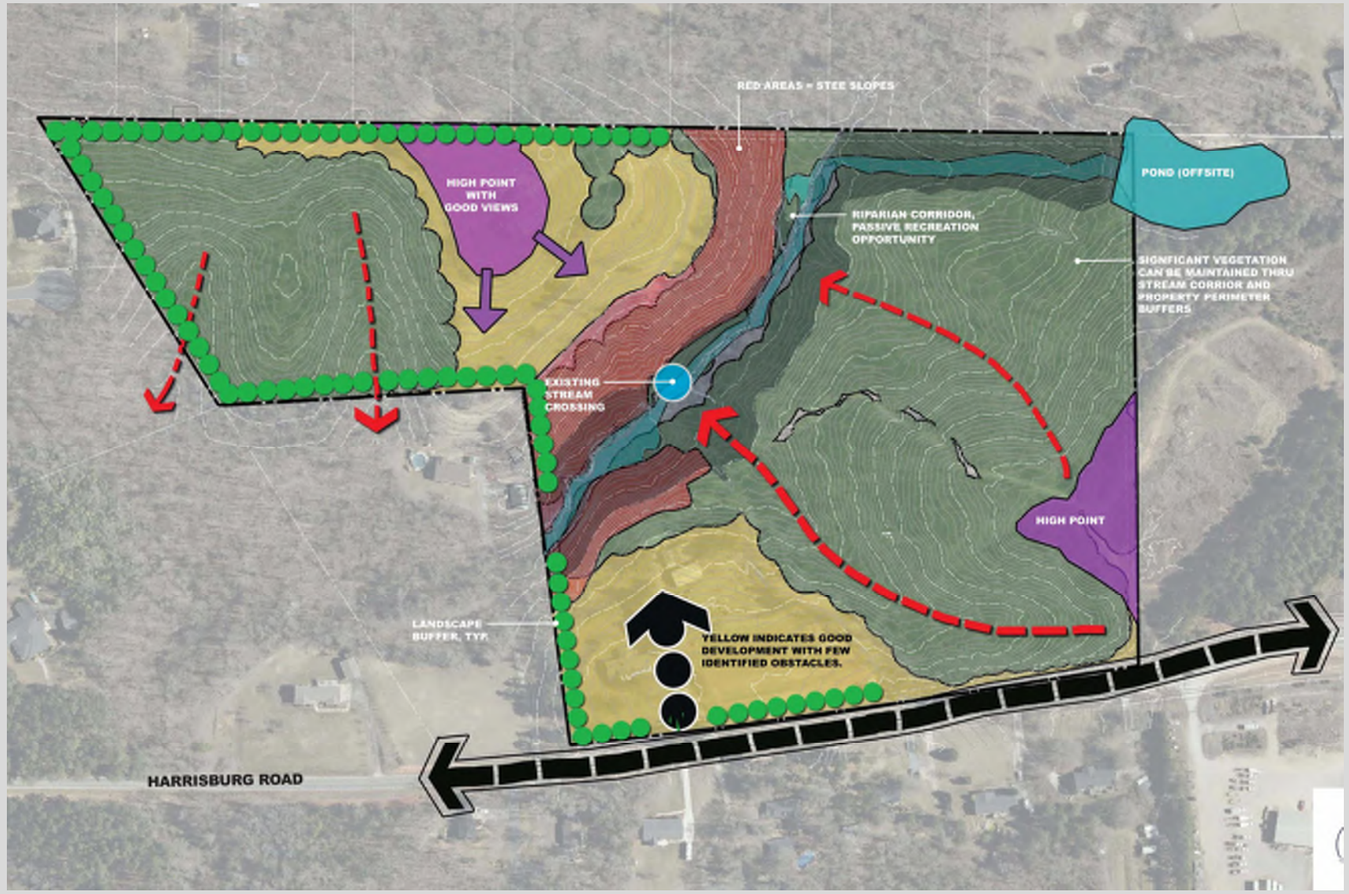




Site *Analysis*

OPPORTUNITIES

- A lot of topography = good drainage
- Stream corridor to provide good natural amenity for passive recreation.
- Existing vegetation to be preserved for site buffering.
- Good visibility and frontage at site access



Proposed *Site Plan*

- Proposed Zone: PB/MF
- 155 dwellings projected
- +\- 4.14 dwelling per acre density
- Multiple dwelling types proposed
- Leasing office | maintenance bldg.
- Generous trail network, trailhead, and overlook.
- Significant tree save



Redwood
APARTMENT NEIGHBORHOODS

Architecture - *Exterior*

- Stone accents on buildings
- 2x6 exterior walls, filled with R-19 Batt insulation
- Varied color siding and shake accent panels
- Lifetime dimensional shingles
- Energy Star certified windows
- Individual driveway to garages, no ribbon parking lots
- Carriage style garage doors with windowed panels
- Personal outdoor patio spaces







Redwood
APARTMENT NEIGHBORHOODS

Architecture - *Exterior*



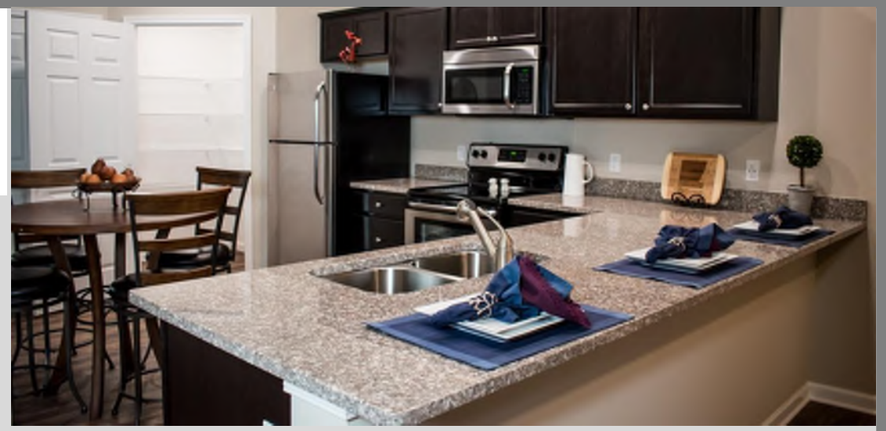


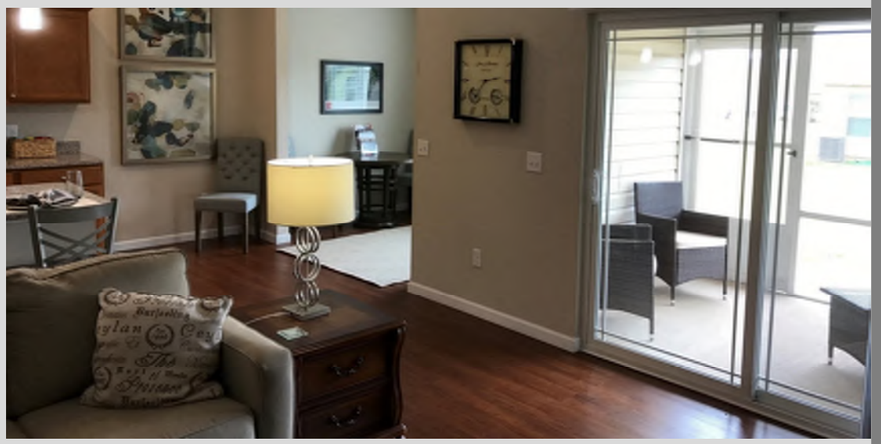


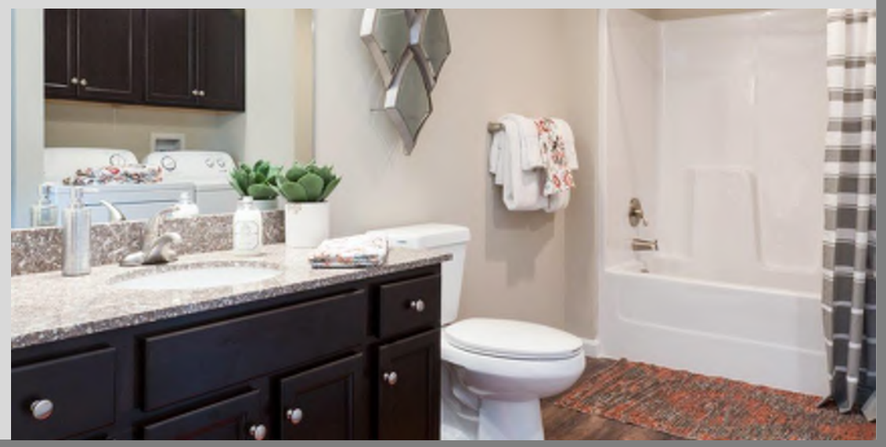


Architecture - *Interior*

- 2 bedroom, 2 full bath, den area
- Vaulted ceilings, quality finishes, open floor plans with waterproof LVT (Luxury Vinyl Tile)
- Energy efficiency certified throughout dwelling including high efficiency furnace
- Walk-in closets and kitchen pantry
- Granite countertops in kitchen and baths
- Large eat-in kitchens with stainless steel appliances
- LED lighting throughout each dwelling
- Full size washer and dryer connections
- Smoke-free apartments

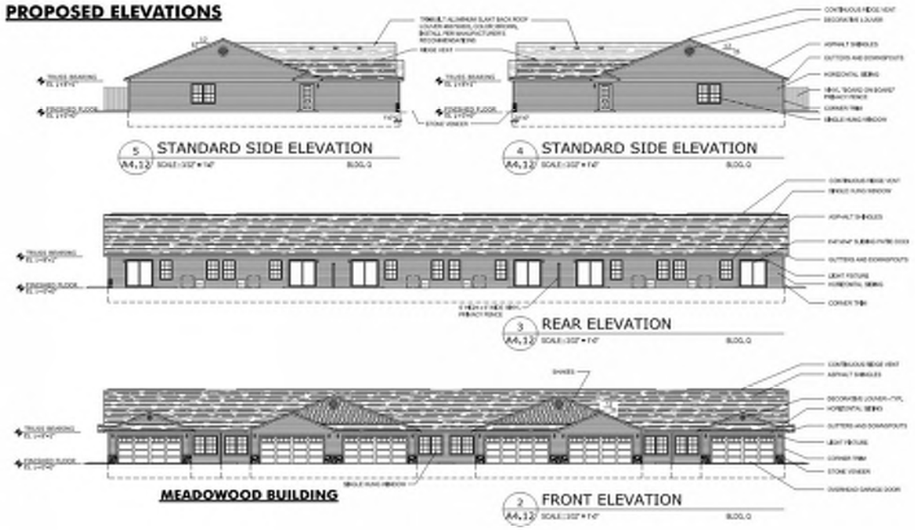




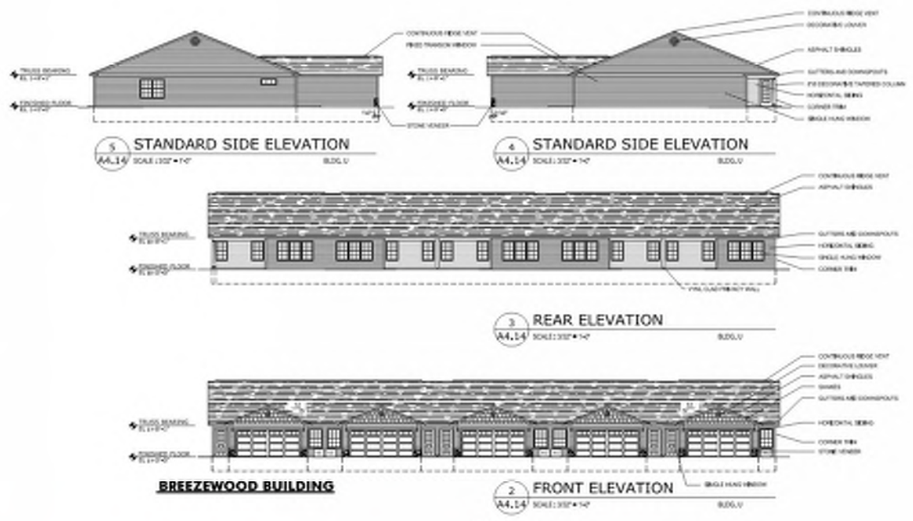


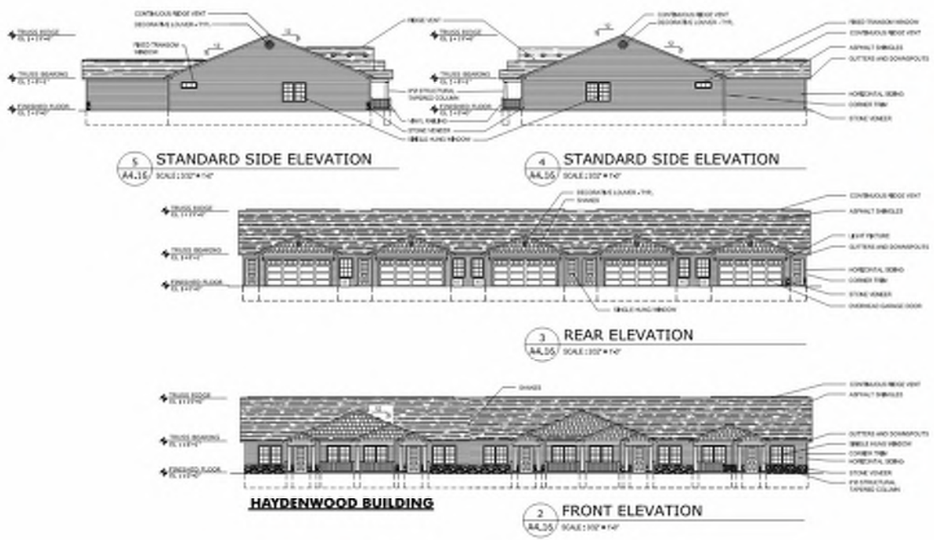
Redwood
APARTMENT NEIGHBORHOODS

PROPOSED ELEVATIONS









EXTERIOR FINISH MATERIAL SELECTIONS			
	ITEM	MATERIAL/STYLE	COLOR
1	DECORATIVE LOUVER	VINYL	WHITE
2	ASPHALT SHINGLES	DIMENSIONAL 30 YEAR LAMINATED	WEATHERED WOOD
3	GUTTERS AND DOWNSPOUTS	PREFINISHED ALUMINUM	WHITE
4	HORIZONTAL SIDING	VINYL	VARIES (SEE PAGE 19)
5	SHAKE SIDING	VINYL	VARIES (SEE PAGE 19)
6	CORNER TRIM	VINYL	WHITE
7	STONE VENEER	PRESTIGE	OHIO WHITE VEIN
8	OVERHEAD GARAGE DOOR	RAISED PANEL PAN/ STEEL	WHITE
9	SINGLE HUNG WINDOW	VINYL	STANDARD WHITE
10	SLIDING PATIO DOOR	VINYL	WHITE
11	COACH LIGHT	METAL & GLASS	BLACK
12	COLUMN	VINYL	WHITE
13	LOUVER	ALUMINUM	BROWN
14	PRIVACY FENCE	VINYL	WHITE

ARCHITECTURAL MATERIALS



SIDING COLORS - BY NORANDEX



NOTES:
1. BUILDING FRONT SIDING COLORS WILL VARY BETWEEN THE ABOVE 3 OPTIONS
2. SHAKES BY FOUNDRY SPECIALTY SIDING - TO MATCH SIDING COLORS

AS BUILT ARCHITECTURAL EXAMPLES



Redwood APARTMENT NEIGHBORHOODS

Redwood
APARTMENT NEIGHBORHOODS

Peace, Quiet, Comfort



INDIAN LAND, SC | ILLUSTRATIVE SITE PLAN | NOVEMBRER 15

BOHLER

Redwood
APARTMENT NEIGHBORHOODS

CAROLINA GATEWAY

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

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Council will conduct a public hearing on Monday, March 22, 2021. The hearing will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-020-2648: Application by Redwood USA, LLC, to amend Unified Development Ordinance Section 5.2.3, Dwelling – Three Family (Triplex) and Four Family (Quadraplex); Section 7.2.3, Permitted Parking Locations; and Section 7.2.4, Off-Street Parking and Loading Requirements, to modify how Three Family (Triplex) and Four Family (Quadraplex) Dwellings may be developed. This application is associated with the companion Development Agreement DA-020-2650 and Zoning Map Amendment RZ-020-2650.
2. RZ-020-2650: Application by Redwood USA, LLC, to rezone approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14) from Low Density Residential (LDR) to Professional Business (PB). This application is associated with the companion Development Agreement DA-020-2650 and Text Amendment UDO-TA-020-2648.
3. DA-020-2650: Application by Redwood USA, LLC, to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 155-unit (4.14 dwelling units per acre), three-family (triplex) and four-family (quadraplex) apartment development located on approximately 37.45 acres of land on the east side of Harrisburg Road, approximately 500 feet west of Barberville Road (TM #'s 0003-00-040.01, 0003-00-040.07 and 0003-00-040.14). This application is associated with the companion Zoning Map Amendment RZ-020-2650 and Text Amendment UDO-TA-020-2648.
4. UDO-TA-020-2578: Application by Michael D. Wright, Savage, Royall & Sheheen, LLP, to amend Unified Development Ordinance Section 2.5.3, Use Table, Section 5.9, Industry/Wholesale/Storage Uses, and 10.3, Definitions, Use Type, to create and allow for the Landfill – Class One Composting Facility use in the Heavy Industrial (HI) District as a Special Exception and provide for use specific standards.

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

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

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Notice was published in CAROLINA
3, 2021

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otary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1718
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
The Indian Land Recreation Center and an adjacent parcel of real property owned by E&B of Indian Land, LLC ("E&B") are both being improved and certain easement grants are required by each party in favor of the other party in order to facilitate development of each parcel.

The Reciprocal Easement Agreement ("REA") is attached as an exhibit to the ordinance and details the proposed easement grants by the parties.

Points to Consider:
The REA sets forth the easement grants by each party. County staff has been substantively involved in reviewing the site plans for each property and staff has collaborated with the County design professionals and the E&B design professionals to minimize the impact of the encumbrances on each property.

E&B will be constructing a sewer upgrade to serve its property. E&B will also be constructing a water line extension to serve both properties with County reimbursing E&B 50% percent of the cost of the water line extension. The reimbursement is exempt form the procurement process.

Funding and Liability Factors:
N/A for the REA.

County will reimburse E&B 50% percent of the cost of the waterline extension. The reimbursement is exempt form the procurement process.

Council Options:
To approve or deny the grant of easements to E&B and receipt of easements from E&B that are necessary for the development of both the Indian Land Recreation Center and the adjacent parcel owned by E&B.

Recommendation:
Approval of the REA by passage of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1718	3/17/2021	Ordinance
Exhibit A to Ordinance 2021-1718 - Reciprocal Easement Agreement	3/1/2021	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021- 1718**
COUNTY OF LANCASTER)

AN ORDINANCE APPROVING A RECIPROCAL EASEMENT AGREEMENT BETWEEN LANCASTER COUNTY AND E&B OF INDIAN LAND, LLC

WHEREAS, Lancaster County's Indian Land Recreation Center and an adjacent parcel of real property owned by E&B of Indian Land, LLC ("E&B") are both currently scheduled for improvement projects and certain easement grants are required by each party in favor of the other party to facilitate development of each parcel or real property.

WHEREAS, the easement grants required by each party were arrived at after careful consideration and planning by independent design professionals hired by Lancaster County and independent design professionals hired by E&B so that the impact of the easement grants upon each project was minimized.

WHEREAS, the easements are set forth in the Reciprocal Easement Agreement ("REA") attached as Exhibit A to this ordinance.

WHEREAS, without the reciprocal easements proposed in the REA both Lancaster County and E&B would be faced with great practical difficulty and expense, and possible impossibility, in completing the contemplated improvement projects.

WHEREAS, the easement grants contained in the REA are mutually beneficial to Lancaster County and E&B and sound land use planning principles advocate for approval of the REA.

WHEREAS, the action of approving the REA represents an important and necessary governmental function.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Approval of Reciprocal Easement Agreement.

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

Section 3. Authority to act.

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

Section 4. Severability.

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

Section 5. Conflicting provisions.

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

Section 6. Effective date.

This ordinance is effective upon Third Reading.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Steve Harper, Chairman
Lancaster County Council

By:_____
Billy Mosteller, Secretary
Lancaster County Council

(SEAL)
ATTEST:

_____
Sherrie Simpson, Clerk to Council
Lancaster County Council

First Reading:	March 8, 2021
Public Hearing:	March 17, 2021
Second Reading:	March 22, 2021
Third Reading:	April 12, 2021

Approved as to form:

_____
John K. DuBose, III, County Attorney

Drawn by and after recording mail to:
Brockmann Law (jtl)
17250 Lancaster Highway, Suite 608
Charlotte, NC 28277

STATE OF SOUTH CAROLINA

RECIPROCAL EASEMENT AGREEMENT

COUNTY OF LANCASTER

THIS RECIPROCAL EASEMENT AGREEMENT (this "**REA**") is made and entered into as of the _____day of February 2021, by and between **E&B OF INDIAN LAND, LLC**, a South Carolina limited liability company ("**Developer**"), and **LANCASTER COUNTY, SOUTH CAROLINA**, a body corporate and politic and a subdivision of the State of South Carolina ("**County**").

RECITALS

A. **WHEREAS**, Developer is the owner of that certain +/- 1.77 acre parcel of land located off of U.S Highway 521, Indian Land, South Carolina, designated as TMS 0013-00-048.04 and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Tract 1**").

B. **WHEREAS**, County is the owner of (i) that certain +/- 2.62 acre parcel of land located off of U.S Highway 521, Indian Land, South Carolina, designated as TMS 0013-00-047.01 ("**Tract 2**"), and (ii) that certain +/- 7.0 parcel of land located in Indian Land, South Carolina, designated as TMS 0013-00-048.01 ("**Tract 3**"), as the same are more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference. Each owner of fee simple title to any portion of Tract 1, Tract 2 and Tract 3 is referred to in this REA as an "**Owner**". Tract 1, Tract 2 and Tract 3 are collectively referred to herein as the "**Tracts**".

C. **WHEREAS**, Developer has leased Tract 1 to Goodwill Industries of the Southern Piedmont, Inc. (together with its successors and assigns, "**Tenant**") under that certain Lease dated November 30, 2020 (the "**Tenant Lease**") in order for Tenant to operate a Goodwill Store and for other purposes permitted pursuant to such lease.

D. **WHEREAS**, conditions for development of Tract 1 include: (i) the design, construction, operation and maintenance of an engineered waterline extension from TMS 0013-00-047.03 (the "Quiktrip Parcel") across Tract 2 for the benefit of Tract 1 and Tract 2 (the "Water Line Extension"); (ii) the design, construction, operation and maintenance of a sewer line upgrade from EX-MH 2 to the north to EX-MH

(Grate 642.46/INV out 628.86) for the benefit of Tract 1 (the "Sewer Line Upgrade"); (iii) the design, and construction of a Stormwater conveyance pipe on Tract 3 property adjacent to the Northeast boundary of Tract 1 for the benefit of Tract 3 (the "Stormwater Control Measure"); (iv) an easement for the purpose of pedestrian access for the benefit of the Tracts; (v) the assumption by Developer and County of certain specified maintenance and repair responsibilities; and

E. **WHEREAS**, Developer and County desire to declare and establish certain easements and other declarations and agreements for the benefit of the Tracts.

NOW, THEREFORE, in consideration of the Recitals, the mutual grants and consents set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and County hereby agree as follows:

1. Easement Grants by County. County, for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Developer, its respective successors, assigns, the following easements (collectively, the "**County Easements**"):

a. Utility Easements. A perpetual, non-exclusive easement over, under, through and across the Tract 2 and Tract 3 for the purpose of access to the electrical, sanitary sewer, domestic-potable and fire hydrant water, gas and other like public and private utility systems, and the lines, swales, pipes, wires, conduits, poles, transformers, pads, tanks, cisterns, manholes and other related equipment and materials comprising said systems as more particularly shown on that certain Utility Plan C650 drawing dated February _____, 2021 and entitled "Indian Land Recreation Center Water and Sewer Extension" prepared by ADC Engineering, a copy of which is attached hereto as **Exhibit B** and incorporated herein (the "**Utility Plan**").

b. Access Easement. A perpetual, non-exclusive easement for the benefit of the Owners of the Tracts, their respective Occupants (as hereafter defined) and Permittees (as hereafter defined), for the purpose of pedestrian access, ingress and egress, over, under, through and across the access ways, and other access improvements as more particularly shown on that certain Grading and Drainage Plan C400 drawing dated February ____, 2021 and entitled "Goodwill – Indian Land" prepared by Burton Engineering, a copy of which is attached hereto as **Exhibit C** and incorporated herein (the "**Grading and Drainage Plan**"). It is expressly understood that all Tracts must "self-park" (*i.e.*, no cross-parking easements are granted pursuant to this REA). For purposes of this REA, (i) the term "**Occupant**" means any tenant (including, without limitation, Tenant), occupant or permitted person occupying a Tract under a written lease or license with an Owner; and (ii) the term "**Permittee**" and "**Permittees**" means all Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of the Owners and Occupants.

c. Temporary Construction Easement. A temporary nonexclusive easement over, through, under, above and across Tract 2 and Tract 3 in all areas which are generally adjacent to Tract 1 and otherwise reasonably necessary for Developer's development of Tract 1, including but not limited to, access purposes and for purposes of staging and otherwise conducting all construction and related work reasonably required to excavate, grade, construct and develop Tract 1 (the "Developer Temporary Construction Easement"). The Developer Temporary Construction Easement herein granted is temporary and shall terminate without need for action of either party hereto upon the earlier of (i) final acceptance of all improvements contemplated herein for maintenance by the applicable Governmental Authorities or utility authorities, or (ii) December 31, 2021. Developer agrees to store its construction materials and utilize the temporary construction easement in a manner that will not unreasonably interfere with or delay County's development of Tract 2 and Tract 3.

2. Easement Grants by Developer. Developer, for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to County (and its successors, assigns, employees, agents, consultants and contractors, as the case may be), for its benefit and for the benefit of the Tracts and to facilitate development and utilization of the Tracts the following easements (collectively, the "**Developer Easements**"):

a. Utility Easements. A perpetual, non-exclusive easement over, under, through and across a limited portion of Tract 1 for the purpose of access to the electrical, sanitary sewer, domestic-potable and fire hydrant water, gas and other like public and private utility systems, and the lines, swales, pipes, wires, conduits, and other related equipment and materials comprising said systems as more particularly shown on the Utility Plan.

b. Temporary Construction Easement. Developer hereby grants, sells, bargains and conveys to County (and its successors, assigns, employees, agents, consultants and contractors, as the case may be), for its benefit and for the benefit of the Tracts and to facilitate development of Tract 1 and the installation of the Easements, a temporary nonexclusive easement over, through, under, above and across Tract 1 in all areas which are generally adjacent to Tracts 2 & 3 and otherwise reasonably necessary for the installation of the Easements, for access purposes and for purposes of staging and otherwise conducting all construction and related work reasonably required to excavate, grade, construct and install the Easements and otherwise in conjunction with work related to the installation of the Easements (the "County Temporary Construction Easement"). The County Temporary Construction Easement herein granted is temporary and shall terminate without need for action of either party hereto upon the earlier of (i) final acceptance of all improvements contemplated herein for maintenance by the applicable Governmental Authorities or utility authorities, or (ii) December 31, 2021. County agrees to store its construction materials and utilize the temporary construction easement in a manner that will not unreasonably interfere with or delay Developer's development of Tract 1.

c. Access Easement. A perpetual, non-exclusive easement for the benefit of the Owners of the Tracts, their respective Occupants (as hereafter defined) and Permittees (as hereafter defined), for the purpose of pedestrian access, ingress and egress, over, under, through and across the access ways, and other access improvements as more particularly shown on the Grading and Drainage Plan. It is expressly understood that all Tracts must "self-park" (*i.e.*, no cross-parking easements are granted pursuant to this REA). For purposes of this REA, (i) the term "**Occupant**" means any tenant (including, without limitation, Tenant), occupant or permitted person occupying a Tract under a written lease or license with an Owner; and (ii) the term "**Permittee**" and "**Permittees**" means all Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of the Owners and Occupants.

3. Repair and Maintenance.

The Parties contemplate that the County Easements and Developer Easements will require periodic maintenance (County Easements and Developer Easements are collectively referred to as **"Easements"** herein). Except as set forth below, the Owner of each Tract from time to time shall be responsible for repairing, maintaining, and replacing the Easements, to the extent the same are located on that Owner's Tract, at such Owner's sole cost and expense, in good condition. Notwithstanding the foregoing, the Owner of Tract 3 shall be responsible for repairing, maintaining, and replacing the Stormwater Control Measure.

Notwithstanding the foregoing to the contrary:

a. In the event that the Owner of a Tract (the "**Responsible Owner**"), or Responsible Owner's respective contractors, tenants, agents or invitees, causes any damage to any Easements located on any other Tract, then the Responsible Owner shall bear the responsibility for repairing and replacing

such damaged area as needed to bring the damaged area to the condition which existed prior to such damage, at the sole cost and expense of the Responsible Owner.

b. In the event that any of the Easements are dedicated to and accepted for public maintenance purposes by a public utility company and/or governmental authority having jurisdiction, the applicable foregoing repair, maintenance and replacement obligations of the applicable Owner shall cease from and after the date of such dedication.

c. In the event that any Owner fails or refuses to perform its obligations hereunder, as required herein, and such failure or refusal continues for a period of thirty (30) days after receipt by it of any notice from any other Owner, then such Owner as has given notice (the "**Complying Owner**") may undertake such obligations on behalf of the other party (the "**Defaulting Owner**"). In such event, the Complying Owner shall be entitled: (i) to perform such obligations and incur the costs thereof; and (ii) to seek and collect reimbursement from the Defaulting Owner for the Complying Owner's actual, out-of-pocket costs in connection with performing such obligations. The Defaulting Owner shall be responsible for any and all actual, out-of-pocket costs (including reasonable attorneys' fees) incurred by the Complying Owner in seeking to collect amounts owed under this Section 3(c). Notwithstanding anything contained herein to the contrary, so long as the Tenant Lease is in full force and effect, Tenant shall be entitled to the same self-help rights and remedies as an Owner under this Section 3(c) as if it were the Complying Owner of Tract 1 and the Owner of Tract 2 and/or Tract 3 is the Defaulting Owner.

4. Relocation of Facilities. Any Owner shall have the right, at no cost to any other Owner, to relocate any Easements (including, without limitation, drainage, utility or access facilities or improvements) located on the relocating Owner's Tract to another location within such Owner's Tract which are subject to another Owner's easement rights; provided, however, in each such case, (i) the quality, capacity and usefulness for their intended purpose of the replacement improvements or facilities shall be the same or greater than that of the existing improvements or facilities, (ii) the relocating party shall obtain all consents and approvals that are required under applicable laws in connection with any such relocation, (iii) the relocated improvements or facilities shall be constructed with materials and design standards which equal or exceed those used in connection with the existing improvements or facilities, (iv) the relocated improvements or facilities shall comply with all then-applicable legal requirements, (v) the relocation shall not interfere with the ongoing business operations of any other Owner or Occupant of the Tracts or the visibility of the signage of any other Owner or Occupant of the Tracts in any material respect, and (vi) the relocation does not interfere with the access or utility services to any other Owner or Occupant of the Tracts.

5. Insurance.

(a) Insurance. Developer shall maintain or cause to be maintained in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies licensed to do business in South Carolina insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the condition, use or occupancy of Developer's Tract or the improvements located thereon. Such insurance shall provide for an aggregate limit of not less than One Million Dollars ($1,000,000.00) for personal or bodily injury or death and an aggregate limit of not less than One Million Dollars ($1,000,000.00) in respect of any instance of property damage.

(b) County maintains insurance coverage through the South Carolina Property and Liability Trust and the County's liability is governed and limited by the South Carolina Tort Claims Act.

(c) Each Owner shall furnish to any other Owner requesting the same evidence that the insurance described above is in full force and effect. All policies of insurance carried by any Owner pursuant hereto may be obtained by an Occupant on such Owner's behalf.

7. Miscellaneous Provisions.

a. Governing Law; Severability. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this REA. If any provision of this REA shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

b. Remedies Cumulative; Equitable Relief. The rights and remedies reserved in this REA shall be cumulative and may be pursued individually, collectively or successively by the parties entitled thereto. Tenant (and its successors and assigns) shall have the rights and remedies available to Developer under this Agreement, including the right to exercise self-help remedies in connection with any repair obligations and the right to receive reimbursements in connection therewith as set forth above. No right or remedy set forth herein shall be construed to limit, restrict, impair or impede any other rights available to any party at law or in equity. No right or remedy set forth herein shall be construed to abrogate, abridge, modify, impair or impede the rights at common law of any party subject to this REA. It is hereby declared that irreparable harm will result to any Owner, or its successors and assigns, by reason of any breach or default of the provisions or covenants herein and, therefore, the Owner harmed shall be entitled to relief by way of injunction or specific performance. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this REA. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

c. Successors and Assigns. The terms, provisions and covenants of this REA shall be binding upon the Owner(s) of any fee parcel described herein.

d. Amendment to REA. This REA may be amended only by a written agreement executed by (i) Developer (for so long as Developer is an Owner) and (ii) any Owner whose enjoyment of its parcel, or whose rights or obligations under this REA, would be materially, adversely affected by virtue of such amendment.

e. Binding Effect. The conditions, restrictions and easements contained in this REA are covenants running with the land; they shall be binding upon and inure to the benefit of Developer and County's respective successors and assigns in title to all or part of the Tracts, each tenant now or hereafter leasing any part of the Tracts, and each lender making a loan secured by a mortgage on all or any part of the Tracts. This REA and the rights granted and created hereby, including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances and documents affecting all or any part of the Tracts that is recorded in the Lancaster County Public Registry. Any person or entity foreclosing any such mortgage, deed of trust, lien or encumbrance and any persons or entities acquiring title to, or an interest in, any part of the Tracts as a result thereof shall acquire and hold title expressly subject to the provisions of this REA.

f. Waivers. No delay or omission by any Owner in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this REA by any other Owner shall be construed to be a waiver thereof. A waiver by any Owner of any obligation

of any other Owner shall not be construed to be a waiver of any subsequent breach of such obligation, or a waiver of any breach of any other terms, covenants or conditions of this REA.

g. Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from any default in the performance by any Owner (or ground lessee) of its obligations under this REA, the prevailing party shall be reimbursed by the other party for all of its costs and expenses, including without limitation reasonable attorneys' fees, incurred in each such action, suit, arbitration or other proceeding. As used in this REA, the term "reasonable attorneys' fees" shall be deemed to mean the actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fee charged by such attorneys, as opposed to any statutory presumption that may then be in effect in the State of South Carolina.

h. Private Agreement. Except as set forth herein, nothing contained in this REA shall be deemed to be a gift or dedication of any portion of the Tracts to the general public or for any public use or purpose whatsoever.

i. No Partnership. The provisions of this REA are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the Owners.

j. Exculpation. Notwithstanding any provision to the contrary contained in this REA, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any Owner, its shareholders, officers, directors, members, managers, or partners, with respect to the performance or non-performance of any of its obligations under this REA. Each Owner shall look solely to the portion of the Tracts owned by any Defaulting Owner, the improvements located thereon and any insurance or condemnation proceeds related thereto, for the satisfaction of any remedy of the Complying Owner resulting from the breach of any of the obligations or covenants of this REA by the Defaulting Owner; provided, however, that this provision shall be not deemed to affect the right of any Owner to seek injunctive relief or to bring suit for specific performance. If any Owner conveys its fee simple interest in its portion of the Tracts, that Owner shall be relieved from all obligations under this REA accruing after the date of the conveyance.

k. Counterparts. This REA may be executed in separate counterparts, which, taken together, shall be considered as one instrument.

l. Notices. Any notice, consent or other communication permitted or required by this REA shall be in writing, and shall be given to the applicable Owner(s), at the addresses set forth in then-current tax records of Lancaster County, South Carolina, in the following manner (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery.

m. Non-Interference. Except as otherwise provided herein, in no event shall an Owner block, restrict, limit or otherwise materially interfere with any other Owner's use and enjoyment of the Easements or their respective Tract, without the prior consent of the affected Owner and Tenant (so long as the Tenant Lease is in full force and effect). Further notwithstanding anything set forth in this REA to the contrary, the Owners shall exercise their rights set forth in this REA in a manner which minimizes disruption to any uses, events or activities taking place upon any other Tract, and in no event may any Easements encroach upon any building improvements on a Tract without the consent of the affected Owner(s) and Tenant (so long as the Tenant Lease is in full force and effect).

n. Tenant Rights. Tenant (and its successors and assigns) shall have the rights and remedies available to Developer under this Agreement, including the right to exercise self-help remedies in connection with any repair obligations and the right to receive reimbursements in connection therewith as set forth above.

o. Force Majeure. Whenever performance is required of any Owner hereunder, such Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this REA.

[Signature pages attached]

IN WITNESS WHEREOF, Developer has executed this REA by authority duly given, as of the date first written above.

_____ Witness 1 Print Name: _____ _____ Witness 2 Print Name: _____	**E&B OF INDIAN LAND, LLC**, a South Carolina limited liability company By: _____ Name: _____ Title: _____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for State of North Carolina do hereby certify that Elton Braho personally came before me this day and acknowledged that (s)he is the Manager of **E&B OF INDIAN LAND, LLC**, the Grantor herein, (the "Company") and that (s)he, being authorized to do so, executed the foregoing document on behalf of the Company.

Date: _____, 2021

_____
Notary Public
Printed or Typed Name_____

(Official Seal)

My commission expires:_____

IN WITNESS WHEREOF, Developer has executed this REA by authority duly given, as of the date first written above.

_____ Witness 1 Print Name: _____ _____ Witness 2 Print Name: _____	**LANCASTER COUNTY**, a body corporate and politic and a subdivision of the State of South Carolina By: _____ Name: _____ Title: _____

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____, 2021

_____
Notary Public
Printed or Typed Name_____

(Official Seal)

My commission expires:_____

EXHIBIT A


Tract 1
0013-00-048.04
Tract 2
0013-00-047.01
Tract 3
0013-00-048.01
0013-00-018.08
COLLINS RD
0013-00-019.01
8327
8348
0013-00-047.02
0013-00-047.03
0013-00-043.01
0013-00-043.00
8285
CHARLOTTE HWY
CHARLOTTE HWY
CHARLOTTE PARK DR
0013-00-048.03
INDIAN PARK RD
0013-00-048.00
8186
0013-00-049.02
0013-00-049.01
SHELLEY MULLIS R
CHASEWATER DR
CROWN VISTA DR
DREAMHAVEN DR

EXHIBIT B

UTILITY PLAN

EXHIBIT C

GRADING AND DRAINAGE PLAN

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1726
Contact Person / Sponsor: Kimberly Belk/Administration and Steve Willis/Administration
Department: Finance
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Update to the County Capital Improvement Plan beginning July 2021-June 2031.

Points to Consider:
Historically the revised plan has included items over $100,000 and been adopted every five years. The last one was adopted in 2017.

This will be an active CIP with budget staff planning to post it online and give bi-annual status updates. Budget staff also recommends revisiting the plan annually with Council.

We need to update the CIP to include impact fee items as well as Capital Project Sales Tax 3 items. This version does not include the airport any longer, as FAA regulations require us to pass an annual airport CIP that makes necessary changes. After talking with the County's airport consultant, the decision was made to remove it from the county-wide CIP and track it separately.

This document has been amended since the version previously presented to Council at the Jan. 19 Committee of the Whole Meeting to include: office space for the Coroner's office and the recreation bond projects which were approved by referendum and the majority of construction will take place in next fiscal year.

Funding and Liability Factors:
This document serves as a financial plan for capital expenditures.

Council Options:
Approve or deny.

Recommendation:
Planning Commission recommended approval.
Staff recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1726	3/16/2021	Ordinance
FY2022-2031 Capital Improvement Plan	3/16/2021	Exhibit
Appendix: Facility Needs Study	3/15/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1726

AN ORDINANCE

TO ADOPT THE LANCASTER COUNTY CAPITAL IMPROVEMENTS PLAN FISCAL YEAR 2021-2022 THROUGH 2030-2031 AS RECOMMENDED BY THE LANCASTER COUNTY PLANNING COMMISSION.

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

Section 1. Findings.

A. The Lancaster County staff prepared the draft version of the Lancaster County Capital Improvements Plan Fiscal Years 2022 – 2031.

B. The draft document was presented to the Lancaster County Planning Commission for review and comments.

C. The Lancaster County Planning Commission has recommended approval to the Lancaster County Council.

Section 2. Adoption of Document; No Funding Authorized.

The Lancaster County Council hereby adopts the Lancaster County Capital Improvements Plan 2022 – 2031 document. Inasmuch as this is strictly a financial planning document, no funding for any project contained therein is authorized through the adoption of this ordinance.

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 in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 5. **Effective Date.**

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	March 22, 2021
Second Reading:	April 12, 2021
Public Hearing:	April 26, 2021
Third Reading:	April 26, 2021

2021

Lancaster County
South Carolina

Fiscal Year 2022/31 Proposed Capital Improvement Plan

PREPARED BY LANCASTER COUNTY FINANCE DEPARTMENT

Lancaster County

South Carolina Council



Seated (L to R): Vice-Chairman, Brian Carnes; Chairman, Steve Harper; Secretary, Billy Mosteller. Standing (L to R): Councilman Allen Blackmon, Councilman Larry Honeycutt, Councilwoman Charlene McGriff, and Councilman Terry Graham.

Council Members	District	Term Expires
Terry Graham	1	12/31/2024
Charlene McGriff	2	12/31/2022
Billy Mosteller	3	12/31/2024
Larry Honeycutt	4	12/31/2022
Steve Harper	5	12/31/2024
Allen Blackmon	6	12/31/2022
Brian Carnes	7	12/31/2024

Administrator, Steve Willis
Clerk to Council, Sherrie Simpson

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Parks & Recreation
Regional Park 40
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Springdale Parking Lot 42
Gym Floor Replacement 43
Field Lighting 44
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March 4, 2021

Charles Deese, Chairman
Members, Lancaster County Planning Commission

Mr. Chair & Commission Members,

Please find the corresponding recommendations for the FY2021-31Capital Improvement Plan (CIP). You will find this plan is based off of data and recommendations provided by the Impact Fee Study and the Facilities Needs Study balanced with available financial resources. The total for the 10 year plan as presented is $204,695,155. This total encompasses an investment into the County's capital assets with funding sources including capital project sales tax, potential impact fee collections, strategic use of County fund balance, as well as debt issuance. While this plan will address many of the needs that have been identified by the studies already mentioned as well as those identified by your department heads, the majority of funding focuses in the area of public safety.

In total there is $47,696,120 in allocations for a new detention center in public safety beginning in FY2021/22 which is a major expense facility as approved by the voters to be funded through debt issuance using capital project sales tax funds. In addition there are several stations planned for Emergency Medical Services (EMS) within the next 10 years totaling over $11 million with funding sources varying. Fire Service also has 3 stations planned within the next 10 years per the impact fee study. As described in the study, the growth in development will lend itself towards new facility needs to maintain current service levels. In addition to facilities, public safety is also planned to have $35 million in replacement equipment.

In terms of roads and infrastructure improvements, the public services division has the second largest capital expenses planned with over $42 million. This is includes the annual allocation from the road maintenance fee for preservation, but is largely related almost $20 million in roads funding over the next 5 years. This includes over $13 million from capital project sales tax 3 and approximately $6.75 million remaining on capital project sales tax 2. Additionally, funding is included for a public works administrative office and fleet operations garage in the amount of $4.9 million as well as recycling center upgrades. The remaining plans relate to replacement equipment.

Closely following public services would be general services which include plans for both Parks & Recreation and the Managed Information Systems (MIS) departments. Parks & Recreation has several new facilities which

planning has already begun for in the current year which will begin construction at the end of this current year into next year. Those projects include renovations at the Indian Land Recreation Center and soccer fields in Heath Springs and Indian Land. The total of those three projects is estimated at over $14 million. In addition this plan reflects the intent to do a phased construction of the regional park beginning in fiscal year 2022/23. The park would be completed using a combination of funding from hospitality tax and impact fee revenue over the next 10 years.

The level of funding for the above projects displays an emphasis on updating outdated facilities as identified in the space needs assessment, includes the projects necessary to maintain levels of service as discussed in the impact fee study, and will allow for the County to invest in replacement assets which provide for efficiency gains in the future. Appreciation must be given to all of the department heads and elected officials who helped develop this plan as well as our evaluation team members who helped rank and prioritize these projects. Investments in capital are an important step to maintaining financial resiliency while providing Lancaster County citizens with the services they need.

Thank you for your consideration and taking this step to progress the County towards sustainable long term financial planning.

Kimberly Belk
Interim Deputy County Administrator

CIP Development

CIP Schedule

Budget staff modeled the process for development largely off of the County's budget process. In July, forms were sent out and preliminary meetings were held with department heads to kick off the development. By the end of summer, the majority of submissions were received. Through the fall, those submissions were compiled and turned over to the evaluation team who reviewed and scored projects. The members of the evaluation team included the County Administrator, Deputy County Administrator, Public Services Division Director, Chief Financial Officer, and the Development Services Division Director. Following their scoring, budget staff ranked the projects and worked on revenue projections and estimates to identify funding sources as needed. This information rounded out project scheduling and the proposed document was prepared in January.

Project Evaluation and Scheduling

Once the evaluation team received submissions, they were asked to score projects based on the below matrix. If there was a project they completely disagreed with, they could also choose not to provide a score at all.

	Emergent Need	Highly Desired
Time Constraint Relevant	**Extreme Necessity, Rushed Timeframe—Not optional, can't be delayed** **4**	**Desirable, Rushed Timeframe—Optional, can't be delayed** **2**
Time Constraint Irrelevant	**Extreme Necessity, Time Delay Possible—Not Optional, can be delayed** **3**	**Desirable, Time Delay Possible—Optional, can be delayed** **1**

In addition to their scoring, budget staff worked with the County Administrator to create criteria to weight scores depending on project type. The highest weight was given to projects with public health or public safety implications, followed by infrastructure improvements, then economic development impacts, and finally projects that would relate directly to quality of life improvements such as recreational facilities. Beyond project types, budget staff weighted additionally projects that were the result of a mandate or compliance issue, projects that showed a partnership or collaborative effort, asset replacements, projects that resulted in gains in efficiency, and finally department identified priority projects.

Financial Planning

Lancaster County strives to follow best practices in financial management. To this end, the county recognizes the importance of the CIP for long-term financial planning. The document developed will assist the county in achieving goals and meeting the needs of our residents. The County continuously works to improve processes

so the funding of studies such as the facilities needs assessment in 2020 and the results of that analysis were incorporated within this plan as needed. In the future any refinement to this proposed document would be done in concert with recommendations from future studies and plans. For example, the County will be looking at updating the Solid Waste Master Plan and Comprehensive Plan within the next fiscal year. If necessary, as a result, the County will make improvements to the CIP as a result. Additionally, the CIP has been developed in coordination with the recommendations of various other County committees to ensure a coordinated effort in identifying needs and strategic growth opportunities the maximize benefits to citizens of the County.

Funding Summaries

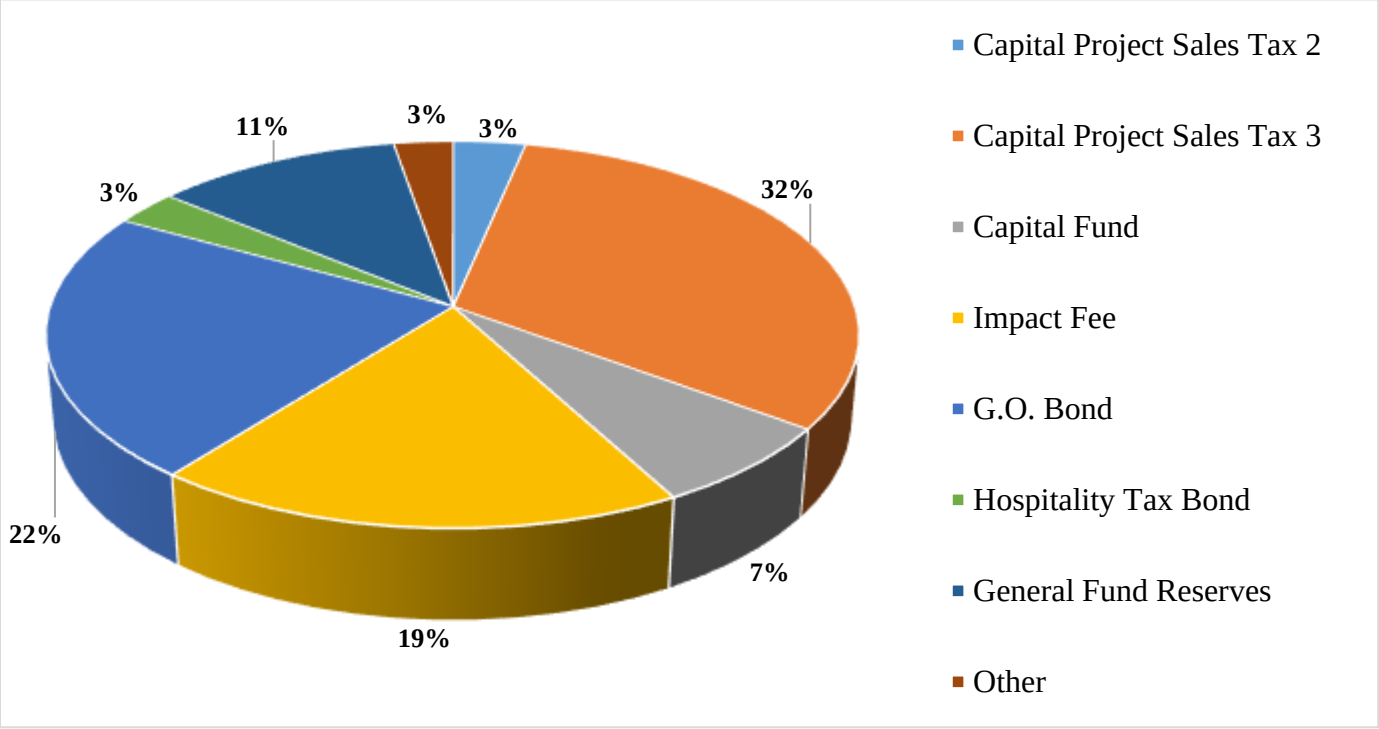
Revenue Summary

The revenue summary by sources which will be utilized to fulfill the capital needs outlined in this plan are included below. Capital Project Sales Tax is the largest making up 32% of proposed funding. Sales tax three, which was approved by voters in November 2020, includes $47 million for a detention center and is the largest item included in the plan. This is followed by general obligation bonds which are planned to be utilized on several projects which makes up 22% of the funding strategy. There is also planned to be a much less significant issuance of special revenue source bond using the hospitality tax fund. The potential impact fee revenue is also proposed at nearly 20% of the proposed plan to be directly correlated to the impact fee study. And finally, the last significant revenue sources is the general fund reserves which is proposed to fund approximately $23 million of projects in the next 10 years.

Revenues by Source

	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/31
Capital Project Sales Tax 2	6,750,000					
Capital Project Sales Tax 3	47,246,120		2,900,000	5,425,000	4,904,719	4,600,000
Capital Fund	1,300,000	1,210,000	1,460,000	1,300,335	1,340,000	7,690,435
Impact Fee		335,000	4,340,000	3,573,065	5,362,000	24,266,222
G.O. Bond	21,311,025	9,000,000	8,100,000	7,600,000		
Hospitality Tax Bond		6,000,000				
General Fund Reserves	2,920,000	1,780,000	4,220,000	220,000	4,220,000	9,775,214
Other	400,000	797,500	420,000	425,000	1,285,000	2,218,500

Funding Source Graph

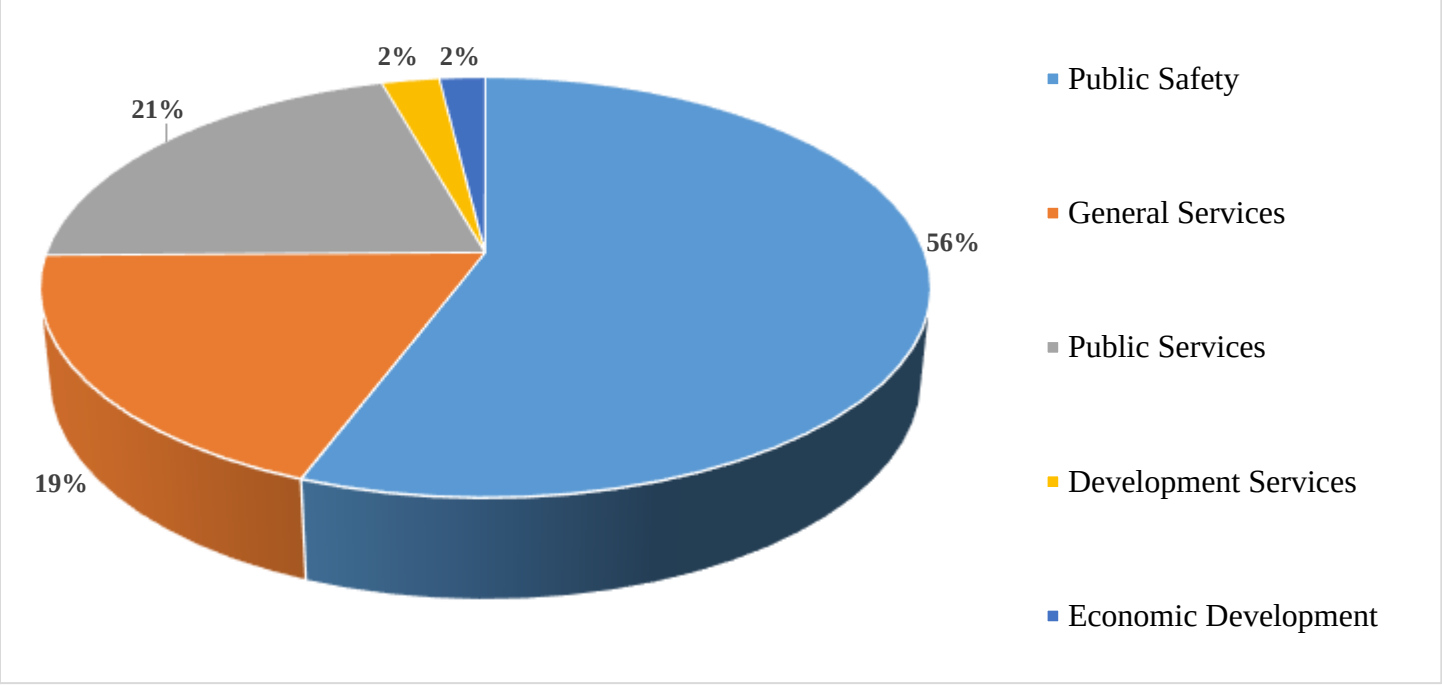


Expenditures Summary

Below displays a breakdown of expenditures included in this plan over the next 10 years by division. Public safety has the largest allocation in the next 10 years with over 50% of planned capital expenditures, followed by public services. Public services includes the roads departments as well as the solid waste department within this plan. General services has roughly $39,000,000 planned over the next 10 years. This is largely comprised of Parks and Recreation projects, but also includes some Management Information System (MIS) department funding as well. Development services include Stormwater project as well as a facility for the division.

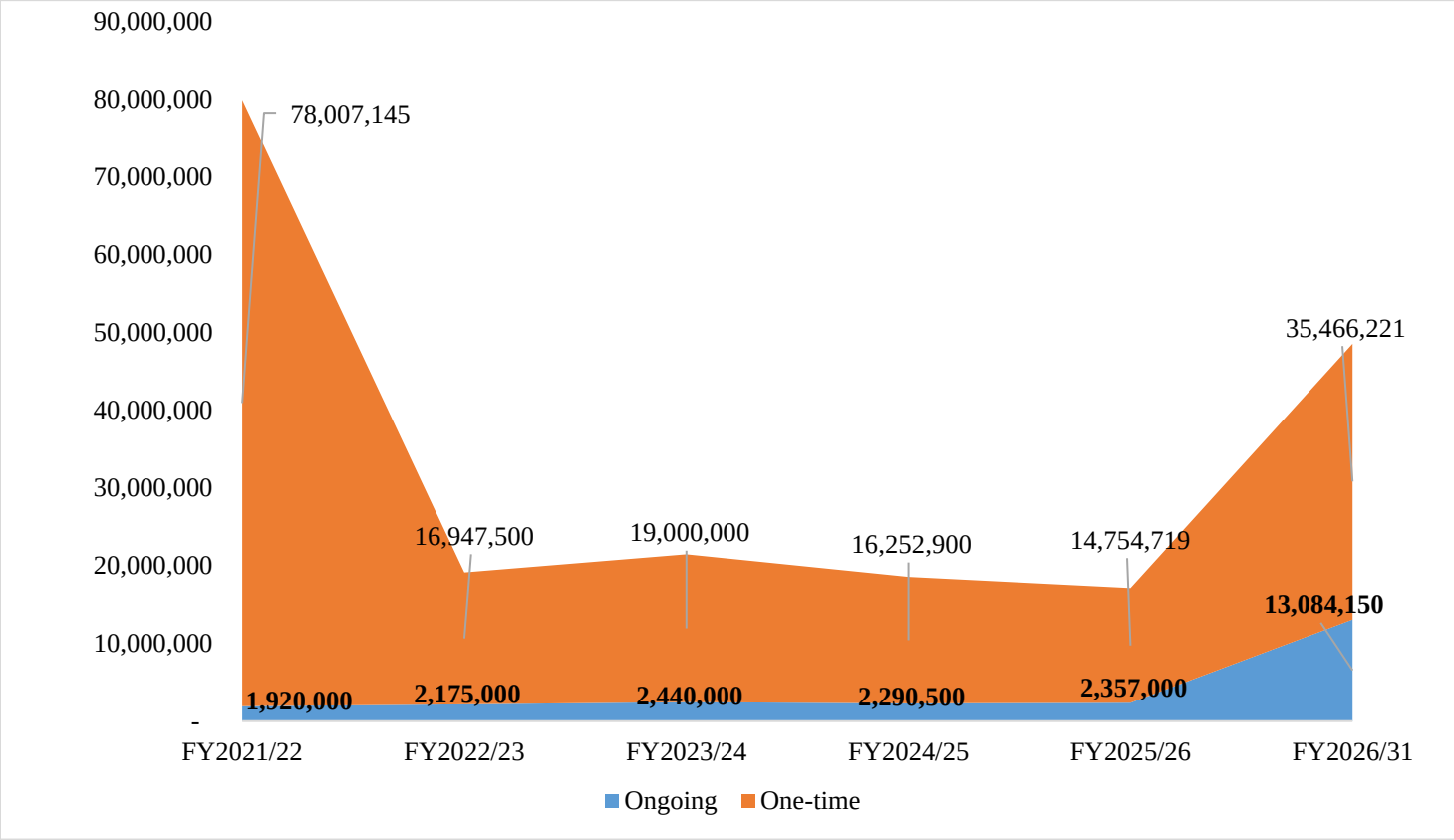
Expenditures by Division

	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/31
Public Safety	50,246,120	10,445,000	13,120,000	11,873,400	1,072,000	27,366,691
General Services	14,765,000	7,530,000	220,000	220,000	5,220,000	11,020,000
Public Services	14,916,025	960,000	4,100,000	6,450,000	5,969,719	10,163,680
Development Services	-	187,500	4,000,000	-	850,000	-
Economic Development	-	-	-	-	4,000,000	-
	79,927,145	19,122,500	21,440,000	18,543,400	17,111,719	48,550,371



One-time versus Ongoing Capital Projects

While all items in the capital improvement plan are one-time purchases, many projects included in this plan are actually ongoing planned asset replacement. The below graphic is used to better distinguish the funding going towards a continuous planned replacement plan versus a single use of funding. Funding sources for the ongoing projects are dedicated for multiple years with continuous revenue. For the most part ongoing projects are largely equipment purchases while one-time projects range from facility renovations or construction to road rehabilitation.



	FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/31
Ongoing	1,920,000	2,175,000	2,440,000	2,290,500	2,357,000	13,084,150
One-time	78,007,145	16,947,500	19,000,000	16,252,900	14,754,719	35,466,221

Lancaster County, South Carolina Summary of Proposed Projects

	Total 5 Year Project Estimate	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Coroner's Office	1,300,000	1,300,000	-	-	-	-	-
Office Space	1,300,000	1,300,000	-	-	-	-	-
Emergency Medical Services	12,332,500	600,000	995,000	1,020,000	8,645,500	1,072,000	9,375,650
Ambulances	4,732,500	600,000	995,000	1,020,000	1,045,500	1,072,000	5,775,650
EMS Station 3	1,800,000	-	-	-	1,800,000	-	-
EMS Station 6	1,800,000	-	-	-	1,800,000	-	-
EMS Combination Station	4,000,000	-	-	-	4,000,000	-	-
EMS Station 7	-	-	-	-	-	-	1,800,000
EMS Station 10	-	-	-	-	-	-	1,800,000
Economic Development	4,000,000	-	-	-	-	4,000,000	-
Spec. Building	4,000,000	-	-	-	-	4,000,000	-
Fire Service / Emergency Management	24,327,900	-	9,000,000	12,100,000	3,227,900	-	13,619,101
Fire Apparatus Countywide Purchase	8,100,000	-	-	8,100,000	-	-	-
Aerial Apparatus/Mobile Command Post	9,000,000	-	9,000,000	-	-	-	-
Apparatus (New Stations)	3,227,900	-	-	-	3,227,900	-	3,227,900
Fire Stations	4,000,000	-	-	4,000,000	-	-	10,391,201
MIS - Management Information System	1,100,000	220,000	220,000	220,000	220,000	220,000	1,250,000
MIS Hardware Improvements	1,100,000	220,000	220,000	220,000	220,000	220,000	1,250,000
Development Services	4,000,000	-	-	4,000,000	-	-	-
Building/Office Space	4,000,000	-	-	4,000,000	-	-	-

Lancaster County, South Carolina Summary of Proposed Projects

	Total 5 Year Project Estimate	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Roads	29,515,744	12,796,025	785,000	3,915,000	6,255,000	5,764,719	7,353,500
Fleet Garage and Public Works Admin Office	4,946,025	4,946,025	-	-	-	-	-
Road Preservation	2,090,000	400,000	410,000	420,000	425,000	435,000	2,218,500
Road Paving	19,979,719	6,750,000	-	2,900,000	5,425,000	4,904,719	2,200,000
Bush Hog Replacements (2)	400,000	200,000	-	200,000	-	-	400,000
Motorgrader Replacement (5)	1,040,000	200,000	200,000	210,000	210,000	220,000	1,210,000
Track Excavator	300,000	300,000	-	-	-	-	420,000
Tandem Dump Truck Replacements (4)	760,000	-	175,000	185,000	195,000	205,000	905,000
Solid Waste	2,880,000	2,120,000	175,000	185,000	195,000	205,000	2,810,180
Recycling Center Upgrades	2,120,000	2,120,000	-	-	-	-	-
Public Works Warehouse, Crew Facility, and Shop	-	-	-	-	-	-	1,905,180
Refuse Trucks (4)	760,000	-	175,000	185,000	195,000	205,000	905,000
Parks & Recreation	26,855,000	14,545,000	7,310,000	-	-	5,000,000	9,770,000
Lancaster County Regional Park	11,000,000	-	6,000,000	-	-	5,000,000	6,500,000
Recreation Centers Security Systems	210,000	-	210,000	-	-	-	-
Parking Lot at Springdale	1,100,000	-	1,100,000	-	-	-	-
Gym Floors at AJRC and BRC	300,000	300,000	-	-	-	-	-
Field Lighting Additions and Replacements	-	-	-	-	-	-	1,320,000
Renovate IL EMS Station for Rec Use	-	-	-	-	-	-	475,000
Maintenance Shop at Buford Recreation	-	-	-	-	-	-	475,000
Walnut Creek Soccer Fields	-	-	-	-	-	-	1,000,000
Indian Land Recreation Center	4,221,000	4,221,000	-	-	-	-	-
Soccer Fields at Indian Land	4,991,000	4,991,000	-	-	-	-	-
Soccer Fields at Heath Springs	5,033,000	5,033,000	-	-	-	-	-

Lancaster County, South Carolina Summary of Proposed Projects

	Total 5 Year Project Estimate	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
911	1,100,000	1,100,000	-	-	-	-	-
Console Replacement	1,100,000	1,100,000	-	-	-	-	-
Stormwater	1,037,500	-	187,500	-	-	850,000	-
Calvin Hall Road Stream Crossing Replacement	850,000	-	-	-	-	850,000	-
Stream Gauging Stations	187,500	-	187,500	-	-	-	-
Sheriff	47,696,120	47,246,120	450,000	-	-	-	4,371,940
Armored Vehicle	300,000	-	300,000	-	-	-	-
In Car Cameras and Body Cameras	150,000	-	150,000	-	-	-	-
Sheriff's Operations Building	-	-	-	-	-	-	1,210,000
Sheriff Substation	-	-	-	-	-	-	3,161,940
Detention Center	47,246,120	47,246,120	-	-	-	-	-
Total	156,144,764	79,927,145	19,122,500	21,440,000	18,543,400	17,111,719	48,550,371

Summary of Additional Operating Impact

In order to fully understand the impact of completing a capital project, staff has estimated the impact on operating expenses. Some of the projects included in this plan represent on-going maintenance or replacement items which already have operating funding allocated and have been budgeted for in the past. Those have been excluded from the below data. The only projected impacts below are included for new or additional capital projects that will add to the operating budget.

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Coroner's Office						
Office Space		7,685	7,839	7,995	8,155	52,475
Emergency Medical Services						
EMS Station 3				7,055	7,195	38,195
EMS Station 6				7,055	7,195	38,195
EMS Combination Station				22,755	23,210	123,200
EMS Station 7						31,000
EMS Station 10						2,536,225
Economic Development						
Spec. Building					15,750	48,670
Development Services						
Building/Office Space				20,000	20,400	110,000
Roads						
Fleet Garage and Public Works Admin Office		32,900	33,500	34,170	35,000	185,790
Solid Waste						
Public Works Warehouse, Crew Facility, and Shop						72,600
Refuse Truck Replacement			16,000	16,320	16,646	88,360
Parks & Recreation						
Recreation Centers Security Systems			12,000	12,240	12,485	66,275
Field Lighting Additions and Replacements						63,000
Renovate IL EMS Station for Rec Use						38,215
Maintenance Shop at Buford Recreation						120,335
Walnut Creek Soccer Fields						216,715
Indian Land Recreation Center		360,000	367,200	374,545	382,035	2,027,890
Soccer Fields at Indian Land		90,900	92,720	94,575	96,465	512,045
Soccer Fields at Heath Springs		39,995	40,795	41,610	42,445	273,105
911						
Console Replacement		74,153		76,597	79,159	
Sheriff						
In Car Cameras and Body Cameras			13,000	13,260	13,525	71,796
Sheriff's Operations Building						28,403
Sheriff Substation						9,185
Total	0	605,633	583,054	728,177	759,666	6,751,674

15 Costs are not fully known or estimated at this time on every large facility expansion, but more details will come as plans develop. The detention center, fire stations, and regional park projects have been excluded for that reason.

Project Details by Department

Office Space
Coroner's Office

Project Overview

This project came to the attention of the County directly as a result of the COVID-19 crisis. The current space the Coroner's Office is occupying is not adequate to fulfill the requirements that they need in times of emergency. The facility was included in the space needs study as well, but was not as high of a priority on the list at the time. Due the the pandemic, the County is recommending bumping this facility to a higher rank to handle the case load the department is facing.

Funding

This will be funded through anticipated federal aid money.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$50,000					
Land Acquisition	$1,000,000					
Construction	$250,000					
Technology						
Equipment						
Other						
Total Expenditures	$1,300,000	$0	$0	$0	$0	$0
Revenues						
Other Governmental	$1,300,000					
Total Revenues	$1,300,000	$0	$0	$0	$0	$0

Status

Funding anticipated to be received in Spring 2021. Project will start after funding is received.

Aerial Apparatus/Mobile Command Post
Fire Service/Emergency Management

Project Overview

This project encompasses planning for a new aerial apparatus and mobile command post. It will include the replacement of the current 1997 platform currently stationed at the City of Lancaster Fire department, the replacement of the current 2001 75ft. straight stick housed at the Elgin Fire department, and the purchase and placement of mid mount platforms at both the Indian Land and Pleasant Valley Fire departments. Lastly, a mobile command post will be purchased with the intent for it to be usable by all emergency service departments.

Funding

The decision to move forward with funding for this project will be decided by the voters of Lancaster County in the next election.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$9,000,000				
Other						
Total Expenditures	$0	$9,000,000	$0	$0	$0	$0
Revenues						
G.O. Bond		$9,000,000				
Total Revenues	$0	$9,000,000	$0	$0	$0	$0

Status

Referendum planned for November 2022.

Fire Apparatus-County-wide

Fire Service/Emergency Management

Project Overview

While fire trucks and various other types of equipment used on the trucks and housed at the stations last longer than vehicles and equipment used by other first responders such as police cruisers and ambulances, their daily use requires them to be replaced on a routine basis. In order to outfit stations with the new trucks and equipment they need, the county purchases the equipment through the issuance of GO Bonds when the time comes.

Funding

Funding for this project will be derived through the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment			$8,100,000			
Other						
Total Expenditures	$0	$0	$8,100,000	$0	$0	$0
Revenues						
G.O. Bond			$8,100,000			
Total Revenues	$0	$0	$8,100,000	$0	$0	$0

Status

Project will not begin until fiscal year 2024.

Fire Stations
Fire Service/Emergency Management

Project Overview

As identified in the impact fee study, in order to maintain current service levels in the panhandle area, new facilities will need to be built. This will include a second station in Indian Land, a second station for Pleasant Valley, and a headquarters station for Van Wyck fire district. The operating costs for these facilities will largely be the responsibility of the fee districts.

Funding

Funding for this project will be derived through Impact Fee dollars.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction			4,000,000			10,391,201
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$4,000,000	$0	$0	$10,391,201
Revenues						
Impact Fee			$4,000,000			$10,391,201
Total Revenues	$0	$0	$4,000,000	$0	$0	$10,391,201

Status

Based on impact fee collection projections, it will be fiscal year 2024 before construction could begin on the first station.

Apparatus (New Stations)
Fire Service/Emergency Management

Project Overview

Vehicles and equipment will need to be purchased for new stations coming online in the coming years. Due to the growth being experienced where the new stations will be built, these purchases can be made through the use of Impact Fee dollars.

Funding

Funding for this project will be derived through Impact Fee dollars.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment				$3,227,900		$3,227,900
Other						
Total Expenditures	$0	$0	$0	$3,227,900	$0	$3,227,900
Revenues						
Impact Fee				$3,227,900		$3,227,900
Total Revenues	$0	$0	$0	$3,227,900	$0	$3,227,900

Status

Based on projected collections in impact fee revenue and station build timelines, purchase will not happen until fiscal year 2025.

Ambulances
Emergency Medical Services (EMS)

Project Overview

EMS Units (Ambulances) are currently purchased on an annual basis. Based off of growth in the county, a need has been determined to begin purchasing three EMS Units per year instead of two. In doing so, new EMS Stations which are soon due to come online and those planned in the future will be properly equipped with the units needed to allow said stations to function as intended. Additionally, moving from two units to three units per year will allow for the continuation of moving EMS Units with high mileage at high call volume stations to stations with lower call volumes in order to maximize the life of EMS Units.

Funding

Funding for this project will be derived from the Capital Equipment Fund which is used to purchase high dollar, fairly routine equipment. Additionally, money will be used from the Impact Fee collections.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment	$600,000	$995,000	$1,020,000	$1,045,500	$1,072,000	$5,775,650
Other						
Total Expenditures	$600,000	$995,000	$1,020,000	$1,045,500	$1,072,000	$5,775,650
Revenues						
Capital Fund	$600,000	$660,000	$680,000	$700,335	$710,000	$3,850,435
Impact Fee		$335,000	$340,000	$345,165	$362,000	$1,925,215
Total Revenues	$600,000	$995,000	$1,020,000	$1,045,500	$1,072,000	$5,775,650

Status

Ongoing funding for replacements will continue as part of each fiscal year budget process for 2 ambulances. The third ambulance will be funded through projected impact fee collections beginning in fiscal year 2022-2023.

Station Three
Emergency Medical Services (EMS)

Project Overview

EMS Station Three is currently located south of the City of Lancaster. This station will be relocated in order to reduce response times in an effort to better serve citizens in that area of the county.

Funding

Funding for EMS Station three will be derived from the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design				$70,038		
Land Acquisition						
Construction				$1,622,731		
Technology				$38,299		
Equipment				$58,459		
Other				$10,473		
Total Expenditures	$0	$0	$0	$1,800,000	$0	$0
Revenues						
G.O. Bond				$1,800,000		
Total Revenues	$0	$0	$0	$1,800,000	$0	$0

Status

Project will not begin until FY2025.

Station Six
Emergency Medical Services (EMS)

Project Overview

EMS Station Six is currently located just north of the Town of Kershaw. It will be replaced in order to allow EMS staff to better conduct their job duties and render life-saving care to citizens of Lancaster County in and around the Town of Kershaw.

Funding

Funding for EMS Station Six will be derived from the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design				$70,038		
Land Acquisition						
Construction				$1,622,731		
Technology				$38,299		
Equipment				$58,459		
Other				$10,473		
Total Expenditures	$0	$0	$0	$1,800,000	$0	$0
Revenues						
G.O. Bond				$1,800,000		
Total Revenues	$0	$0	$0	$1,800,000	$0	$0

Status

Project will not begin until FY2025.

Station Seven
Emergency Medical Services (EMS)

Project Overview

EMS Station Seven is currently located within the Town of Heath Springs. This station is aging and is outdated. In order to best serve the citizens in and around the Town of Health Springs, this station needs to be replaced.

Funding

Funding for EMS Station Seven will be derived from the One Cent Capital Project Sales Tax 3 passed by the voters in the 2020 general election.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						$70,038
Land Acquisition						
Construction						$1,622,731
Technology						$38,299
Equipment						$58,459
Other						$10,473
Total Expenditures	$0	$0	$0	$0	$0	$1,800,000
Revenues						
Capital Project Sales Tax 3						$1,800,000
Total Revenues	$0	$0	$0	$0	$0	$1,800,000

Status

This is a pay as you go project so based on collection projections for capital project sales tax 3 it will not begin until fiscal year 2026-27.

Station Ten
Emergency Medical Services (EMS)

Project Overview EMS Station Ten

EMS Station Ten is a new EMS Station which will be built in the northern end of the county, located in the Indian Land area. This area of the county has experienced much growth in recent years and is anticipated to see more growth in the coming decade. In order to properly serve the citizens in the northern end of the county and help accommodate for future growth, an additional station is needed.

Funding

Funding for EMS Station Ten will be derived from the One Cent Capital Project Sales Tax 3 passed by the voters in the 2020 general election.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						$70,038
Land Acquisition						
Construction						$1,622,731
Technology						$38,299
Equipment						$58,459
Other						$10,473
Total Expenditures	$0	$0	$0	$0	$0	$1,800,000
Revenues						
Capital Project Sales Tax 3						$1,800,000
Total Revenues	$0	$0	$0	$0	$0	$1,800,000

Status

This is a pay as you go project so based on collection projections for capital project sales tax 3 it will not begin until fiscal year 2026-27.

Combination Station

Emergency Medical Services (EMS)

Project Overview

The proposal for the EMS Combination Station includes one large station in the City of Lancaster to take the place of two current stations in and around the City of Lancaster. The intention of this Combination Station is to reduce overall costs on property while also providing better coverage for citizens living in and around the City. This station will also be able to accommodate future growth expected in and around the City. The building will mirror that of the new EMS 4/9 station on a larger scale.

Funding

Funding for EMS Combination station will be derived from the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design				155,000		
Land Acquisition				1,000,000		
Construction				2,615,000		
Technology				100,000		
Equipment				130,000		
Other						
Total Expenditures	$0	$0	$0	$4,000,000	$0	$0
Revenues						
G.O. Bonds				4,000,000		
Total Revenues	$0	$0	$0	$4,000,000	$0	$0

Status

Project will not begin until 2024-2025.

Hardware Improvements/Replacement
Management Information Systems (MIS)

Project Overview

The MIS improvements included in this Capital Improvement Plan entail replacing various hardware and technology set-ups on a yearly basis in order to ensure all systems will run efficiently and as intended and employees will have properly functioning equipment in order to perform their job duties well.

Funding

Funding for MIS Improvements will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology	$220,000	$220,000	$220,000	$220,000	$220,000	$1,250,000
Equipment						
Other						
Total Expenditures	$220,000	$220,000	$220,000	$220,000	$220,000	$1,250,000
Revenues						
General Fund Reserve	$220,000	$220,000	$220,000	$220,000	$220,000	$1,250,000
Total Revenues	$220,000	$220,000	$220,000	$220,000	$220,000	$1,250,000

Status

This will be an ongoing capital replacement of existing equipment and will be allocated as part of the annual budget process.

Fleet Operations Garage/Public Works Administration Office

Roads

Project Overview

As noted in the recently completed Facility Needs Study, various Public Works facilities are sparse throughout the County. In order to ensure Public Works as the adequate facilities needed to conduct their day to day operations, it was recommended to construct a centralized Public Works Administration office in addition to a Fleet Operations Garage. This will set up key functions of the Public Works division to be able to perform their job duties safely and adequately while anticipating future growth of the division, mirroring the growth of the County itself.

Funding

Funding for the Fleet Operations Garage and the Public Works Administration Office will be derived from the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$204,326					
Land Acquisition	$2,017,436					
Construction	$2,629,728					
Technology						
Equipment	$94,535					
Other						
Total Expenditures	$4,946,025	$0	$0	$0	$0	$0
Revenues						
G.O. Bond	$4,946,025					
Total Revenues	$4,946,025	$0	$0	$0	$0	$0

Status

This project is planned to be part of a bond issuance for public works projects in late fiscal year 2022.

Road Paving
Roads

Project Overview

The County submitted this proposal as part of the One Cent Capital Project Sales Tax passed by the voters in the November 2016 and 2020 election. Road projects are prioritized and determined by the County Transportation Commission.

Funding

Funding for this project is derived from the One Cent Capital Project Sales Tax passed by the voters of Lancaster County in the November 2016 and November 2020 election. In addition, the latter years funding has a contribution from general fund reserves.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction	6,750,000	-	2,900,000	5,425,000	4,904,719	2,200,000
Technology						
Equipment						
Other						
Total Expenditures	$6,750,000	$0	$2,900,000	$5,425,000	$4,904,719	$2,200,000
Revenues						
Capital Project Sales Tax 2	6,750,000					
Capital Project Sales Tax 3			2,900,000	5,425,000	4,904,719	
General Fund Reserves						2,200,000
Total Revenues	$6,750,000	$0	$2,900,000	$5,425,000	$4,904,719	$0

Status

The final roads of CPST 2 will be completed in FY2022 and include the following listed below:

1) Walnut Road/Stewert Place Road/Langley Road- Only Walnut Road is incomplete. Total estimated remaining cost is $700,000.

2) Lynwood Drive- Tentative schedule for completion is September/October 2021 completion. Total estimated cost is $750,000.

3) Capital Sales SCDOT Pay GO Alternates including French Street, Normandy Street, Hughes Street, Ernest Scott, Horsehoe and, Man O War. Tentative completion date is 11/30/2021 for entire contract (multiple roads). Total estimated cost is $2,000,000.
4) Capital Sales SCDOT Pay GO Alternates including Camp Creek Road (portion), Mt. Carmel Road (portion), Hilldale Drive. Total estimated cost (barring significant change orders) is $3,300,000.
Beginning in FY2024 the county will begin looking at the roads prioritized by the County Transportation Commission for CPST 3. Funding for those projects will continue for several years based on collection projections.

Road Preservation
Roads

Project Overview

As determined by County Public Works staff based on need and current condition, work will be conducted on roads within the County in order to properly maintain and preserve them so costly and avoidable repairs are not needed in the future.

Funding

Funding for Road Preservations Projects is derived from the road fees outlined in the Fee Schedule. The full Fee Schedule can be found in the budget ordinance and/or budget document on the County's website.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment						
Other	$400,000	$410,000	$420,000	$425,000	$435,000	$2,218,000
Total Expenditures	$400,000	$410,000	$420,000	$425,000	$435,000	$2,218,000
Revenues						
Road Maintenance Fee	$400,000	$410,000	$420,000	$425,000	$435,000	$2,218,000
Total Revenues	$400,000	$410,000	$420,000	$425,000	$435,000	$2,218,000

Status

This is an ongoing project funded through annual collections of the County road fee. It will be budgeted as part of the annual operating and capital budget.

Bush Hog Replacements
Roads

Project Overview

Over the course of the first five year period of the CIP, two bush hogs will be purchased in fiscal years 2021-2022 and 2023-2024. Current active and reserve machines are low output and high maintenance machines. The new machines scheduled to be purchased are lower maintenance machines which will allow Roads employees to conduct their job duties more efficiently.

Funding

Funding for this project is derived from the Capital Equipment fund which is used for high dollar, yet fairly routine equipment purchases.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment	$200,000		$200,000			
Other						
Total Expenditures	$200,000	$0	$200,000	$0	$0	
Revenues						
Capital Fund	$200,000		$200,000			
Total Revenues	$200,000	$0	$200,000	$0	$0	$0

Status

This will be part of the ongoing equipment replacement allocation for the Roads Department done in accordance with the annual budget process.

Motorgrader Replacement
Roads

Project Overview

Over the first five year period of this Capital Improvement Plan, five Motorgraders will be purchased to replace existing ones. Ideally, Motorgraders should be replaced every five years and allocating this funding each year will allow the County to begin a true replacement plan for this equipment.

Funding

Funding for this project/replacement plan will be derived from the Capital Equipment Fund which is used for high dollar, fairly routine equipment purchases.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						$106,861
Land Acquisition						$219,823
Construction						$1,850,320
Technology						
Equipment	$200,000	$200,000	$210,000	$210,000	$220,000	$1,210,000
Other						
Total Expenditures	$200,000	$200,000	$210,000	$210,000	$220,000	$3,060,320
Revenues						
Capital Fund	$200,000	$200,000	$210,000	$210,000	$220,000	$1,210,000
Total Revenues	$200,000	$200,000	$210,000	$210,000	$220,000	$1,210,000

Status

This will be part of the ongoing equipment replacement allocation for the Roads Department done in accordance with the annual budget process.

Track Excavator
Roads

Project Overview

The County currently has one large excavator which is an older model and is due to be replaced. Growth in the County has caused this current machine to be used almost daily. In order to accommodate the growth, a new, larger machine is needed so that more jobs which require the use of this machine can be accomplished in house. In the long run, this will result in contractual savings in the Roads accounts due to a lessened need to outsource jobs Roads staff are unable to currently take on.

Funding

Funding for this project will be derived from the Capital Equipment Fund which is used for high dollar, fairly routine equipment purchases.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment	$300,000					$420,000
Other						
Total Expenditures	$300,000	$0	$0	$0	$0	$420,000
Revenues						
Capital Fund	$300,000					$420,000
Total Revenues	$300,000	$0	$0	$0	$0	$420,000

Status

This will be part of the ongoing equipment replacement allocation for the Roads Department done in accordance with the annual budget process.

Tandem Dump Truck Replacement
Roads

Project Overview

As with the Refuse Trucks, four dump truck replacements will be purchased in four out of the first five years of this Capital Improvement Plan. Due to the County still being responsible for maintaining a fair amount of gravel roads, dump trucks are still needed as part of this department in order to properly maintain these gravel roads.

Funding

Funding for this project will be derived from the Capital Equipment Fund which is used for high dollar, fairly routine equipment purchases.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$175,000	$185,000	$195,000	$205,000	$905,000
Other						
Total Expenditures	$0	$175,000	$185,000	$195,000	$205,000	$905,000
Revenues						
Capital Fund		$175,000	$185,000	$195,000	$205,000	$905,000
Total Revenues	$0	$175,000	$185,000	$195,000	$205,000	$905,000

Status

This will be part of the ongoing equipment replacement allocation for the Roads Department done in accordance with the annual budget process.

Refuse Truck Replacement
Solid Waste

Project Overview

In four out of the first five years of this Capital Improvement Plan, one refuse truck will be purchased per year for a total of $760,000. The collections function of the Solid Waste Department has mirrored the growth in the County as a whole. In making these purchases over the first five years, a foundation for a true replacement plan will be laid so that these frequently used and necessary vehicles can be regularly replaced when they reach the end of their functional life.

Funding

Funding for this project will be derived from the Capital Equipment Fund which is used for high dollar, routine equipment purchases.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$175,000	$185,000	$195,000	$205,000	$905,000
Other						
Total Expenditures	$0	$175,000	$185,000	$195,000	$205,000	$905,000
Revenues						
Capital Fund		$175,000	$185,000	$195,000	$205,000	$905,000
Total Revenues	$0	$175,000	$185,000	$195,000	$205,000	$905,000

Status

This will be part of the ongoing equipment replacement allocation for the Solid Waste Department done in accordance with the annual budget process.

Public Works Warehouse, Crew Facility, and Shop
Solid Waste

Project Overview

In addition to the Fleet Operations Garage and the Administration Office mentioned previously in this document, it was also recommended in the Facilities Needs Study to construct a warehouse, crew facility, and maintenance shop for various departments within the Public Works division. In doing so, proper and appropriate space would be created so various elements of the Public Services division are able to function optimally to serve the citizens of Lancaster County well.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						$106,861
Land Acquisition						$219,823
Construction						$1,850,320
Technology						
Equipment						$54,860
Other						
Total Expenditures	$0	$0	$0	$0	$0	$1,905,180
Revenues						
General Fund Reserves						$1,905,180
Total Revenues	$0	$0	$0	$0	$0	$1,905,180

Status

This project will not begin until fiscal year 2028.

Recycling Center Upgrades
Solid Waste

Project Overview

Current Recycling Centers across the county are older and outdated. In order to keep up with the growth the county has experienced and is expected to continue to experience, there is a need to upgrade these sites. Upgrades will consist of new buildings, cans, fencing, paving, and concrete pads. Specific upgrades will be tailored to each site depending on what is needed.

Funding

Funding for the Recycling Center Upgrades project will be derived from the issuance of General Obligation Bonds.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$100,000					
Land Acquisition						
Construction	$1,700,000					
Technology						
Equipment	$200,000					
Other	$120,000					
Total Expenditures	$2,120,000	$0	$0	$0	$0	$0
Revenues						
G.O. Bond	$2,120,000					
Total Revenues	$2,120,000	$0	$0	$0	$0	$0

Status

This project is planned to be part of a bond issuance for public works projects in late fiscal year 2022.

Regional Park
Parks and Recreation

Project Overview

The Lancaster County Regional Park is a project designed to attract people and various organizations around the area to use the facilities and amenities which are planned for the park. In addition to facilities and amenities that residents of the county can use on a routine basis such as playgrounds, courts, and fields, the Regional Park will have large facilities such as gymnasiums which will attract travel sports teams and programs.

Funding

Funding for this project will be derived from a combination of Impact Fees and a Hospitality Tax.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$6,000,000			$5,000,000	$6,500,000
Other						
Total Expenditures	$0	$6,000,000	$0	$0	$5,000,000	$6,500,000
Revenues						
Hospitality Tax		$6,000,000				
Impact Fee					$5,000,000	$6,500,000
Total Revenues	$0	$6,000,000	$0	$0	$5,000,000	$6,500,000

Status

This project will be phased beginning in fiscal year 2023 using hospitality tax funding for the first phase.

Security Systems
Parks and Recreation

Project Overview

In order to properly secure Parks and Recreation facilities, this project consists of installing security systems and the four recreation centers and those facilities currently being constructed that are due to soon come on line. In doing so, Parks and Recreation leadership will be able to properly monitor their facilities to ensure the safety of all staff and patrons during the day and to ensure facilities are secure and monitored during non-operational hours.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$210,000				
Other						
Total Expenditures	$0	$210,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		$210,000				
Total Revenues	$0	$210,000	$0	$0	$0	$0

Status

This project will begin in fiscal year 2023.

Springdale Recreation Center Parking Lot

Parks and Recreation

Project Overview

The parking lot at the Springdale facility has reached the end of its functional life and is due to be replaced. This project will replace the portion which is already paved and pave the portion which has remained gravel over the years. In doing so, this will allow proper parking for patrons and cut down on the maintenance which is required to keep the lot minimally functional in its current state.

Funding

Funding for this project will be derived from the PARD grant in addition to Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction		1,100,000				
Technology						
Equipment						
Other						
Total Expenditures	$0	$1,100,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		$900,000				
Grant Revenue		$200,000				
Total Revenues	$0	$1,100,000	$0	$0	$0	$0

Status

This project is planned to begin in fiscal year 2023.

Gym Floor Replacement
Parks and Recreation

Project Overview

The current flooring at the Andrew Jackson and Buford Recreation Centers are in the last few years of their functional life. In order to plan ahead for the day when they will reach the end of their life and immediately need to be replaced, they have been included in this Capital Improvement Plan for replacement during the 2021-2022 fiscal year.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction		$300,000				
Technology						
Equipment						
Other						
Total Expenditures	$0	$300,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		$300,000				
Total Revenues	$0	$300,000	$0	$0	$0	$0

Status

This project is planned to begin in fiscal year 2023.

Field Lighting, Additions and Replacements

Parks and Recreation

Project Overview

This project is proposing to add field lighting to those which do not currently have them. Due to increasing participation numbers, field lighting additions are warranted in order to add to the number of fields which can be routinely used for play opportunities. The Parks and Recreation department is currently at capacity with their current number of fields which have lighting. Fields which have been identified by Parks and Recreation staff for field lighting additions include: Fields B, C, & E at Walnut Creek Park and the undeveloped area at the Springdale Complex. In addition to these fields planned for new lighting, this project also encompasses replacing the lighting at Melvin Steele and Indian Land Recreation Center which are currently reaching their End of Life point.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment						$1,320,000
Other						
Total Expenditures	$0	$0	$0	$0	$0	$1,320,000
Revenues						
General Fund Reserves						$1,320,000
Total Revenues	$0	$0	$0	$0	$0	$1,320,000

Status

This project is not planned until fiscal year 2027.

Renovate Indian Land EMS Station

Parks and Recreation

Project Overview

An EMS Station currently sits on the property with the Indian Land Recreation Center. In future years, EMS no longer plans to use this building for EMS purposes. Since the county already owns the land and the building and is at the same site as the Indian Land Recreation Center, this project will renovate the EMS station on the property for Parks and Recreation. Possible uses for this space once renovated include: After School Programs, Summer Camps, Fitness Classes, and space for meeting and/or party rentals.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						$475,000
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$0	$0	$0	$475,000
Revenues						
General Fund Reserves						$475,000
Total Revenues	$0	$0	$0	$0	$0	$475,000

Status

This project is not planned until fiscal year 2027.

Maintenance Shop at Buford Recreation

Parks and Recreation

Project Overview

A Maintenance Shop building is proposed to be built at the current Buford Recreation Center site. In doing so, Parks and Recreation maintenance personnel will be better able to conduct their work at the Buford Recreation Center. Currently, the personnel which are stationed to maintain this site are also stationed to maintain sites in the Heath Springs and Kershaw communities. Building a shop at the Buford Recreation site will allow staff to station equipment and materials there rather than going to the main shop in Lancaster to load up supplies and equipment in order to conduct their work. Additionally, the Buford Recreation Center is planning to host tournaments in the future. Having a dedicated space for maintenance staff and the equipment and materials necessary to do their jobs will make it possible to host tournaments at this site without overextending Parks and Recreation staff.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						$475,000
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$0	$0	$0	$475,000
Revenues						
General Fund Reserves						$475,000
Total Revenues	$0	$0	$0	$0	$0	$475,000

Status

This project is not planned to begin until fiscal year 2028.

Walnut Creek Soccer Fields

Parks and Recreation

Project Overview

The soccer fields at Walnut Creek Park are currently covered with natural turf. Due to high levels of maintenance required for the upkeep of natural turf fields and the frequent use and popularity of the fields, two of them will be converted to artificial turf fields. Doing so will allow the fields to hold up better under frequent use and reduce the amount of labor required for maintenance and upkeep

Funding

Funding for this project will be derived from Capital Project Sales Tax 3.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						$1,000,000
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$0	$0	$0	$1,000,000
Revenues						
Capital Project Sales Tax 3						$1,000,000
Total Revenues	$0	$0	$0	$0	$0	$1,000,000

Status

This project is not planned to begin until fiscal year 2030.

Indian Land Recreation Center

Parks and Recreation

Project Overview

The current Indian Land Recreation Center located off of U.S. 521 will be remodeled and expanded. This will include new gym flooring and new flooring throughout the existing facility, the addition of a new full-court gymnasium that can be used as two courts crosscourt on the same floor, more restrooms and meeting/classrooms, the addition of a foyer and front desk at the facility entrance, addition of a storage room/mechanical room, as well as upgraded and expanded parking lots and new HVAC and lighting in the facility.

Funding

Funding for this project will be derived from the 2018 referendum approved bond.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$287,317					
Land Acquisition						
Construction	$3,883,683					
Technology	$50,000					
Equipment						
Other						
Total Expenditures	$4,221,000	$0	$0	$0	$0	$0
Revenues						
G.O. Bond	$4,221,000					
Total Revenues	$4,221,000	$0	$0	$0	$0	$0

Status

This project should be complete in Spring 2022.

Soccer Fields in Indian Land

Parks and Recreation

Project Overview

The soccer complex on county property near the Avondale development on Harrisburg Road will feature two rectangular, synthetic turf fields with sports lighting, restrooms and concessions facility, a storage facility, bleachers and a playground.

Funding

Funding for this project will be derived from the 2018 referendum approved bond.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$407,292					
Land Acquisition						
Construction	$4,475,000					
Technology	$108,708					
Equipment						
Other						
Total Expenditures	$4,991,000	$0	$0	$0	$0	$0
Revenues						
G.O. Bond	$4,991,000					
Total Revenues	$4,991,000	$0	$0	$0	$0	$0

Status

The planning and design phases were completed in the current year and construction should be complete in Spring 2022.

Soccer Fields in Heath Springs

Parks and Recreation

Project Overview

The soccer complex on Kershaw Camden Highway between Heath Springs and Kershaw will feature two rectangular, synthetic turf fields with sports lighting, restrooms and concessions facility, a storage facility, bleachers and a playground.

Funding

Funding for this project will be derived from the 2018 referendum approved bond.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design	$420,593					
Land Acquisition						
Construction	$4,500,000					
Technology	$112,407					
Equipment						
Other						
Total Expenditures	$5,033,000	$0	$0	$0	$0	$0
Revenues						
G.O. Bond	$5,033,000					
Total Revenues	$5,033,000	$0	$0	$0	$0	$0

Status

The planning and design phases were completed in the current year and construction should be complete in Spring 2022.

Console Replacements
911 Communications

Project Overview

The consoles at the 911 operations center allow for operators to communicate with Fire, EMS, and Law Enforcement. The current consoles reached the end of their serviceable life at the end of 2020, meaning Motorola will no longer guarantee the availability of replacement parts. To make sure our equipment will remain serviceable by Motorola, we will need to replace the consoles. Doing so will ensure communication abilities will remain intact and functional between the County's emergency/first responders.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment	$1,100,000					
Other						
Total Expenditures	$1,100,000	$0	$0	$0	$0	$0
Revenues						
General Fund Reserves	$1,100,000					
Total Revenues	$1,100,000	$0	$0	$0	$0	$0

Status

This project will commence in July 2021.

Armored Vehicle

Sheriff

Project Overview

The Sheriff's Department is in need of a new SWAT vehicle which is used to transport personnel on the SWAT Team to and from destinations that require their presence. Their current SWAT vehicle is a retired ambulance which is reaching the end of its serviceable life. While it may seem like SWAT situations are rare occurrences, the SWAT vehicle is used on a weekly basis to conduct high risk search warrants and arrests. In purchasing this vehicle, lifesaving equipment will be on scene for every SWAT call should the need arise. Additionally, the vehicle that will be purchased is practical and easy to operate on a regular basis unlike some on the market.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$300,000				
Other						
Total Expenditures	$0	$300,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		$300,000				
Total Revenues	$0	$300,000	$0	$0	$0	$0

Status

Equipment is planned to be acquired in fiscal year 2023 and funding will be allocated as part of the budget process.

Camera Replacements

Sheriff

Project Overview

The body worn camera program is currently in its third year of operation. While replacements have taken place over these three years as needed, it is estimated that there will need to be a complete replacement of the program in the next five years. This will require replacing approximately 100 body worn cameras along with the servers which run the software and store the data for the cameras. In addition to the body worn cameras, approximately 60 in car cameras will need to be replaced in the next ten years. Each camera costs about $5,000.

Funding

Funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		$150,000				
Other						
Total Expenditures	$0	$150,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		$150,000				
Total Revenues	$0	$150,000	$0	$0	$0	$0

Status

The replacements will be acquired in 2022-2023.

Operations Building

Sheriff

Project Overview

This project will allow the Sheriff's department and other first responder personnel to have a space to conduct training exercises. Not only will this allow them to conduct specific operations related to their department, but it will allow joint training exercises between departments to practice for seamless execution during actual scenarios in the community where first responders need to work in unison.

Funding

The funding for this project will be derived from Fund Balance.

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						86,249
Land Acquisition						121,766
Construction						967,354
Technology						
Equipment						34,631
Other						
Total Expenditures	$0	$0	$0	$0	$0	$1,210,000
Revenues						
General Fund Reserves						1,210,000
Total Revenues	$0	$0	$0	$0	$0	$1,210,000

Status

This project will not begin until fiscal year 2029.

Substation
Sheriff

Project Overview

Currently the Sheriff's office is utilizing leased space in the Indian Land area. This project would allow for permanent space to be identified and either renovated or constructed to provide future certainty and allow for any expansion of operations in that area in the future.

Funding

Funding would be derived from Impact Fee dollars.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						110,000
Land Acquisition						1,000,000
Construction						2,001,940
Technology						
Equipment						50,000
Other						
Total Expenditures	$0	$0	$0	$0	$0	$3,161,940
Revenues						
General Fund Reserves						940,034
Impact Fee Revenue						$2,221,906
Total Revenues	$0	$0	$0	$0	$0	$3,161,940

Status

This project will not begin until fiscal year 2030.

Detention Center

Sheriff

Project Overview

The current Detention Center is very out of date and has reached the end of its functional life. Various issues have plagued and continue to plague the building making it difficult for officers to do their job effectively while remaining in a safe environment. Not only do these various issues make it unsafe for officers and make it difficult for them to perform their job, these issues also cause safety concerns for the inmates housed at the Detention Center. A new Detention Center will solve these issues and also help accommodate for the increase in inmates being housed at any given time due to the rise in the County's population.

Funding

The funding for this project will be derived from the One Cent Capital Project Sales Tax passed by the voters in the November 2020 election.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction	47,246,120					
Technology						
Equipment						
Other						
Total Expenditures	$47,246,120	$0	$0	$0	$0	$0
Revenues						
Capital Project Sales Tax 3	$47,246,120					
Total Revenues	$47,246,120	$0	$0	$0	$0	$0

Status

This project will be a multi-year project beginning next year.

Calvin Hall Road Culvert Replacement

Stormwater

Project Overview

This project involves replacing the current culvert on Calvin Hall Road near the intersection of SC-160. The location has a history of water overtopping the roadway during heavy rainfall events. In order to mitigate this issue, the culvert will not only be replaced but also resized to help prevent floodwaters from overtopping the roadway in the future. Being that it is a SCDOT road, maintenance of the road and the culvert will be the responsibility of SCDOT after the completion of the project.

Funding

The funding for this project will be derived from Fund Balance within the Stormwater Fund.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction					850,000	
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$0	$0	$850,000	$0
Revenues						
Stormwater Fee					850,000	
Total Revenues	$0	$0	$0	$0	$850,000	$0

Status

Will not begin until 2025.

Stream Gauging Stations

Stormwater

Project Overview

In order to observe and collect data regarding stream levels during significant rainfall events while also obtaining baseline data during times where there is not a significant rainfall event, this project will place gauging stations along streams in portions of the county where the Stormwater department operates. These stations will allow for staff to record stream levels in order to accurately predict and communicate flooding concerns and use that data to help mitigate flooding during significant rainfall events in the future.

Funding

The funding for this project will be derived from Fund Balance within the Stormwater Fund.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design						
Land Acquisition						
Construction						
Technology						
Equipment		150,000				
Other						
Total Expenditures	$0	$150,000	$0	$0	$0	$0
Revenues						
Stormwater Fee		150,000				
Total Revenues	$0	$150,000	$0	$0	$0	$0

Status

Will not begin until 2022.

Office Space

Development Services Division

Project Overview

This project consists of identifying and possibility constructing/renovating office space for the Development Services Division. This division, which encompasses the Building Inspections, Zoning, Stormwater and Planning departments, mirrors the population growth of the County. The more the County continues to grow, the more we will see these departments utilized in order to make sure that growth occurs in an orderly and systematic fashion. With more growth comes more work for these departments along with the need for more employees to accomplish an increased workload. A space will be needed in order to accommodate more employees and more work.

Funding

The funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design		185,000				
Land Acquisition		1,000,000				
Construction		2,705,000				
Technology						
Equipment		110,000				
Other						
Total Expenditures	$0	$4,000,000	$0	$0	$0	$0
Revenues						
General Fund Reserves		4,000,000				
Total Revenues	$0	$4,000,000	$0	$0	$0	$0

Status

Project is set to begin in fiscal year 2023.

Speculative Building
Economic Development

Project Overview

The Economic Development Department functions to bring businesses to the area. In order to aid in that process, Spec Buildings are often used to show what the county has to offer when courting businesses who are considering bringing their operations to the area. It is easier for businesses to envision themselves bringing their operations to the area when they are able to look at a potential space in real time.

Funding

The funding for this project will be derived from Fund Balance.

Expenditures						
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031
Planning/Design					200,000	
Land Acquisition						
Construction					3,800,000	
Technology						
Equipment						
Other						
Total Expenditures	$0	$0	$0	$0	$4,000,000	$0
Revenues						
General Fund Reserves					4,000,000	
Total Revenues	$0	$0	$0	$0	$4,000,000	$0

Status

Project will not begin until fiscal year 2026.

Appendix

Glossary

Bond – A written promise to pay a specified sum of money at a specific date together with periodic interest at a specified rate.

Budget – A comprehensive financial plan of operation which incorporates an estimate of proposed expenditures for a given period and the proposed means of financing them.

Budgetary Control – The control of management of a governmental unit in accordance with an approved budget for the purpose of keeping expenditures within the limitations of available appropriations and available revenues.

Debt – An obligation resulting from borrowed money or from the purchase of goods and services. Debts of government include bonds and notes.

Department – A major administrative unit of the County which manages an operation or group of related operations within a functional area.

Expenditures – The amount of cash paid or to be paid for a service rendered, goods received, or an asset purchased.

Fiscal Year – a 12 month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations. Lancaster County's fiscal year begins July 1st and ends the following June 30th.

Fund – A self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulation, restrictions, or limitations.

General Fund – The fund used to account for all financial resources except those required to be accounted for in another fund.

General Obligation (GO) Bonds – When the County pledges its full-faith and credit to the repayment of the bonds it issues, then those bonds are general obligation (GO) bonds. Sometimes the term is used to refer to bonds which are repaid from taxes and other governmental revenue.

Grant – A contribution by a government or other organization to support a particular function. Grants may be classified as either categorical or block, depending upon the amount of discretion allowed the grantee.

Ordinance – A formal legislative enactment by the governing board of a county. If it is not in conflict with any higher form of law, such as, a State statute, a Federal law, or constitutional provision, it has the full force and effect of law within the county to which it applies. The difference between an ordinance and a resolution is that the latter required less formality and has a lower legal status.

Revenue – income received or anticipated from taxes or other sources, such as licenses and permits, user fees, fines, and investments.

County Facilities Space Needs Study

August 2020



Prepared by:
Solutions for Local Government, Inc.

Lancaster County, South Carolina

County Facilities Space Needs Study

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SECTION 1. EXISTING SPACE

This Section provides the assessment summaries of 46 individually identified buildings which were occupied by the various departments and agencies for whom the County provides space. Note that the Airport Complex included seven (7) buildings and the Sheriff's Complex included six (6) buildings. In the sequence listed, the facilities addressed in the pages that follow include:

Emergency Communications/911
Airport Complex [7]
Coroner
Emergency Operations
EMS #1
EMS #2
EMS #3
EMS #4
EMS #5
EMS #6
EMS #7
EMS #8
EMS Headquarters
Fleet Operations Garage
Dell Webb Library
VA/Economic Development Building
Historic Jail
County Administration Building
Clemson Extension Building
Historic Library
Human Services Complex
Public Works Administration Office
Public Works Building Maintenance
Springdale Recreation Complex
Buford Recreation Center
Indian Land Recreation Complex
Andrew Jackson Recreation Complex
Sheriff's Office Complex [6]
LCSO Indian Land Substation
Barnett Building
Indian Land Service Center

Note:
When a building includes several different departments or agencies, the building's general information will be listed then the name of individual included departments, as sub-headings in bold print. For example: **Records Management [4,298]** The number in **[ ]** is the area (square feet) allocated Records Management within the building; in this case the County Administration Building.

Building: Emergency Communications/911

Address: 1941 Pageland Highway, Lancaster

Existing Building: 11,918 INSF

Included Departments/Agencies:

- Emergency Communications

Building Comments:

- An additional room is needed adjacent to the existing Server Room to accommodate equipment storage, tools and work space for County MIS personnel and contracted vendors servicing the equipment within the Server Room.

- The Call Center currently includes work stations for six (6) Telecommunicators; as annual call volume increases, as anticipated, there is room within the Call Center currently for up to five (5) additional work stations'

Building: Airport Complex

Address: 286 Aviation Blvd., Lancaster

Existing Buildings: 57,063 INSF

Included Departments/Agencies:

- Lancaster County Airport/McWhirter Field

Building Comments:

- The Terminal Building @ 2,580 INSF is clean and appears well-organized and maintained.

- While the physical structure appears to be in good condition it is dated and lacks features commonly found in more modern municipal airport terminals; among the most requested spaces being meeting rooms.

- Airport Commissioners have discussed the need for an expanded and/or new terminal.

- There are currently five (5) hangers on site to accommodate boarder/patron airplanes
    - Four (4) hangers @ 8,550 INSF and one (1) hanger @ 12,825 INSF
    - One (1) Service Garage @ 7,458 INSF

Building: Coroner

Address: 717 South Main Street, Lancaster

Existing Building: 2,511 INSF

Included Departments/Agencies:

- County Coroner

Building Comments:

- The offices and assigned staff work areas and several walkways are crowded with supplies, file cabinets, uniforms, etc. because the building lacks much needed general storage space.
- There is not a dedicated, securable Records Room, which is required before accreditation can be granted.
- The outdoor storage "trailer" is of limited use because much of the storage needed is for items that must be in a climate-controlled environment.
- The existing Conference Room is too small to accommodate staff meetings or, at times, family members of the deceased that wish to confer with the Coroner.
- The current Breakroom, small to begin with, is where staff lockers are located as well as the storage of chemicals that are intended for use in the Morgue.
- Considering the nature of the Coroner's responsibilities, on-going training of personnel is critical, yet space to conduct that training is unavailable.
- Space limitations will at times require that personnel must work on bodies out of doors, in the covered but open receiving area immediately adjacent the Morgue; for example, following multiple victim incidents and the time sequence of receiving victim deliveries.
- This outdoor area is downhill from the adjacent property which during even moderate rains will flood the work area as well, at times, the building itself.
- A designated "storage" room in the morgue is a mechanical room that houses the water heater and the IT/Server panel.
- During the summarization of the above comments it was stated that: "there is a very acute need for additional (several) personnel" in the Coroner's Office; unfortunately, there is currently no place to put even one.
- The site is very confining; parking of Coroner vehicles and staff personal vehicles is tight.
- The only practical option for expansion to provide for needed space appears to be on the south side of the building.

Building: Emergency Operations Center (EOC)

Address: 111 Covenant Place, Lancaster

Existing Building: 9,500 INSF

Included Departments/Agencies:

- Emergency Management

Building Comments:

- The building is generally adequate; however:
- Emergency Operations needs a temperature-controlled warehouse space, and
- An enclosed garage type space/facility for incident-specific vehicles and trailers.

Building: EMS Station #1

Address: 2006 Pageland Highway, Lancaster, SC

Existing Building(s): 10,190 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments:

- The square footage noted includes seven (7) structures that support EMS Department Administration, Training, Billing and Logistics functions as well as accommodations and ambulance staging facilities for the EMS crew that deploys from this location.
- The structures include:
  - Main Building-administrative offices & EMS #1 accommodations 4,810 INSF
  - Logistics Trailer 752 INSF
  - Enclosed Vehicle Garage 3,672 INSF
  - Open Canopy for EMS #1 Ambulances 597 INSF
  - Three (3) small individual storage buildings 359 INSF
- The outdoor open canopy under which EMS #1 Ambulances park does not provide the secure, climate-controlled space that is needed.
- Training needs more space, i.e. larger multipurpose/classroom and materials and equipment storage.
- Logistics needs more space, i.e. additional shelving, cabinet and floor space, a receiving & breakdown area for bulk deliveries, and a convenient loading platform.
- Preliminary discussions re: relocation of EMS #1 to a more strategic location, once the administrative offices and functions relocate to the new Headquarters building, are underway.

Building: EMS Station #2

Address: 1101 Crestfield Drive, Lancaster

Existing Building(s): 2,734 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments:

- The "station" is a former residence, the home and property given to the County by the City of Lancaster; apparently an assessment of the location based on area risk factors, population, etc. was not considered/evaluated before taking custody of the building.
- Subsequently, it is not strategically located to effectively cover the area to which it is assigned to respond.
- There is an enclosed garage adjacent the house, however, it is only capable of housing one (1) ambulance.
- This is the only EMS station in the County without a second back-up vehicle and unfortunately the positioning of the existing garage and parking area cannot accommodate further expansion.

Building: EMS Station #3

Address: 1301 McIlwain Road, Lancaster

Existing Building(s): 1,995 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments:

- Building is listed in county records as being 20 years old, however from its outward appearance and ill-configured and cramped interior living space, it appears much older.
- Water problems affecting the building on the low-lying site have been and continue to be an on-going problem.
- The building is in a high-crime area.
- Although the site could accommodate an expansion of the building, considering the above comments, time might be better spent re-evaluating the location and a new station.

Building: EMS Station #4

Address: 8290 Charlotte Highway, Indian Land

Existing Building(s): 3,438 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments: (EMS Station #4)

- The existing building is adequate for the purposes intended; however, it is poorly located to effectively cover the area to which it is assigned to respond
- Note: EMS #4 will be co-located with new Station #9 once construction is completed; (est. early Fall 2020).

Building: EMS Station #5

Address: 365 Rocky River Road, Lancaster

Existing Building(s): 2,228 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments:

- Existing building needs two (2) additional bedrooms and an additional restroom.
- The lack of a secondary exit from the sleeping quarters is a potential fire hazard.
- The current vehicle bays are not provided "drive-through" access, even though there appears to have been ample space on the site to do so during the initial construction.

Building: EMS Station #6

Address: 3855 Fork Hill Road, Kershaw

Existing Building(s): 1,493 INSF

Included Departments/Agencies:

- Emergency Medical Services

Building Comments:

- Outdoor open canopy under which Ambulances park does not provide the secure, climate-controlled space that is needed.
- The living space within the building (a former elementary school) is very small; 945 INSF including corridors.
- It is not strategically located to effectively cover the area to which it is assigned to respond.
- EMS #6 should be replaced with a purpose-built station that is more strategically located.

Building: EMS Station #7

Address: 309 Hart Street, Heath Springs

Existing Building(s): 1,264 INSF

Included Departments/Agencies:
- Emergency Medical Services

Building Comments:
- Outdoor open canopy under which Ambulances park does not provide the secure, climate-controlled space that is needed.
- The living space adjacent to the Canopy consists of a rather pathetic 520 square foot trailer.
- EMS #7 should be replaced with a purpose-built station that is more strategically located.

Building: EMS Station #8

Address: 10209 Edenmoor Parkway, Lancaster

Existing Building(s): 2,233 INSF

Included Departments/Agencies:
- Emergency Medical Services

Building Comments:
- The structure was originally built as a “model home” for the adjacent housing development.
- It is strategically located on Highway 521 in Lancaster.
- The drive through, enclosed vehicle bays are very efficient.
- The structure, overall, is adequate for its assigned purpose.

Building: EMS Headquarters

Address: 3758 Charlotte Highway, Lancaster

Existing Building(s): Finished area @ 19,900 INSF

Included Departments/Agencies:
- Emergency Medical Services

Building Comments:

- County records indicate the total square footage of the building is 28,260 GSF, of which 19,900 square feet are "finished".
- Work is underway to repurpose the building to serve as the new EMS Headquarters that will move from the current Pageland Highway location.
- The structure appears to be in good condition and able to provide significant and much needed space for the expansion of the Training and Logistics venues.
- The consolidation of Administration, Billing, Training & Logistics in a single building will facilitate and improve task and communications effectiveness.

Building: Fleet Operations Garage

Address: 1960 Pageland Highway, Lancaster

Existing Building: 5,700 INSF

Included Departments/Agencies:

- Public Works/Fleet Operation

Building Comments:

- The building has no reception/waiting area for employees dropping off/picking up vehicles.
- There is no visitor restroom.
- The Parts area is too small.
- There is a significant lack of storage, shelf, and bench space that contributes to crowding within the major bay/work areas.
- With a fleet of 500+ vehicles, additional vehicle bays, with wider and taller clearances, are needed now.
- The building is outdated; it cannot adequately accommodate the larger vehicles that have been purchased by the County in recent years, i.e. fire apparatus, public works vehicles, etc.
- Repairs and/or maintenance on vehicles that cannot be accommodated in the garage now have to be "sent out" to private vendors, at higher costs.
- A new more suitable and functional Fleet Operations Garage is needed.
- It is significant to note that the County has previously contracted for architectural/engineering services for the design of a new Fleet Operations Garage; the completed plans are available and were reviewed and noted to have sufficiently addressed the space needs concerns addressed; their date: November 2019; as yet, no action has been taken to implement bidding/construction.

Building: Dell Webb Library

Address: 7641 Charlotte Highway, Indian Land, SC
Existing Building: 11,021 INSF

Included Departments/Agencies:
- Lancaster County Library

Building Comments:
- The building is currently undergoing a complete internal renovation.
- Construction documents include the addition of a community room.

Building: Veteran Affairs (VA) & Economic Development Building

Address: 1033 West Meeting St., Lancaster, SC

Existing Building: 5,168 INSF

Included Departments/Agencies:
- Veteran Affairs [2,308 INSF]
- Economic Development [2,860 INSF]
- Risk Management [175 INSF]

Building Comments:
- The building appears to be in good physical condition.
- Space allocated to Veteran Affairs (VA), while adequate now, offers no room for future staff that will be necessary to accommodate anticipated increases in the number of veterans served.
- Economic Development is in a similar situation with regards to its assigned space; while it is somewhat larger than Veteran Affairs space, should the Department add personnel it would require some reconfiguring of its existing space.
- An issue of concern cited by VA was the lack of signage directing new clients and visitors to the office among the many buildings within the complex.
- One department or the other will likely require relocation in the not too distant future.

Building: Historic Jail

Address: 208 West Gay Street, Lancaster, SC

Existing Building: 1,780 INSF

Included Departments/Agencies:
- Project Management

Building Comments:

- The building is OLD!
- Ground level includes eight (8) offices and three (3) restrooms.
- Restroom dimensions are not compliant with ADA recommendations.
- The upper level of the building is not useable.
- Acoustics are awful.
- Water is leaching from the foundation into the walls and causing paint/plaster to blister resulting in occasional deposits of white powder on the floor/carpeting.

Building: County Administration Building

Address: 101 North Main St., Lancaster, SC

Existing Building: 40,897 INSF

Included Departments/Agencies:

Ground Floor

- Records
- Custodial Services
- Voter Registration/Elections
- Archives

First Floor

- Reception & Mail Room
- Zoning
- Auditor
- Human Resources
- Treasurer
- Delinquent Tax Collections
- County Attorney
- Finance
- Procurement
- Building Inspections
- Planning
- GIS

Second Floor

- Health Clinic
- County Council
- Administration
- Register of Deeds
- Management Information Systems (MIS)
- Assessor

Building Comments:

Ground Floor

Records Management [4,298]

- The records warehouse encompasses most of the space at 3,308 square feet.
- It includes many racks of commercial and/or built-in-place shelving, and a variety of filing cabinets that together hold hundreds of boxes/drawers of paper records.
- The configuration of the room is efficient and provides good aisle spacing to enable safe and easy access to/from file cabinets and shelving.
- At the end of the warehouse there is a wall of built-in shelving cubicles that are holding, again, well over 100 rolls of architectural/construction drawings, assumedly of various County projects.
- If these rolled drawings are important, and cannot be digitized, they should be unrolled and placed in "flat files" to reduce likelihood of premature deterioration.
- The public entrance to the Records area makes up the remaining 990 square feet of the space noted and includes a public service counter, office furniture and related equipment, work tables and supply storage space.
- It is in this area also that Records staff greet and assist County residents that wish to apply for a passport.
- It is significant to note that should an incident occur that required the activation of the building's security alarm, six (6) sets of fire doors (2 sets per floor), would be automatically closed to secure the occupied corridors of the building. The only place that would remain vulnerable would be Records Management because the public entrance door to the Records area is on the *wrong side* of the Fire Doors.

Custodial [735]

- This room provides a base of operations and supply storage for the custodial staff assigned to maintain the County Administration building.
- Existing space appears to be adequate to accommodate current responsibilities of the personnel assigned.

Voter Registration & Elections [4185]

- Note: As this report was being prepared it was known that Voter Registration & Elections was going to be relocated to renovated space in the Barnett Building at 1228 Colonial Commons Court in Lancaster with the "move" date pending. Subsequently, however, two issues of concern were noted regarding the *existing* space:
- The Equipment Room, which comprises 1,643 square feet of the total noted, is where all voting machines and equipment, polling place signs, and precinct carts that move the equipment are securely stored when not in use; it is anticipated additional voting machines and equipment will

be needed to accommodate the November 2020 general election; there will be nowhere to secure those machines when they arrive.

- The County has spent a considerable amount of money attempting to mitigate the moisture problem, i.e. penetration through the foundation (below grade) wall; efforts have apparently been unsuccessful as numerous dehumidifiers continue to run without notable results per County staff.

Archives [1521]

- This room is located between Records Management and Voter Registration & Elections across from the ground floor elevator lobby and is designated for archive storage according to the original architectural drawings.

- The space is adequate for the purpose specified.

First Floor

Reception/Mail Room [193]

This space appears adequate for the purpose(s) designated.

Zoning [599]

- This space is awful.

- It lacks an adequate reception counter for public visitors.

- It lacks adequate plan review space to enable effective layout and review of drawings submitted.

- It lacks sufficient work space for current employees, and no space for the incoming new employee.

- Zoning needs to be co-located with Planning, Building Inspections & Stormwater Departments.

Auditor [1,361]

This space appears to be adequate for the personnel assigned and the purposes designated.

Human Resources [783]

- There is no designated entry/reception area, much less adequate seating for visitors.

- Support personnel that work in open work stations located near the entry must endure frequent interruptions.

- Human Resources needs a separate room, that can be secured and designated solely for the storage of personnel files that the Department and the County are responsible for.

- There is no available space to provide an open copy/work & layout area for materials that are prepared for distribution to County employees.

- An internal meeting room is needed to accommodate staff meetings, employment candidate interviews, and existing and/or new employees when needing to complete paperwork or meet with Department personnel.

- There is no space within this area that would allow for expansion much less additional/future personnel.

- There is currently only one-way in or out of this space.

Treasurer [1,428]

- This space appears to be adequate for the personnel assigned and the purposes designated.

Delinquent Tax Collections [1,444]

- This space appears to be adequate for the personnel assigned and the purposes designated.

County Attorney [395]

- This space, although rarely used, is appropriate for the purpose designated.

Finance [2,221]

- While overall, this space is adequate for the *current* number of personnel assigned and the responsibilities designated, the layout of the offices created when the space was converted from a courtroom was poorly thought out, resulting in inefficient and poor use of the spaces configured.

- Additional personnel are anticipated; however, the current configuration offers few if any options to provide additional work space.

- The Budget Director and associated staff will need additional space as well.

Procurement [324]

- There is no designated entry/reception area.

- Upon entering the Procurement office from the adjacent corridor, visitors find themselves amid two employees' open work stations.

- There is no seating for visitors.

- The Procurement Officer's work space is small and awkwardly configured.

- The office would benefit from having a dedicated conference space to meet with vendors, perspective vendors, Department heads, etc.

Building Inspections [2349]

- Additional and more adequate storage space for architectural drawings, construction documents and files are needed.

- Area lacks adequate plan review and layout space.

- Open work area occupied by building inspectors, while crowded now, will become more so with anticipated arrival of additional staff during FY 2020-2021.

- Building Inspections needs to be co-located with Zoning, Planning & Stormwater Departments.

Planning [1,274]

- The Director's office is too small to accommodate the responsibilities currently assigned.

- Open cubicles for staff are adequate in concept, however each should be larger to accommodate the space needs of the employees that occupy them.

- Additional open, layout space is needed to better facilitate discussions regarding on-going projects, review of land use maps, site plans, etc.

- Dedicated conference space is needed to accommodate meetings with visitors and Development Services Division personnel in a setting that does not interrupt staff working in open cubicles.

- Planning needs to be co-located with Building Inspections, Zoning, & Stormwater Departments.

GIS [64] [Currently within Planning]

- The current space assigned is very inadequate.

- It lacks convenient access to a large-format printer, adequate layout/display space of maps produced, and storage space for supplies and materials used daily.

- Space that is assigned must include work space for additional personnel.

Second Floor

Clinic [294]

- The current Health Clinic space is open, clean, well-lit, temperature controlled, and can easily accommodate adequate patient seating, exam space, a physician work area and the storage of appropriate medical materials and supplies.

- It does not include within, a wash sink.

County Council [1985]

Existing space is adequate to accommodate current Council duties and activities.

Administration [2,235]

Existing space is currently adequate to accommodate responsibilities of personnel assigned.

Register of Deeds [1,498]

- As of this writing, the Register of Deeds office is being renovated to accommodate much needed enhancements to the space.

- Those enhancements include a private office for the Register of Deeds, a built-in counter from which staff and visitors can converse, and new work stations for staff.

- Upon completion this space will be adequate to accommodate the current responsibilities of personnel assigned.

Management Information Systems (MIS) [946]

- Existing space allocated cannot support the current department staff.
- Circulation between offices and work spaces is poor.
- Area design overall is inefficient.
- The department does not have a designated Training Room to accommodate needs/demand, i.e. for staff meetings and the County employee training responsibilities of the Department.
- There are no vacant offices or work spaces available for needed expansion of anticipated new personnel.
- The building's (water) sprinkler system is an inappropriate method of fire protection in this area.

Note: The above comments refer to the space currently located in the County Administration Building. MIS also has additional space at the Sheriff's Complex that will be discussed under that heading. As of this writing, space in the Barnett Building at 1228 Colonial Commons Court in Lancaster is currently being renovated for MIS to consolidate staff from both buildings in a single location; further discussion regarding that move and MIS space will be included under the subheading "Barnett Building".

Assessor [3,516]

- The space currently assigned to the Assessor, while initially appearing spacious, is quite awkward in its configuration, i.e. not as efficient as it could be.
- The space is crowded to the extent that an internal windowless former vault is now an employee's office.
- There is no room within the existing space to expand to accommodate needed personnel.
- Department would benefit from an internal conference/training room to accommodate staff meetings, training, and meetings with visitors and venders.
- A location convenient to the ROD, Auditor, Treasurer and Finance is critical.

Building: Clemson Extension Building

Address: 107 South French Street, Lancaster, SC

Existing Building: 2,459 INSF

Included Departments/Agencies:

- Clemson Cooperative Extension

Building Comments:

- Impression of the building upon entry: "old, worn out & run down".

- There is evidence of numerous roof leaks and exterior wooden window sills are deteriorating.
- Use of two rooms is limited due to lack of electrical outlets.
- Restrooms are not ADA compliant.

Building: Historic Library

Address: 210 West Gay Street, Lancaster, SC

Existing Building: 1,256 INSF

Included Departments/Agencies:
Former Library

Building Comments:

- The stone inlay above the door indicates that the library was built in 1904.
- There are two (2) small rooms of +/- 100 square feet each, on each side of the open entry foyer which are currently used by EMS for storage.
- The large room at the back of the building is used by EMS and others as needed for training or meetings.
- The room's capacity, depending upon layout, is 20-30 adults.
- There are two (2) operable restrooms, neither of which are ADA compliant.
- Considering the noted age of the building, water issues, i.e. leaks, and deterioration of wall finishes at top of window bays, suggest that the building might not be appropriate for permanent occupation by a County Department or other organization; however, continued use as an occasional training venue is probably fine.

Building: Human Services Complex

Address: 1837 Pageland Highway, Lancaster,

Existing Building: 25,791 INSF

Included Departments/Agencies:

- Department of Health [14,151]
- Department of Social Services [11,640]

Building Comments:
Note: When this building was first assessed, the Health Department occupied approximately 55% of the total INSF noted; 14,151 INSF. Recently, the Department was relocated to the previously referenced

Barnett Building in Lancaster. The County's current intensions are to renovate the building for DSS alone. Subsequently, the comments that follow reflect *the current space* occupied by DSS and the conditions that now exist.

- The space, and conditions under which DSS employees currently work is: "Awful".
- The serious lack of space, together with the configuration and distribution of the space within the building significantly inhibits compliance with critical security and confidentiality of information protocols (requirements) with which DSS is expected to comply.
- The building design and current space limitations impede full compliance with IRS, Employment Security Commission, Social Security Administration and with federal HIPPA laws and regulations.
- The records room meets neither State nor federal requirements regarding room capacity, security, and access.
- Restrooms designated for client use should be provided within the various work unit areas to keep from having to interrupt a meeting to escort a client across the building, through other work areas, and back; to use a restroom.
- The *current* space occupied by DSS has but a single "position" restroom, which is not ADA compliant.
- Visitation space utilized by staff for monitoring visits between adults and children is poorly located within the building and woeful at best, in terms of size and accommodations.
- When DSS must remove a child or children from their home, wherein DSS then assumes temporary custody, necessary accommodations should include at least dedicated dressing, bathing, sleeping and restroom facilities; these accommodations currently, are inadequate.
- There are various randomly located rooms designated for storage purposes throughout the building; all are full.
- Additional storage beyond the above referenced rooms is relegated to space atop file cabinets or in boxes stacked in corners of offices or in hallways.
- Current copy/work areas in hallways impede hallway traffic and are inconvenient to staff that need to access them.
- Facilities to adequately accommodate formal training activities, including tele/video conferencing are lacking.
- The building's configuration is the most significant factor limiting efficiency, functional area adjacencies, and circulation within and between designated work units.
- In certain work units private offices are paramount to complying with the aforementioned requirements; there are very few of them.

- Employees in other program units, that may operate from open work stations, must have access to private interview rooms that are available when needed; there are none.
- There is a significant lack of work unit specific storage as well a general department materials and equipment storage.
- Program work units lack conference/meeting rooms in which to hold unit staff meetings, case staffing, and client progress evaluations.
- The Department does not have access to a suitably sized training/multipurpose room.

Building: Public Works Administration Office

Address: 1980 Pageland Highway, Lancaster,

Existing Building: 1,425 INSF

Included Departments/Agencies:
- Public Works Administrative Office
- Building Maintenance

Building Comments:
- When entering the building, visitors walk directly into the Office Manager's open work space, i.e. there is no lobby/seating or designated reception area.
- Open work spaces are crowded and individual offices are inadequately sized.
- The building lacks a designated space for the layout and review of large format drawings and construction documents.
- A Copy/Work room, centrally located, could provide needed cabinet storage space for office supplies, a service counter, fax, etc.
- Space is needed to accommodate flat file storage for large format drawings/plans.
- As the Administrative Office of the Public Works Department, the building needs an adequate Conference Room to accommodate staff meetings as well as meetings with visitors and vendors.
- Restrooms are not ADA compliant.
- The building is not sprinkled.
- In short, the Public Works Administrative "Office" could more aptly be referred to as a "Hut".
- The Public Works Department:
  - Lacks a Warehouse

- Needs a designated Sign Shop in which to fabricate the County's road signs.
- Does not have crew facilities, i.e. locker room(s), showers, restrooms lunch room, etc.

- Currently there are no enclosed garage spaces or even open canopy/covered spaces on the site for parking of heavy equipment and various other department vehicles when not in use.

Building: Building Maintenance

Address: 1980 Pageland Highway, Lancaster,

Existing Building: Office/Workshop [2,094 INSF]

Included Departments/Agencies:
- Public Works/Building Maintenance

Building Comments:
- The primary Building Maintenance combination office/workshop is a long narrow building which originally was the dining hall for the "chain-gang" inmates housed in the adjacent barracks building.

- The configuration of the building inhibits the functionality of the space; the size and type of equipment and machinery that can be used in the building is limited; the dust/debris created when working on existing equipment typically settles on the office area desk and paperwork.

- The current floor tile that has been installed over old asbestos floor tiles extends most of the way to the back of the building, however, there remains exposed 8-inch (asbestos) floor tile at the back of the building.

- The building does not have a restroom or wash sink.

- The building is not sprinkled.

- An adjacent "Garage/Workshop" (included in the INSF noted above) and reportedly built in the 1950s, has recently been upfitted by Building Maintenance personnel to provide a more open work space for projects that cannot be accommodated in the original building.

- It will also provide "some" additional storage capacity for maintenance supplies and materials.

- While this area will provide a "band-aid" for perhaps a couple of years, it will do little to correct the shortcomings of the (Office/Workshop) building.

Building: Springdale Recreation Complex

Address: 260 South Plantation Road, Lancaster
Existing Building: 20,370 INSF

Included Departments/Agencies:
- Parks & Recreation

Building Comments:
- Parks & Recreation administrative personnel are currently located in this building.
- The combined area of the Administrative offices, together with those spaces allocated for personnel assigned to address the day-to-day activities at the Springdale Complex, are quite congested.
- Consequently, the Department's administrative personnel are pending relocation to the Barnett Building at 1228 Colonial Commons Court in Lancaster.
- Renovations are scheduled to be completed in August.

Building: Buford Recreation Complex

Address: 4073 Hurley Walters Road, Lancaster

Existing Building: 16,005 INSF

Included Departments/Agencies:
- Parks & Recreation

Building Comments:
- Current Building space is adequate for the purposes intended.
- Department ground crews servicing this location need a stand-alone Maintenance/Equipment building on this site.

Building: Indian Land Recreation Complex

Address: 8286 Charlotte Highway, Indian Land

Existing Building: 12,125 INSF

Included Departments/Agencies:
- Parks & Recreation

Building Comments:
- Current Building lacks adequate office space for the activities/programs intended.
- Significant renovation and an addition to the building is currently in design; and neither the estimated square footage nor a construction start date have been identified.

- Note: EMS Station #4 is co-located on the site of the Indian Land Recreation complex; which, upon completion of EMS Station #9/4 will move; the building [3,438 INSF], when vacated, will revert to the Recreation Department.

Building: Andrew Jackson Recreation Complex

Address: 6354 North Matson Street, Kershaw

Existing Building: 12,125 INSF

Included Departments/Agencies:
- Parks & Recreation

Building Comments:
- Current Building space is adequate for the purposes intended.

Building: Sheriff's Office Complex

Address: 1520 Pageland Highway, Lancaster

Existing Buildings: 32,794 INSF
- Logistics
- MIS (IT)/Help Desk
- Administration
- Investigations
- Physical Training
- CSI/Property

Included Departments/Agencies:
- Lancaster County Sheriff's Office

Building Comments:

Logistics [1,181 INSF]
- This building is a former residence that has been upfitted to accommodate the Department's inventory of uniforms, body armor, equipment, devices, and supplies; etc. essentially those items that a Deputy will wear, carry, and/or use while on duty.

- The interior spaces are well organized and maintained, however, additional space will soon be needed as the Department continues to grow.

MIS/Help Desk [1,383 INSF]
- This building houses staff of the County's MIS department; specifically, those that receive and respond to Help-Desk requests from employees regarding technology/computer issues.

- The building space allocated appears generally adequate to address the responsibilities currently assigned.

- At times, bulk deliveries of equipment received, that are eventually distributed to County departments, cause congestion at the entry to the building.

- The MIS staff located in this building are expected to vacate and move to the Barnett Building with the rest of the MIS staff when renovations are completed.

Administration [12,024 INSF]

- The Administration building is a two-story structure and the largest on the property.

- The location of offices and arrangement of open work spaces on both levels of the building appear to accommodate efficiency in communications and movement.

- The building is very well maintained.

- There does appear to be space; albeit *limited space*; available to accommodate additional/future personnel, provided they will not need a private office.

- The Department needs an adequate muster/multipurpose (Operations Building) to accommodate at least the number of personnel equal to two consecutive shifts for briefings and distribution of information.

Investigations [6,179 INSF]

- This building is a two-story structure consistent in design of the Administration Building.

- The location of offices, meeting rooms and common areas and arrangement of open work spaces on both levels of the building appear to efficiently accommodate the requirements of the personnel assigned.

- As with the Administration Building, there does appear to be space; again, *limited space*; that could accommodate additional/future personnel.

- The Investigations Division would benefit from access to the referenced Operations Building which would offer a venue for planning, staging, deployment and monitoring of significant Department and joint/multiagency law enforcement operations occurring/underway within the County.

Physical Training (1,901 INSF]

- Existing space is well equipped and organized to accommodate an estimated 8-10 department personnel at one time involved in various weight, aerobic, strength and agility training activities.

CSI/Property [10,125 INSF]

- This single-story metal building houses Crime Scene Investigations (CSI) and the Property Unit.

- A significant portion of the identified square footage is the Property Room which consists of many rows of shelving units that contain thousands of recovered property items and confiscated evidence.

- The Property Unit receives, catalogs and places into inventory, on average, 650-750 pieces of evidence per month.

- The property room is well organized; however, it is nearly full and could use additional space now.

- CSI needs additional enclosed and securable garage space in which to analyze vehicles confiscated wherein a homicide occurred.

Building: LCSO Substation

Address: 1821 Sandalbrook Road, Indian Land, SC

Existing Building: 1,812 INSF

Included Departments/Agencies:
- Lancaster County Sheriff's Office

Building Comments:
- Existing space is adequate to accommodate the current responsibilities of personnel assigned.

Building: Barnett Building

Address: 1228 Colonial Commons Court, Lancaster

Existing Building: 39,186 INSF

Included Departments/Agencies:
First Floor
- Lancaster County Health Department
- Voter Registration/Elections
- Shared Classroom
- Lancaster Pharmacy (Private Business)

Second Floor
- Lancaster County Library (Main)
- Management Information Systems (MIS)
- Parks & Recreation Administration

Building Comments:

First Floor

Lancaster County Health Department [12,910]

- Existing space is adequate to accommodate the current responsibilities of the personnel assigned.

Voter Registration & Elections [6,194]

- The space designated and recently renovated for Voter Registration & Elections is 2,009 square feet larger than the Department's current space (4,185) in the County Administration building.
- Unfortunately, the configuration of this new space is not as functional as the former, smaller space, and certainly not as user-friendly for the *but three* (3) staff members.
- The major space issue noted previously in the Administration Building was that the Equipment Room was too small @ 1,643 unencumbered square feet.
- The room designated for voting equipment in this building is 1,025 unencumbered square feet; over 500 square feet *less than* the space that was allocated in the Administration Building.
- If the combined area of the four rooms adjacent and accessible to the voting equipment room were utilized, it would only add 355 more square feet; note also that three of the four rooms are less than 80 square feet, i.e. moving equipment in and out of these rooms will be cumbersome at best.

Shared Classroom [1947]

- At the back of the designated Classroom there are several individual spaces for which a purpose has yet to be determined, one of which is a restroom accessible from the open classroom area.
- The currently unencumbered area where seating and tables can be arranged, is approximately 1,024 square feet; allowing seating at tables for 36-40 adults or row seating arranged auditorium style for 65-70.

Lancaster Pharmacy [1,918]

- The Pharmacy is a privately owned business that has occupied this space for several years.

Second Floor

Lancaster Public Library (Main Branch) [4,385]

- This is a temporary location pending completion of the Main Library renovation and additions.

Management Information Systems (MIS) [2,615]

- MIS has been designated to move operations from space in the Administration Building [946 sf] and from the Lancaster County Sheriff's Complex [1,383] to the Barnett Building once space renovations, currently underway, are completed.
- This move and the space assigned addresses *only current* staff and corresponding space needs.
- A current Library space, once vacated, should be set aside for MIS expansion, to include elevator access, additional offices, and a training room.
- See also MIS Space List Worksheet included in Appendix B.

Parks & Recreation [1,175]

- Space has been renovated to accommodate the Administrative staff of the Parks & Recreation department.; projected move-in date is late August-early September.
- The space will include a reception area, staff offices, meeting, storage, and various relevant support spaces.
- The space vacated will be repurposed to better accommodate personnel assigned to address the day-to-day activities at the Springdale Complex.

Building Space not yet allocated [8,042]

Building: Indian Land Service Center

Address: 8451 Charlotte Highway, Indian Land

Existing Building: 2,024 INSF

Included Departments/Agencies:

- Stormwater/Engineering

Building Comments:

- Although titled "Indian Land Service Center", the employees working out of this space include only the employees of the Engineering/Stormwater Unit of the of the County's Development Services Division.
- A small meeting room was recently converted to an office for a new employee, subsequently there is no room for expansion of personnel in the existing space.
- Additional general storage space is needed.
- A larger room is needed for conducting large format plan reviews, which often involve two or more adults.
- More space is needed to better accommodate the storage of the many sets of construction drawings maintained, i.e. numerous flat files and/or hanging racks.
- Crews need an area to wash down trucks and themselves before reentering the building.
- There is no dedicated area in the building for crew members to participate in training activities, eat lunch, or attend meetings.
- Stormwater/Engineering should be co-located with the Planning, Building Inspections and Zoning departments, i.e. the Development Services Division.
- The lease for Stormwater/Indian Land Service Center ends January 31, 2023; with regards to this timeframe, see Recommendation #5 "Comments" on page 48.

SECTION 2. BUILDING & DEPARTMENT SUMMARY TABLES

The Section includes tables that are provided as summaries of the assessment findings regarding the space needs identified in Section 1.

- Combined Building & Department Summary
- Building Summary

Each table includes the same three (3) column headings identifying the space/space needs of the building, department, department division or agency referenced; those columns are titled:

- Current Space
- Current Need
- Existing Deficit

A dash mark, " — ", in the Space Deficit column indicates that there was no deficit identified.

Figure 1
Building & Department Summary Table

Department/Agency/Building	Current Space	Current Need	Existing Deficit
Emergency Communications/911	11,918	12,078	**160**
Airport Complex [57,063]			
Terminal	2,580	6,580	**4,000**
Service Garage	7,458	7,458	-
Hangers	47,025	47,025	-
Coroner	2,511	3,659	**1,148**
Emergency Operations Center	9,500	18,056	**8,556**
EMS Station #1			
Administration, Training, Logistics	7,188	7,188	-
EMS #1	3,002	3,228	**226**
EMS Station #2	2,734	3,278	**544**
EMS Station #3	1,995	3,228	**1,233**
EMS Station #4	3,438	3,438	-
EMS Station #5	2,228	2,588	**360**
EMS Station #6	1,493	3,228	**1,735**
EMS Station #7	1,264	3,228	**1,964**
EMS Station #8	2,233	2,233	-
EMS Headquarters	19,900	19,900	-
Fleet Operations Garage	5,700	12,816	**7,116**
Dell Webb Library	11,021	11,021	-
Historic Jail	1,780	1,780	-
VA & Economic Development			
Veteran's Affairs	2,308	2,308	-
Economic Development	2,860	2,860	-
County Administration Building			
Records Management	4,298	4,298	-
Custodial	735	735	-
Voter Registration/Elections	4,185	4,185	-
Archives	1,521	1,521	-
Reception/Mailroom	193	193	-
Zoning	599	1,081	**482**
Auditor	1,361	1,361	-
Human Resources	783	1,558	**775**
Treasurer	1,428	1,428	-
Delinquent Tax Collections	1,444	1,444	-
County Attorney	395	395	-
Finance	2,221	2,571	**350**
Procurment	324	834	**510**
Building Inspections	2,349	2,819	**470**
Planning	1,274	1,764	**490**
GIS	64	596	**532**
Health Clinic	294	294	-
County Council	1,985	1,985	-

Figure 1, Continued
Building & Department Summary Table-Continued

Department/Agency/Building	Current Space	Current Need	Existing Deficit
Administration	2,235	2,235	
Register of Deeds	1,498	1,498	-
MIS	946	946	-
Assessor	3,516	4,371	**855**
Clemson Extention Building	2,459	2,879	**420**
Historic Library	1,256	1,256	-
Human Services Complex	25,791	25,791	-
Public Works Office	1,425	2,166	**741**
Public Works-Building Maintenance	2,094	2,360	**266**
Public Works-Warehouse	-	3,010	**3,010**
Public Works-Crew Facility	-	2,220	**2,220**
Public Works-Sign Shop	-	800	**800**
Sprindale Recreation Complex	20,370	20,370	-
Indian Land Recreation Complex	12,125	12,125	-
Buford Recreation Complex	16,005	17,205	**1,200**
Andrew Jackson Recreation Complex	12,125	12,125	-
Sheriff's Complex			
Logistics	1,181	1,181	-
MIS/Help Desk	1,383	1,383	-
Administration	12,024	12,024	-
Investigations	6,179	6,179	-
Operations Building	-	2,960	**2,960**
Physical Training	1,901	1,901	-
CSI/Propery	10,125	14,925	**4,800**
LSCO Substation-Indian Land	1,812	1,812	-
Barnett Building			
Health Department	12,910	12,910	-
Voter Registration/Elections	6,194	6,194	-
Shared Classroom	1,947	1,947	-
Pharmacy	1,918	1,918	-
County Library (Main)	4,385	4,385	-
MIS	2,615	4,092	**1,477**
Parks & Recreation Administration	1,175	1,175	-
Unallocated Space	8,042	8,042	-
Indian Land Service Center	2,024	2,604	**580**
Column Totals:	**353,249**	**403,229**	**49,980**

Figure 2
Building Summary

	Building	Current Space	Current Need	Existing Deficit
1	**Communications Building**	11,918	12,078	**160**
2	**Airport Terminal**	2,580	6,580	**4,000**
3	**Airport Service Garage**	7,458	7,458	-
4	**Airport Hangers** [5 Buildings]	47,025	47,025	-
5	**Coroner**	2,511	3,659	**1,148**
6	**Emergency Operations (EOC)**	9,500	18,056	**8,556**
7	**EMS #1**	10,190	10,416	**226**
8	**EMS #2**	2,734	3,278	**544**
9	**EMS #3**	1,995	3,228	**1,233**
10	**EMS #4**	3,438	3,438	-
11	**EMS #5**	2,228	2,588	**360**
12	**EMS #6**	1,493	3,228	**1,735**
13	**EMS #7**	1,264	3,228	**1,964**
14	**EMS #8**	2,233	2,233	-
15	**EMS Headquarters**	19,900	19,900	-
16	**Fleet Operations Garage**	5,700	12,816	**7,116**
17	**Dell Webb Library**	11,021	11,021	-
18	**VA/ Econ Dev Building**	5,168	5,168	-
19	**Historic Jail**	1,780	1,780	-
20	**County Administration Building**	33,648	38,112	**4,464**
21	**Clemson Extension Building**	2,459	2,879	**420**
22	**Historic Library**	1,256	1,256	-
23	**Human Services Complex**	25,791	25,791	-
24	**Public Works Administration Office**	1,425	2,166	**741**
25	**Public Works Building Maintenance**	2,094	2,360	**266**
26	**Public Works Warehouse**	-	3,010	**3,010**
27	**Public WorksCrew Facility**	-	2,220	**2,220**
28	**Public Works Sign Shop**	-	800	**800**
29	**Springdale Recreation Complex**	20,370	20,370	-
30	**Buford Recreation Center**	16,005	17,205	**1,200**
31	**Indian Land Recreation Complex**	12,125	12,125	-
32	**Andrew Jackson Recreation Complex**	12,125	12,125	-
33	**Sheriff's Office Complex** [6 Buildings]	32,793	37,593	**4,800**
34	**Sheriff's Office Operations Building**	-	2,960	**2,960**
35	**SO - Indian Land Substation**	1,812	1,812	-
36	**Barnett Building**	39,186	40,663	**1,477**
37	**Indian Land Service Center**	2,024	2,604	**580**
	Column Totals:	**353,249**	**403,229**	**49,980**

SECTION 3. PROJECTING FUTURE NEEDS

- Projecting Future Needs
- County Population
- Beyond 2020
- County Employees
- Anticipating Future Personnel
- Estimating Future Space Needs
- Summary of Future Space Needs

Projecting Future Needs

Following the assessment of current County building space needs, additional study was undertaken to identify what might be anticipated in terms of future space needs beyond that already identified. The time frame suggested for this information was 20 years; 2020-2040.

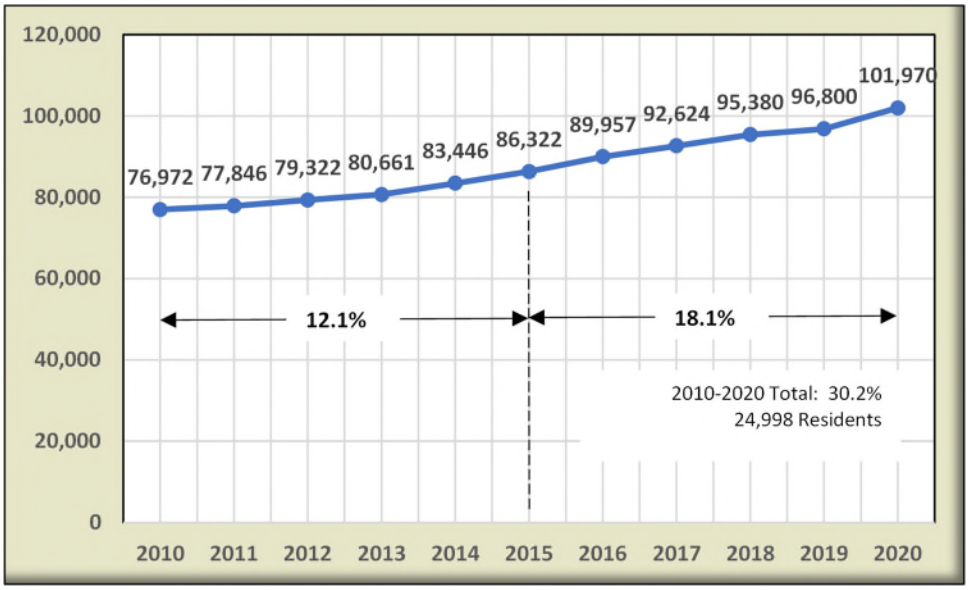
The County provides services to its resident and visitor populations via the individuals it employs. Therefore, the methodologies used to project future needs; whether people, workload, or space; will typically involve an examination of recent year trends of those same characteristics; in this case the County's population and its number of employees.

Various sources were utilized in the development of the data that follows. Among them, the South Carolina Revenue & Fiscal Affairs Office, and the World Population Review/US Census Bureau for population data. And, the County's annual budget documents for fiscal year County employee data.

County Population

This graph identifies the annual resident populations of Lancaster County from 2010-2020.

Figure 3
Lancaster County Resident Populations
FY 2010-FY 2020



The graph identifies an increase in the County's population of 30.2% for the 10 years illustrated. Beginning in 2013, through midyear 2019, the graph line suggests a more robust rate of growth per year than that seen during the first three years of the decade. The 2019-2020 one-year increase of 5.3% suggests that the growth is likely to continue.

Beyond 2020

The South Carolina Revenue & Fiscal Affairs Office has provided population projections, by County, for the years 2020, 2025, 2030, and 2035. And, utilizing linear regression trend analysis software, these projections were extended an additional five years to 2040. For Lancaster County, these numbers represent a very significant rate of increase in population over the next two decades.

Figure 4
Lancaster County Population Projections
2020-2040

2020	2025	2030	2035	2040
101,970	119,370	138,925	160,500	178,978

Illustrated graphically, the 2020-2030 and 2030-2040 trend lines are as follows:

Figure 5
Projected Annual Populations
2020-2030

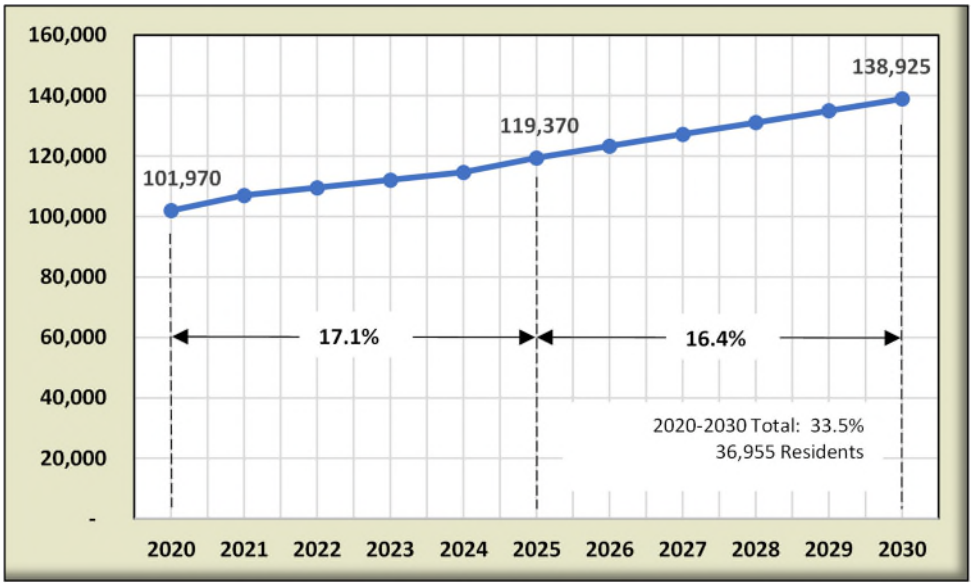
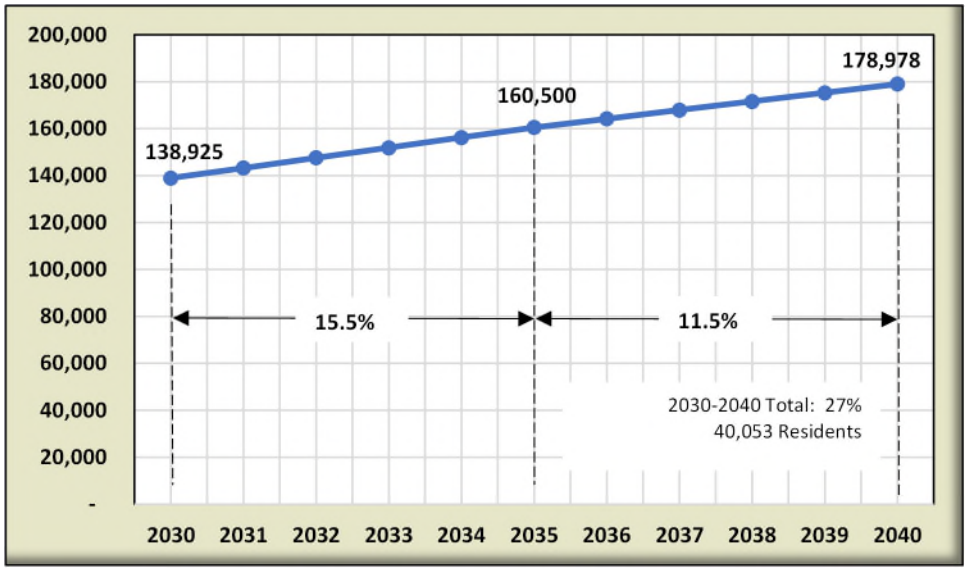


Figure 6
Projected Annual Populations
2030-2040



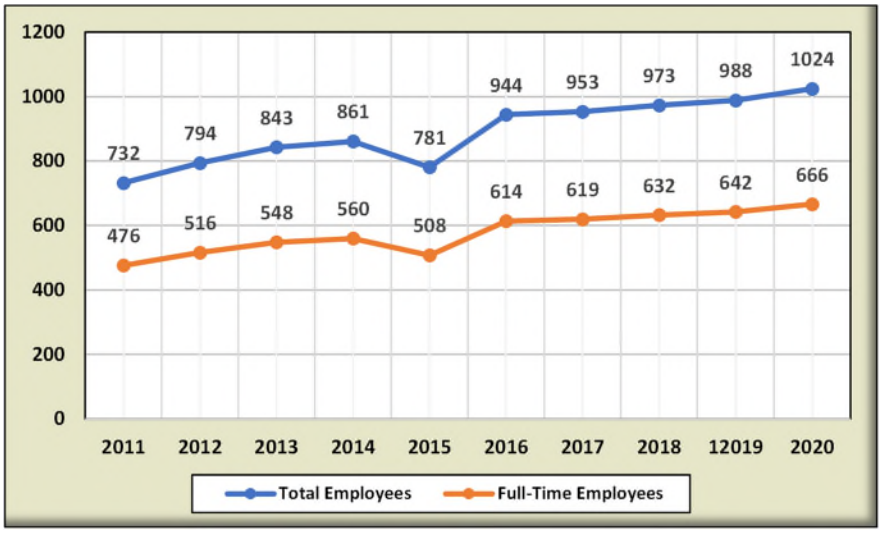
These projections suggest that Lancaster County will realize an increase in population, over the next 20 years, of 60.5%; and an additional 77,008 residents. This is an incredibly significant rate of growth for a County with a July 2020 estimated population of, already, just under 102,000.

The impact on the County's economy is certain to be incredibly significant as well. In turn, the demand for accessible and reliable County services, i.e. public safety, development support, etc. will surely increase. And certainly, citizen expectations for an ever expanding and well-maintained infrastructure system will be an on-going priority. Inevitably, for the County, this will mean additional employees.

County Employees

Each year the County's budget document includes a "Position Summary" of the total number of full and part-time employees by Department. Following a survey of County Department and Division managers, it was determined that the 2020 profile included 358 part-time employees and 666 full-time employees. The full-time employees represented 65% of the total work force. The graph that follows uses this same percentage to estimate the past 10-year history of the County's approved total and full-time work force for fiscal years 2011-2020.

Figure 7
Lancaster County Authorized Positions
FY 2011-2020



While the total number of employees is important, the correlation of the number of full-time employees per unit of population served; in this case the number of employees per 1,000 residents; is the variable that will be incorporated into the calculations of future space needs. In this case, the number of full-time employees per 1,000 resident population was very consistent year-to-year. This table illustrates the number of full-time employees/1,000 residents for 2011-2020. The average per year was 6.53/1,000.

Figure 8
Lancaster County Full-Time-Employees/1,000 Residents
2011-2010

Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Population	77,846	79,322	80,661	83,446	86,322	89,957	92,624	95,380	96,800	101,970
Employees	476	516	548	560	508	614	619	632	642	666
Employees/1,000	**6.11**	**6.51**	**6.79**	**6.71**	**5.88**	**6.82**	**6.69**	**6.63**	**6.63**	**6.53**

Applying the 2011-2020 average employee-to-population ratio (6.53) to the State's projected future year populations (Figure 9) , the estimated number of full-time employees for these future years would be as follows:

Figure 9
Projected Annual Number of Full-Time Employees /1,000 Residents
2020-2040

Year	2020	2025	2030	2035	2040
County Population	101,970	119,370	138,925	160,500	178,978
Avg. # Employees/1,000	–	6.53	6.53	6.53	6.53
Est. # Employees	**666**	**779**	**907**	**1048**	**1169**

Based on these numbers, the projected increase for the period 2020-2040 is 75.5% and 503 additional full-time employees. For the 10-year period of 2020-2030, the projected increase is 36.2% and 241 additional full-time employees. Note that the number of full-time employees identified in the 2020 column (666) was for ALL full time County employees. The discussion that follows will pertain only to that percentage of employees related to the facilities studied.

Anticipating Future Personnel

The purpose of this study was to assess the space needs of designated County buildings occupied and used by various County Departments and related local government agencies. Based on the referenced 2020 Position Summary, the 46 buildings assessed were occupied and used by 474 of the 666 full-time employees identified above.

The calculation of the number of future year employees begins with applying the average employee-to-population ratios noted in Figure 9 to future year populations. For example, the application of the 36.2% increase in the number of full-time employees between 2020 (666) and 2030 (907), applied to each of the departments/agencies involved in this study.

The table that follows (Figure 10) includes these column headings:

- *"Department/Agency"*-includes all the departments/agencies involved in the study, in the order listed in the 2020 budget document.
- *"2020"*-identifies the number of full-time employees allocated to each department/agency listed.
- *"2030"*-is the result of multiplying the number of 2020 employees by 1.362 (36.2%) to identify the total employees projected per department/agency for 2030.
- "Net Gain"-identifies the projected gain in the number of full-time employees from 2020-2030.
- *"Recommended"*-these numbers either concur (black numbers) with the net gain calculations of 2030 employees or, recommends adjustments (red numbers) based on observations, knowledge of work activities, and in-depth discussions with Department/Agency managers.
- *"2040"*- is the result of multiplying the 2020 employees by 1.755 (75.5%) to identify the total employees projected per department/agency for 2040.
- *"Net Gain"*-identifies the projected gain in the number of full-time employees from 2020-2040.

Fig 10
Projected 2030 & 2040 Full-Time Employees

Department/Agency	2020 Actual	2030 Projected	Net Gain	2030 Recommended	2040 Projected	2040 Net gain
General Government						
Administration	5	7	2	2	9	2
Assessor	14	19	5	5	25	6
Auditor	6	8	2	2	11	2
Building Inspections	15	20	5	5	26	6
Building Maintenance	10	14	4	4	18	4
County Council	7	-	-	-	-	-
Delinquent Tax Collections	4	5	1	1	7	2
Finance	7	10	3	3	12	2
GIS	1	1	-	2	2	1
Human Resources	4	5	1	1	7	2
County Attorney	1	1	-	-	-	0
MIS	11	15	4	4	19	4
Procurement	3	4	1	1	5	1
Planning	6	8	2	3	11	2
Voter Registration & Elections	3	4	1	2	5	1
Register of Deeds	6	8	2	2	11	2
Risk Management	1	1	-	1	2	1
Treasurer	6	8	2	1	11	2
Fleet Operations Garage	8	11	3	4	14	3
Zoning	6	8	2	3	11	2
Public Safety & Law Enforcement						
Coroner	6	8	2	4	11	2
Emergency Operations Center	4	5	1	1	7	2
Emergency Communications/911	34	46	12	12	60	13
Sheriff	120	163	43	45	211	47
Public Works						
Landfill-Solid Waste	1	1	-	1	2	1
Solid Waste Collections	12	16	4	4	21	5
Roads & Bridges	32	44	12	12	56	13
Public Health & Welfare						
EMS	81	110	29	24	142	32
Veteran's Affairs	4	5	1	2	7	2
Culture & Recreation						
County Library	26	35	9	9	46	10
Recreation	20	27	7	7	35	8
Economic Development	3	4	1	1	5	1
Stormwater Fund	6	8	2	6	11	3
Airport Fund	1	1	-	1	2	1
Column Totals:	474	636	167	175	818	185

Estimating Future Space Needs

The amount of square footage planned or allotted per employee to determine future year (2030 & 2040) space needs is going to vary from department to department based on many factors unique to each. The ratio of square feet per employee will vary considerably. For example, based upon the identified current space needs for Voter Registration and the number of employees (3), the total current space needs identified averages 1,648 square feet per employee. Of course, this includes a large equipment warehouse that houses the voting equipment for every precinct in the County. Contrast that with Human Resources where, based on the same criteria, the average space per employee is approximately 390 square feet. In this instance the employees work within a common and much smaller office environment.

Summary of Future Space Needs

Therefore, having been able to estimate the number of employees per department for the coming years, and being able to identify the estimated allocation of square footage per employee of each of those departments based on their service delivery and functional requirements, future year space needs specific to each department were identified as follows:

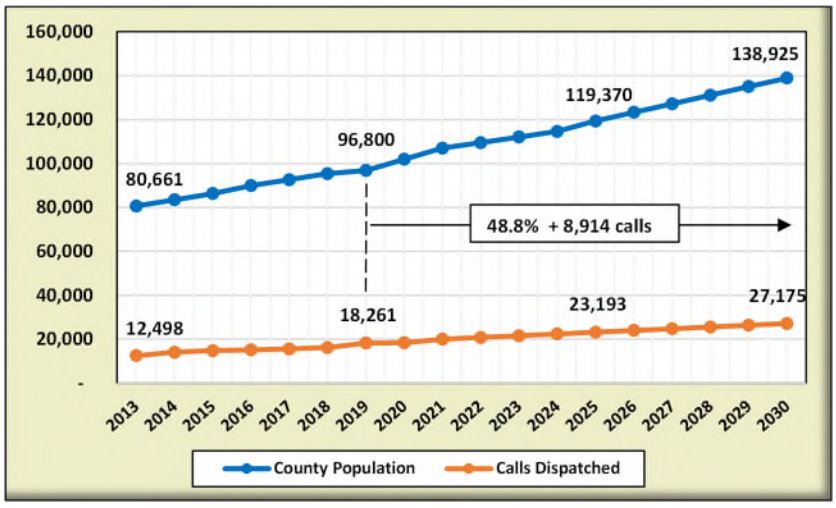
Figure 11
Future Space Needs Summary

Department/Agency	Current Space	Current Need	Est. FY 2030	Est. FY 2040	Total Est. 2040
Administration	2,235	2,235	650	639	**3,524**
Assessor	3,516	4,371	1,561	1,718	**7,650**
Auditor	1,361	1,361	454	535	**2,350**
Building Inspections	2,349	2,819	940	1,108	**4,867**
Building Maintenance	2,094	2,360	944	927	**4,231**
County Council	1,985	-	-	-	**1,985**
Delinquent Tax Collections	1,444	1,444	361	567	**2,372**
Finance	2,221	2,571	1,102	1,010	**4,683**
GIS	64	596	450	596	**1,642**
Human Resources	783	1,558	390	612	**2,560**
County Attorney	395	395	-	-	**395**
MIS	946	4,092	952	1,028	**6,072**
Procurement	324	834	278	328	**1,440**
Planning	1,274	1,764	882	693	**3,339**
Voter Registration & Elections	4,185	4,185	904	1,105	**6,194**
Register of Deeds	1,498	1,498	499	589	**2,586**
Risk Management	175	175	-	175	**350**
Treasurer	1,428	1,428	238	561	**2,227**
Fleet Operations Garage	5,700	12,816	6,408	5,037	**24,261**
Zoning	599	1,081	541	425	**2,046**
Coroner	2,511	3,659	2,439	1,438	**7,536**
Emergency Operations Center	9,500	18,056	4,514	7,096	**29,666**
Emergency Communications/911	11,918	12,078	4,263	4,747	**21,087**
Sheriff	32,793	42,365	15,887	16,649	**74,901**
Public Works	1,425	8,196	2,732	3,221	**14,149**
EMS	25,575	51,537	15,270	20,254	**87,061**
Veteran's Affairs	2,308	2,308	1,154	907	**4,369**
County Library	11,021	-	-	-	**11,021**
Recreation	60,625	61,825	21,639	24,297	**107,761**
Economic Development	2,860	2,860	500	590	**3,950**
Stormwater Fund	2,024	2,604	1,950	1,302	**5,856**
Airport Fund	57,063	61,063	-	-	**61,063**
Column Totals:	**254,199**	**314,134**	**89,931**	**100,194**	**515,235**

To state the obvious, the rate and volume of the coming years' population growth is going to have a dramatic impact on County government services. To illustrate, the two departments that are projected to experience the largest increase in personnel by both 2030 and 2040 respectfully, are EMS and the Sheriff's Office.

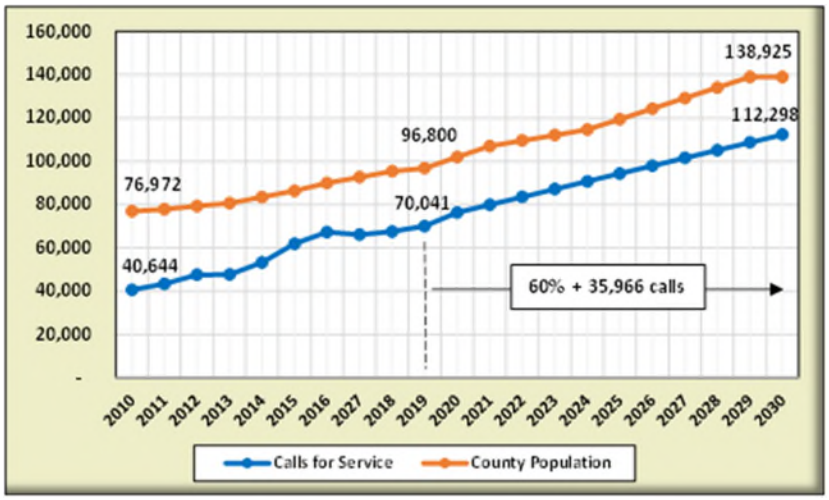
Figure 12 identifies the annual experienced and projected EMS call volumes through 2030. Note that the rate of EMS calls dispatched per 1,000 County residents in 2019 was 185.5. The projected number of calls dispatched per 1,000 residents in 2030 is 195.6; i.e. the ***rate*** of calls has increased, together with a 44% increase in population of just over 42,000 residents. **The 2040 call volume is projected to be 35,140, almost double that of 2019.**

Figure 12
Experienced and Projected EMS Call Volume
2013-2030



During 2019, the Sheriff's Department responded to 70,041 calls for service throughout Lancaster County, an average of 191 calls per day. The annul call data provided from 2010-2019, coupled with the State's projected annual populations for 2020-2030 identified the estimated calls for service in 2030 to be 112,298, an average of *308 calls per day*. **The 2040 calls for service have been projected at 154,401, an average of *423 calls per day*.**

Figure 13
Sheriff's Department Annual Calls for Service
2010-2030



It is significant to note here that while the Sheriff's Department includes seven major divisions, i.e. Crime Scene, Judicial, Investigations, Training, etc., it is the *Patrol Division* that responds to these calls for service. And, while the Sheriff's Department has been projected to receive the most new full-time employees by 2040 (91), it better hope it gets *all* of them if it is going to continue to provide the level of service County residents have come to expect.

SECTION 4. PRIORITIZING NEEDS

- Prioritizing the Needs Identified
- Public Safety
- Infrastructure
- County Government Core Services
- Basis of Need
- Priority & Status Ratings of Recommended Projects

Prioritizing the Needs Identified

As noted, 46 buildings were assessed to determine the space needs of the various County departments and associated agencies working within them. In the tables included in Section 2, the existing area (square footage) assigned to each department/agency was documented. Following meetings with Department personnel, audits of existing space, and observations of the activities occurring within that space, a space deficit was (or was not) identified and quantified. The square footage identified in the "Current Need" columns of the referenced tables was the result of the sum of the "Current Space" and the identified "Existing Deficit".

Of the 46 buildings, there were no space deficits found in 23, although several of those 23 buildings were not without other issues.

Figure 14
Summary of Findings

Total area of the buildings assessed:	353,249 square feet
Total space deficit identified:	49,980 square feet
Total current space needed:	403,229 square feet

One would think the basis upon which space needs were prioritized in a *"Space Needs Study"* would be the *quantity* of space (square footage) that is needed *in addition to* what a building or department already has. Indeed, the numbers are significant, as noted here.

Figure 15
Building & Department Identified Space Deficits

Building	Net Square Feet
Fleet Operations	7,116
CSI/Property Bldg. (Sheriff)	4,800
Co. Administration	4,464
Airport (Terminal)	4,000
Public Works Warehouse	3,010
Public Works Crew Facility	2,220
EMS #7	1,964
EMS #6	1,735
EMS #3	1,233
Coroner	1,148

Department	Net Square Feet
Public Works	14,153
Emergency Management	8,556
Sheriff	7,760
EMS	6,062
Airport	4,000
Development Services	2,220
MIS	1,477
Assessor	855
Human Resoures	775
GIS	532

The space deficits identified in Figure 15 represent ***current*** needs. Section 3 addressed ***future*** needs in terms of both the number of County personnel and the corresponding space they would require based on the County's projected 2020-2040 populations: 36,955 additional residents by 2030 and an additional 40,053 residents by 2040.

Public Safety

In this context, the demand for accessible and reliable County services, will first and foremost impact those "public safety" departments that respond to emergencies; the Sheriff's office, EMS, the Coroner's office, and Emergency Communications/911. These agencies collectively, are up and running 24 hours a day and interact with more County residents in a given month than the rest of the County's departments combined do in a year. Their increase in workload, per Figures 12 & 13, correlates directly with increases in population.

Infrastructure

An additional area of focus, for both current and new residents, will be their expectations for an ever expanding and well maintained "infrastructure" system within the County. Those impacted by and ultimately responsible for that infrastructure will be Roads & Bridges, Fleet Operations, Waste Management, and Building Maintenance, i.e. Public Works. Together with those that review, inspect, and approve the development that is ongoing and increasing in volume on an almost daily basis: Planning, Zoning, Building Inspections and Engineering, i.e. the Development Services Division.

In addition to the physical "built" infrastructure, the information and communications infrastructure upon which County government must rely is the sole responsibility of MIS (Management Information Systems).

County Government Core Services

In addition to public safety and infrastructure, the recognized center of County government is the Administration Building. Citizens wishing to access core services such as taxes, vital records, applications for employment, properties appraised, etc. can do so. Doing so in space that is adequate and accommodating will often make the experience a positive one. The building's collective space deficit, attributed to 8 of the 22 departments and related activities located in the building, is 4,464 square feet. The building currently "houses" more employees (100), than any other County facility, that contribute daily to making government "work". It's current space deficits, noted here, must be addressed.

- Assessor 855 square feet
- Human Resources 775 square feet
- GIS 532 square feet
- Procurement 510 square feet
- Finance 350 square feet

Basis of Need

Certainly, the *quantity* of space that an individual department or agency needs must be considered when prioritizing the needs of all. However, in the current environment of change and dynamic population growth, the likes of which Lancaster County has never before experienced, the setting of priorities must also consider functionality, availability, efficiency of operations, and the criticality of the ***needs*** of the County and its citizens.

Figure 16
Priority & Status Rating of Recommended Projects

Priority	Department/Agency	Status
Tier 1	**Public Works - Sheriff - EMS - Development Services**	Critical
Tier 2	**Coroner - MIS - Assessor**	Acute
Tier 3	**Human Resources - GIS - Procurement - Finance**	Essential

SECTION 5. RECOMMENDATIONS

The individual *Building Comments* noted in Section 1, identified numerous issues of concern regarding the individual buildings, departments, and various departmental functions. Those comments are intended to serve as the basis for the recommendations that follow.

Recommendations 1-7 focus on Tier 1 and Tier 2 Departments identified in Figure 16.

Recommendations 8 and 8a-8f focus on reallocation of space in the Administration Building and include floor plan concept diagrams.

Recommendations 9-12 address:

- Clemson Extension Building
- Buford Recreation Complex Equipment Building
- Airport Terminal
- Emergency Operations Warehouse & Garage

Additional comments discuss reuse options for the space currently occupied by Voter Registration & Elections.

1. Recommendation:

Contract for facility programming services, to include a site masterplan on the existing property, for a new Public Works Complex.

Type of Space: New Construction

Comments:
The existing Public Works facilities are pitifully spartan. The Department/site does not provide crew facilities, does not have a warehouse, and expects employees to produce street signs in what is essentially a small garage type space in the back of the Administration office. For a County of over 100,000 residents and 550 square miles, this situation is quite unusual.

Based on the numbers generated in Section 3, it has been estimated that Public Works will have as many as 86 full-time employees by 2030 (currently 63 full-time), and an estimated 111 full-time employees by 2040. Individuals who predominately work outdoors and, who are on call 24 hours per day. A place where crew members can assemble, receive instructions, and deploy to their assigned location(s) is typically referred to as a Crew Facility, which also will include a common area, training room, lunch room, lockers, restrooms and showers.

A warehouse is about providing for the secure storage of equipment and materials, about having adequate space to organize and later distribute that equipment or material, being able to take advantage of the lower cost of bulk purchasing because space is available to secure that inventory and ultimately, it is about accountability and efficient management of materials that will support the development of the quality infrastructure desired.

The significant sections of the recommended Facility Program should address, in detail, at least the following:

- Administrative Office
- Fleet Operations Garage
- Building Maintenance Office & Shop
- Warehouse
- Crew Facility
- Sign Shop

A detailed, Space List Worksheet has been developed for each of these major spaces, except for the Fleet Operations Garage. The space list is included in the Appendix B and was developed from the consultant's data base of similar projects. With regards to the Fleet Operations Garage, architectural drawings have been completed which, upon review, are particularly good. They are available at the current Fleet Operations Garage office.

In Section 6 that follows, estimated probable costs are illustrated for three (3) buildings: the Administration Office, the Fleet Operations Garage, and the Public Work's "operations" building which would include Building Maintenance, the Warehouse, Crew Facilities and the Sign Shop in separated areas but under one roof.

Note: The primary objective of the above referenced Facility Programming would be to study and determine the feasibility of including all three major buildings on the site separately, as a "complex", or all together in a single building.

2. Recommendation:

a. Contract for facility programming services for a purpose-built, single unit, two-bay EMS station that can be used as a prototype for future stations, to replace, as soon as possible, the current EMS #'s 6 and 7; enlist a design firm familiar with the building type and, upon approval of the documents, proceed with bidding and construction.

Simultaneously, EMS should begin to identify potential locations for siting each station, to include a risk assessment of the area to be served, call frequency, population density, and road distance analytics with the objective of improving incident response times.

Type of Space: New Construction

Comments:
For reference, a detailed, space list has been developed for a single unit, 2-bay, EMS station and is included in the Appendix. The space categories, Base Operations, Staff Support and Garage, and their included spaces, are consistent with national standards pursuant NFPA 450 and the US Fire Administration and FEMA recommendations.[1]

As noted in the discussion of EMS's existing eight stations in Section 1, several of the stations were obviously located where a space/existing building was "available", or in one case in a former residence that was given to the County, none of which were preceded with an analysis of whether the location would facilitate the efficient and timely response within the EMS district to which the unit was expected to respond.

b. As a critical County service, EMS response times and call volumes should be monitored, documented, and reported on a quarterly basis to anticipate and adequately plan for the addition of future base facilities and personnel.

Type of Space: NA/Data tracking to anticipate need for personnel & station construction.

Comments:
2018 response times for Lancaster County EMS units responding to incidents within 19 County fire districts ranged from an average low of six minutes, to a high of 13 minutes: with an overall average response time of 8.4 minutes.

Standards regarding emergency medical incident response times are based on the findings of various significant medical organizations and professional associations. Among them, the American College of Emergency Physicians (ACEP), the American Heart Association, the American Association of Orthopedic Surgeons, and National Fire Protection Association (NFPA). The consensus among them being, that EMS vehicles should respond to deliver ALS (advanced life support) skills and available within 6 to 8 minutes, and that those response times are to be achieved in at least 90% of all calls dispatched.

Subsequently, where an EMS station is located is critical to performance. And, while station #6 and #7 are included in Recommendation 2a above, stations 2, 1, and possibly 3 are near future candidates for relocation as well. Considering the rate of growth and inevitable increase in EMS call volumes, strategically locating/relocating stations now, if done carefully, could very well preclude the need, to an extent, for the construction of new stations in the coming years.

[1] National Fire Protection Association; NFPA 450, Guide for Emergency Medical Services and Systems; 2013 Edition.
Safety and Health Considerations for the Design of Fire and Emergency Medical Services Stations; US Fire Administration /FEMA; May 2018.

3. Recommendation:

Contract for facility programming services to address the Sheriff's Department identified facility space needs; enlist a design firm familiar with the building type and, upon approval of the documents, proceed with bidding and construction.

Type of Space: Building Addition/Renovation of CSI/Property Building,
New Construction of an Operations Building

Comments:
The Sheriff's Department is a critical County service. As well, it is the most recognized public safety/law enforcement entity in the County. Report Section 3 identified the Sheriff's Department 2020 full time positions at 120. Actual 2011-2020 data identified that the average ratio of full-time County employees to 1,000 county residents was 6.53. That ratio applied to the State's 2030 projected Lancaster County population showed that the corresponding staffing of full-time Sheriff's Department personnel would be 163; an increase of 43 personnel.

While the Sheriff's complex has adequate *office* space at this time, operations space is lacking. Currently two needs exist:

- The expansion of the CSI/Property building; the Property area is nearly full and needs additional space, and CSI needs additional enclosed and securable garage space in which to analyze vehicles confiscated wherein a homicide occurred.
- The addition of an Operations Building will provide needed muster/multipurpose space to accommodate at least the number of personnel equal to two consecutive shifts for briefings and distribution of information. It would also provide a venue for planning, staging, deployment, and monitoring of significant Department (SWAT) and joint/multiagency law enforcement operations occurring/underway within the County.

The area of the CSI/Property building addition is estimated at 4,800 net square feet. The Operations Building is estimated at 2,960 net square feet. The Operations Building will be addressed further in Section 6, Probable Costs; wherein a breakdown of the probable construction and project related costs will be provided.

4. Recommendation:

Contract with a design professional/contractor to examine and determine whether the Coroner's Building can be expanded on the existing site and/or expanded onto the property immediately south of the existing building.

Type of Space: Expansion/Renovation

Comments:
The identified space deficit in the current building is 1,148 square feet; very significant considering that the existing building is only 2,511 square feet. While the layout of the building may have worked well for the purpose it was originally built, i.e. an architect's office, internal circulation and movement is not efficient.

The Morgue area is generally adequate however, the temperature-controlled room that holds bodies reaches and/or exceeds capacity several times per month. For obvious reasons, the "when" and frequency of the arrival of bodies cannot be planned in advance.

Concerns with regards to workload and staffing have been expressed; and, reinforced by the 2012-2019 *218% increase* in the number death investigations conducted annually from 2012 with 296 investigations, and 2019 with 647. The addition of space, more functional space, is needed now.

5. Recommendation:

Contract for facility programming services, for a new consolidated Development Services Division Office Building, to include Planning, Zoning, Building Inspections and Stormwater/Engineering.

Identify an available and appropriately sized building suitable for up-fitting, or a building site in which to locate and construct a new building, to fully accommodate the (2030) space needs identified, 12,730 INSF; and located between Lancaster and Indian Land to better accommodate the population served and reduce staff travel times.

Should a suitable existing building not be available, incorporate the facility program document (above) in an RFP for design services for a purpose-built facility.

Type of Space: Renovation or New Construction

Comments:

- These departments need to be together.
- They need to be closer to where the development and growth are occurring, enhancing customer service, i.e. the "one-stop-shop" concept; and improving internal communications, coordination, and time/performance efficiencies.
- The collective space deficit of these four departments is *today* 2,022 net square feet.
- Their combined "Current Need" is 8,268 net square feet, with a projected total space need by 2030 of *an additional* 4,462 net square feet, i.e. a total of 12,730 net square feet.
- Projected 2040 space needs are currently projected at 15,759 total net square feet.
- The three Development Services departments located in the County Administration Building, (Planning, Zoning, and Building Inspections) currently occupy a collective 4,222 square feet.
- The combined space deficit for all included departments in the Administration is 4,464 square feet
- The Administration building's configuration and its positioning on the lot does not provide an opportunity for expansion.
- The space vacated by the Development Services departments would be sufficient to erase the space deficits of the remaining departments in the Administration Building.
- The concern that the Indian Land Service Center's lease is not up until January 31, 2023 should not delay this project; together, facility programming, design, project bidding, and construction is likely to consume 18-24 months, depending upon the development option selected; i.e. building up-fit or new construction.

6. Recommendation:

Reserve additional space in the Barnett Building, currently occupied by the Library, for MIS to address the Department's needed office, work, and training space once the Library vacates the building.

Type of Space: Internal Renovations

Comments:
As stated, "*the information and communications infrastructure upon which County government must rely is the sole responsibility of MIS."* The net space need(s) identified and illustrated in the *MIS Space Needs Worksheet* (Appendix B), total 4,092 square feet. The additional space needed cannot be accommodated in the Administrations building.

7. Recommendation:

Public Works Building Maintenance personnel should meet with the Emergency Communications Director to determine how a tool/work room could be added adjacent to or near the existing Server Room.

Type of space: Internal Renovation/Addition

Comments:
Emergency Communications/911 is a vital public safety communications asset and, literally, a lifeline to thousands of County residents each year.

The space deficit identified is small by comparison to others in this report (160 net square feet), but especially important. An additional room is needed adjacent to the existing Server Room to accommodate equipment storage, tools and work space for County MIS personnel and contracted vendors servicing the equipment within the Server Room. The Server Room itself is now "providing" that space, it is not a good practice, and could be quite disruptive during certain communications events .

8. Recommendation:

Following relocation of the Development Services Division Departments, commence expansion renovations, and relocation of remaining departments in the Administration Building, per Recommendations 8a–8f. Floor diagrams illustrating the suggested changes follow.

Type of space: Interior Renovation

Comments:
The recommendations that follow vary from repurposing a room "as-is", i.e. County Attorney's office; to the removal of existing walls and the construction of new walls and access doorways into to various spaces that are to be repurposed, i.e. Human Resources/Auditor spaces. The decision as to how the renovations are implemented will be the County's. Whether it is done by in-house Building Maintenance personnel or an outside contractor the objective/focus when planning the layout and changes needed must be functionality and access by the customers to be served; understanding that "customers" refers to citizens as well as County staff. In turn, the Department directors whose spaces will be modified must be committed to be involved in the planning and decision making.

8 a. Recommendation:

Address the space deficit identified for Human Resources with a plan that extends into the adjacent space now occupied by the Auditor; to compensate for the space lost, open up the now Zoning office to allow the Auditor to expand into that space.

Comments:
Walls will need to be removed, and a new one constructed between the two spaces to assure unencumbered work spaces for both Auditor and Human Resources personnel.

An issue that contributed to the deficit noted for Human Resources was the lack of a conference room. The recommendation that follows *may* provide an alternative for including one *within* the suggested HR "envelope".

8 b. Recommendation:

Repurpose the space designated "County Attorney" to accommodate a Conference room.

Comments:
The architectural drawings show a wall in the middle of this space. It should be removed, which will then provide ample space to comfortably accommodate conference table seating for up to 12 adults.

8 c. Recommendation:

Expand Finance space into what is now the Procurement office.

Comments:
Direct access to and from the expanded space and the current Finance office area should be provided. The open space in the diagram between the expanded Finance area and the proposed GIS Office (see recommendation 8e below), labeled "Finance Future" is approximately 1,134 square feet; the projected Finance Office additional space needs for 2030 is projected to be 1,102 square feet

8 d. Recommendation:

Move the Procurement offices into space currently occupied by Planning and repurpose the two rooms at the "back" of that space as a single Conference/Meeting room.

Comments:
Removing the wall between the two rooms will provide space to accommodate conference table seating for up to 10 adults.

8 e. Recommendation:

Construct new office space for GIS at the "back" of the large room currently occupied by Building Inspections, the configuration and layout should coincide, to the extent possible, with the concept diagram previously developed by the GIS Director.

8 f. Recommendation:

The Assessor's identified space deficit is significant; once MIS completes relocation to the Barnett Building and is operational, that space should revert to the Assessor, opened-up, and renovated to address the space needs identified.

Comments:
Based on the space needs identified, renovations should focus on staff office and open work space and a Meeting/Training Room able to accommodate 16 adults.

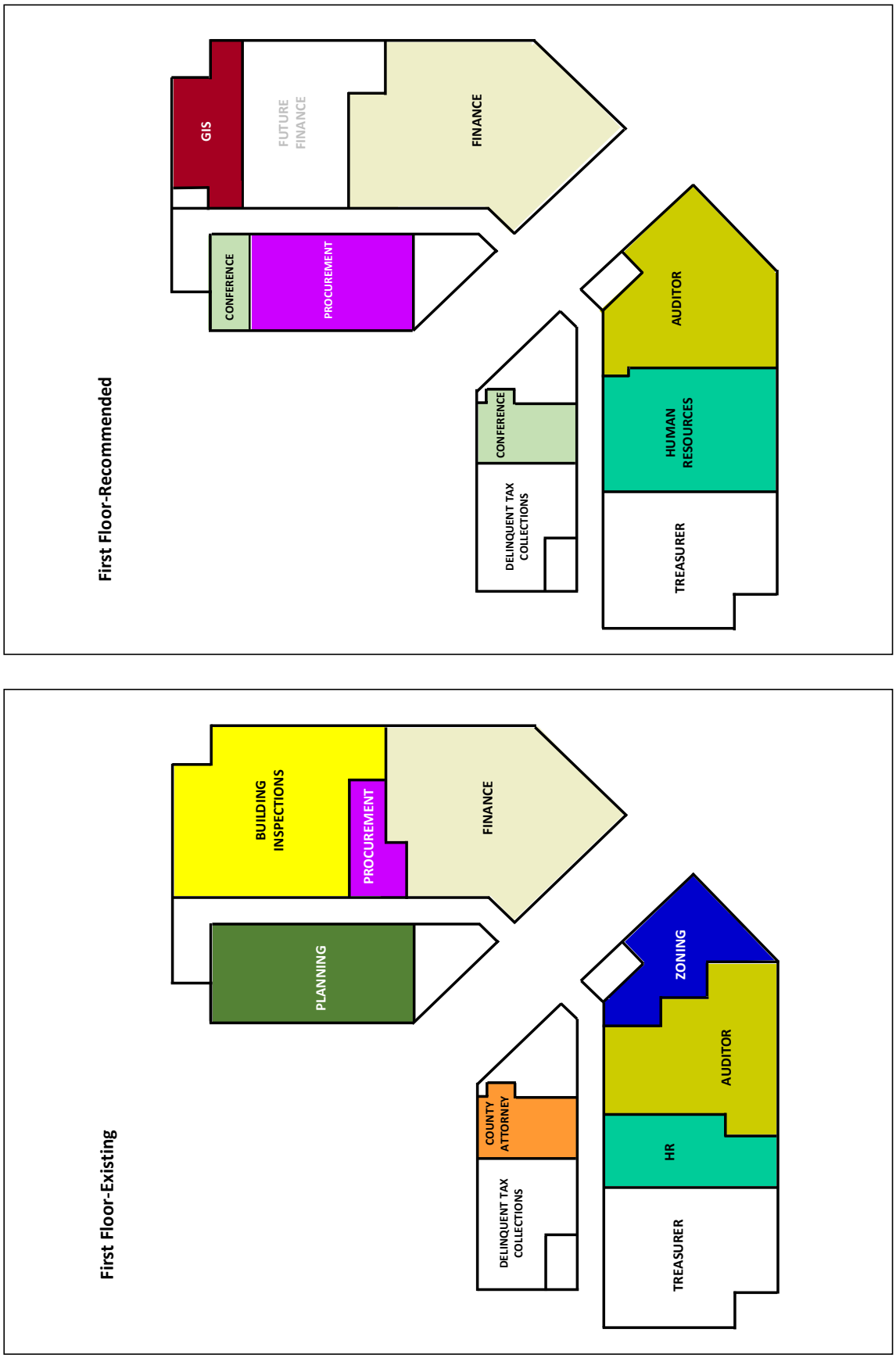
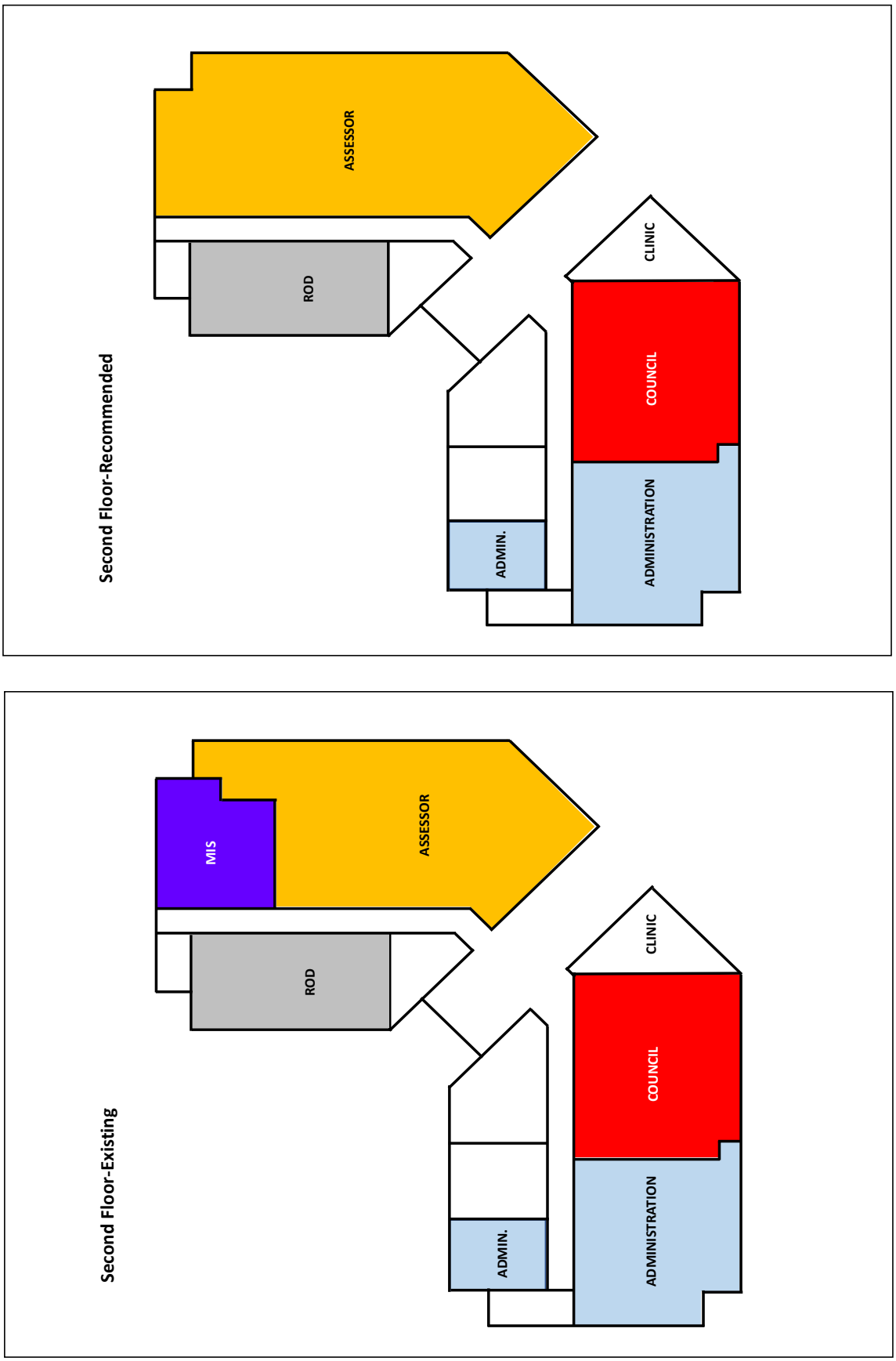


Figure 17
First Floor Renovations

Figure 18
Second Floor Renovations



9. Recommendation:
The County should consider relocating the Clemson Extension offices or thoroughly upgrade the existing building, inside and out.

Comments:
The building's interior is old, worn out and run down, the restrooms are not ADA compliant, the use of two rooms is limited due to lack of electrical outlets, and there is visible evidence of numerous recent and past roof leaks, and exterior wooden window sills lack paint and are deteriorating.

The current building is 2,459 INSF, with an identified deficit of 420 square feet. Should the County consider a new location (building), the area necessary to accommodate current activities would be between 2,500-2,800 *net* square feet. Assuming remodeling would be necessary, the "target" size of the (existing) building sought should be no less than 3,500-4,000 square feet.

10. Recommendation:
Construct a stand-alone, securable Maintenance & Equipment building on the site of the Buford Recreation Center.

Comments:
Identified deficit/building size is 1,200 square feet.

While the building space of the Recreation Center itself is adequate, Recreation Department ground crews servicing this location need a stand-alone Maintenance/Equipment building on this site.

11. Recommendation:
Authorize the Airport Manager and Commissioners to retain the services of a qualified design professional to provide at least two (2) concept options for an updated, larger Terminal Building.

Comments:
While the physical structure of the existing terminal building appears to be in good condition it is dated and lacks features commonly found in more modern municipal airport terminals; among the spaces most frequently requested are meeting rooms.

The indoor space of the existing terminal is 2,580 square feet, with discussions among Commissioners that a new facility should include no less than 4,000 net square feet, i.e. the identified deficit.

12. Recommendation:
Research the availability of vacant buildings reasonably convenient to the Emergency Operations Building that could be considered for adaptive reuse as a combination warehouse and garage.

Comments:
Emergency Operations needs a temperature-controlled, securable warehouse space and an enclosed garage type facility for incident-specific vehicles and trailers. Both spaces could be in a single building. Critical among the incident vehicles is the Mobile Operations/911 trailer that would serve as back up should the Communications Center go down during an emergency.

Although the referenced vehicles are valued in the thousands of dollars, they currently remain outside, and unprotected from the elements.

Voter Registration & Elections Space to be Vacated

Voter Registration & Elections will be moving from the Administration Building to renovated space in the Barnett Building following the November 2020 elections. The space the department currently occupies is 4,185 square feet (INSF). Of that space, the equipment room where voting machines and peripheral equipment are stored, comprises 1,643 square feet. This area is an unfinished, high ceiling, warehouse type space. The remaining 2,542 square feet include a generously sized office for the Director, an open reception and service counter adjacent a large open work space for employees that allow them direct access/communications with visitors. Two additional spaces include a work room (often for volunteers) and a secure room wherein ballots are counted following voting.

Discussions regarding the reuse of this space, once vacated, have been mixed. Concerns expressed have included:

- The space is in the basement
- It has no access to natural light
- There is a moisture problem

Reportedly, the County has attempted to mitigate the moisture problem, i.e. penetration through the foundation (below grade) wall; efforts have apparently been unsuccessful as numerous dehumidifiers continue to run without notable results per County staff.

Suggestions for reuse have included the following:

- Open the adjacent Lobby, Service Counter and Staff Work spaces to provide a classroom style training venue; the area in question, depending on set-up, could accommodate 24-32 adults.
- Develop individual storage spaces/"bins" for departments that need storage space for materials that need to be saved but do not require frequent access.
- Develop a series of offices and open work spaces to include desks, lay-out surfaces, internet, and telephone access, with shared scan/copy capabilities, and perhaps a small, private meeting room for use as needed.

The availability of offices and open work spaces for temporary use within the Administration Building could prove advantageous depending on how the County chooses to act on the priorities identified. For example, the Assessor needs the space that is currently occupied by MIS which is preparing to relocate. What if that relocation date is delayed? As much, if not more, than the space itself, the Assessor needs *people.* While basement space may not be all that inviting or convenient, two floors below the Assessor's office, it could provide work space to get additional needed staff on board and working until permanent space could be occupied.

SECTION 6. PROBABLE COSTS

The building and space comments noted in Section 1, identified numerous issues of concern regarding the individual buildings, departments, various department functions, and the agencies for which the County provides space. Those comments are intended to serve as the basis for the recommendations that are listed.

The narrative that follows, preceding the cost tables, is intended to offer context to the processes and considerations that impact or are impacted by the costs of a public building project.

- Facility Development Process
- Net vs. Gross Square Feet
- Types of Costs
- Cost Basis
- Identified Project Costs

Following the Identified Projects Costs is a brief listing comments for consideration with regards to the individual cost categories listed.

Note: The blank space in each of the Project Cost pages that follow is intentional; both for consistency of format and to include one (1) project per page to accommodate ease of access and reference by County personnel if/as needed.

Facility Development Process

While not etched in stone, the procedural steps/activities that are described are those most commonly followed when developing a public construction project.

Needs Assessment

Involves a systematic process for determining and addressing the needs, or "gaps" between current conditions (in this case “space”) and the desired conditions or "needs". The basic tasks involve:

1. A detailed assessment of the quantity and type of space that exists,
2. An audit of the activities currently occurring within the space/building on both continuous and intermittent basis,
3. Discussions & interviews with personnel assigned to work within the space(s) studied,
4. The calculation of existing space deficits as well as the total space needs to accommodate the responsibilities assigned.

Facility Programming

Short definition: The documentation of the requirements for a building program.

Also known as architectural programming or operational programming, this phase of facility development involves the research, study of options, and decision making processes that; with detailed documentation; will identify the scope of the work; i.e. the building, to be designed and ultimately built.

The information developed and documented in the Facility Program moves the project and development process from a general definition of the space needs identified during the Needs Assessment phase, to a more detailed presentation of how those needs will be met. The Facility Program describes *all* spaces, and the activities that are intended to take place in those spaces. It also defines in narrative format, graphically in conceptual adjacency diagrams of internal spaces, and where appropriate in detailed matrix or spreadsheet format, the size, and relationship(s) between the many specific spaces to be included within the building.

More importantly, and vital to the development of an effective facility program document-and ultimately a successful and efficient building-is the input, throughout the process, from the owner and the owner’s future occupants and users of the building to be developed. Upon its completion the document becomes the owner’s communication of instructions to the architect, once selected, that will enable him/her to begin design.

Architectural & Engineering Design

Obviously a detailed process, typically led by an architect that oversees the design of the building and the integration of the various engineering disciplines that will be required; civil/site, structural, electrical, mechanical, plumbing, security, communications, life safety/fire protection, etc. to both design the building and oversee its construction. The component tasks of an architectural contract will include:

1. Schematic Design
2. Design Development
3. Construction Documents
4. Bid & Award
5. Construction Administration

Design Process

Bid & Award

The time between when the design is completed, and the project is first advertised for bidding, until the submission deadline for all bids to be received, is the "bid period". The construction bids are typically opened at a pre-published time on the date the bids are due. The openings are typically public and include the actual bids being read aloud and the low bidder being announced.

Architect responsibilities during this phase will include assisting the owner in preparing the bidding documents and invitations to bid as well as being available to answer any questions the construction firms that are bidding on the project may have. They are also at the table during negotiation of the construction cost, which may or may not include add-ons, add alternates, substitutions, etc.

Construction & Construction Administration

While the contractor is responsible for the construction of the building, the architect's contracted responsibilities include site visits throughout the construction period to observe and inspect the contractor's progress and quality of work as well as compliance with previously certified and stamped construction documents and specifications. During these site visits the architect will also (typically) meet jointly with the contractor and the owner's representative(s) to discuss the project schedule, budget status, and any construction issues or questions that may arise.

Net vs. Gross Square Footage

The term *net* square feet is used repeatedly in Sections 5 & 6 when describing the space or size of the building that is needed.

"Net Square Feet", or NSF/nsf, represents the interior, usable dimensions of a room or activity space. For example, 10 ft. x 12 ft. room's interior dimensions equal 120 net square feet. If that room were to have 6-inch walls the outside total, or "*gross*", dimensions of that room would be 11 ft. x 13 ft. or, 143 *gross* square feet; an increase of 19%. The same applies to an entire building wherein many *net* interior spaces must combine to create a building footprint consisting of the total gross square feet (GSF/gsf) to be built. Essentially, to all those identified "net" spaces, are added wall thicknesses, stairwells, common circulation areas, interior mechanical spaces, etc.

The *Area/Building Multiplier* used to calculate the net-to-gross difference in a building will vary depending on the type of building and the complexity of its design requirements. In the individual project estimates of probable costs that follow, the building multiplier varies between 1.10 (10%) to 1.30 (30%). Of course, the designer of the facility may adjust that multiplier in some instances as the design begins to evolve.

Types of Costs

When discussing the probable costs of a public building project, particularly a new building project, it is essential for budgeting purposes that two major categories of costs be included. The first is *Construction Costs,* for *both* the building and the building site. The second is *Project Related Costs;* that will occur before, during and often after construction. Further explanation of these categories is briefly offered as follows:

Construction Costs

- Base Construction Costs-the brick, mortar, steel, and glass that comprise the building structure.
- Site Development-the required grading, excavating, installation of utilities, and paving.

Project Related Costs

- Design Fees-architectural & engineering design fees and expenses.
- Site & Construction Materials Testing-soil tests, concrete consistency tests, etc.
- Printing Costs- primarily for construction documents printed & distributed during bidding.
- Construction Escalation-from date of estimate to the estimated date of construction start.
- Project Contingencies-a set aside reserved for unforeseen expenses, often required for public projects.

Cost Basis

The probable costs identified are based on the 2020 edition of the *R S Means Square Foot Costs* national index for the building type being considered, for example office building, warehouse, recreation center, garage, etc.

While the index identifies *average* square foot costs nationally, it also assigns location factors based on where the construction is to occur. In this case Lancaster County is within the *Rock Hill Region* of South Carolina, and the corresponding location factor is .84 (84%) of the national average square foot cost identified in the Index.

The cost tables that follow for each of the projects noted identify how the probable construction and project related costs are likely to breakdown, together with the basis and/or unit cost for each.

Identified Project Costs

Of the study recommendations identified in Section 5, four (4) called for new construction:

- Public Works-Administration
- Public Works-Fleet Operations Garage
- Public Works Complex [Warehouse, Crew Facilities & Shops]
- EMS Single Unit, 2-Bay Station
- Sheriff's Complex-Operations Building
- Development Services Office Building

As noted, the total construction costs of a project include site development costs, i.e. excavation, utilities, parking, etc. However, before a sufficient estimate of those costs can be completed two important criteria must be specified:

1. Site requirements: the area of the building's "footprint", number of parking spaces, etc. are determined during facility programming which has not yet occurred; and,

2. The site itself, which must be assessed in terms of size, shape, topography, and access to utilities, among other factors.

At this point, programming has not yet begun on any of the projects recommended, nor have any building sites been identified. Subsequently, an arbitrary amount of $50,000 will be included in each project's table of estimates, for illustration purposes only.

PROJECT: Public Works-Administration Office

Identified Current Need:	2,166 nsf
Building Multiplier:	1.30
Identified Building Size:	2,816 gsf

Building criteria, as the basis for identifying probable cost/square foot:

- One story building w/12 ft. story height and 2,816 gsf of floor space
- Exterior; face brick w/concrete block back-up
- Slab on grade w/4" reinforced concrete w/vapor barrier & granular base
- Roof of single ply membrane, stone ballast, rigid insulation

Unit cost per square foot of floor area: $208.00

Public Works-Administration Office

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	2,816	$ 208	$ 585,728
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 635,728**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 3,179
Design Fees	%	0.10	$ 63,573
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 25,429
Escalation	%	0.05	$ 31,786
Design/Construction Contingency	%	0.05	$ 31,786
Subtotal-Project Related Costs			**$ 174,753**
Total Project Cost			**$ 810,481**

PROJECT: Public Works-Fleet Operations Garage

Identified Current Need:	12,816 nsf
Building Multiplier:	1.15
Identified Building Size:	14,738 gsf

Building criteria, as the basis for identifying probable cost/square foot:

- One story building w/14 ft. story height and 14,738 gsf of floor space
- Exterior-Concrete block
- Foundation of poured concrete, strip & spread footings, 4 ' foundation wall
- Slab on grade w/6" reinforced concrete w/vapor barrier & granular base
- Metal deck roof on open web steel joists
- Exterior doors- steel overhead & hollow metal
- Roof of single ply membrane, stone ballast, rigid insulation

Unit cost per square foot of floor area: $208.00

Fleet Operations Garage

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	14,098	$ 119	$ 1,677,662
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 1,727,662**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 8,638
Design Fees	%	0.07	$ 120,936
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 69,106
Escalation	%	0.05	$ 86,383
Design/Construction Contingency	%	0.05	$ 86,383
Subtotal-Project Related Costs			**$ 390,447**
Total Project Cost			**$ 2,118,109**

PROJECT: Public Works Complex

Building: Maintenance Office & Shop [2,360]
Warehouse [3,010
Crew Facilities [2,220]
Sign Shop [800]

Identified Current Need	8,390 nsf
Building Multiplier:	1.25
Identified Building Size:	10,488 gsf

Building criteria as the basis for identifying probable cost/square foot:

- Pre-engineered steel building
- One story w/16 ft. story height and 10,488 gsf of floor space
- Poured concrete with strip & spread footings
- Slab on grade/5" reinforced concrete
- Roof w/precast double T and 2" topping

Unit cost per square foot of floor area: $126.00

Public Works-Warehouse, Crew Facility & Shops

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	10,488	$ 126	$ 1,321,488
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 1,371,488**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 6,857
Design Fees	%	0.07	$ 96,004
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 54,860
Escalation	%	0.05	$ 68,574
Design/Construction Contingency	%	0.05	$ 68,574
Subtotal-Project Related Costs			**$ 313,870**
Total Project Cost			**$ 1,685,358**

PROJECT: EMS-Single Unit, 2-Bay Station

Identified Current Need:	3,228 nsf
Building Multiplier:	1.25
Identified Building Size:	4,035 gsf

Building criteria, as the basis for identifying probable cost/square foot:

- One story building w/14 ft. story height and 4,196 gsf of floor space
- Exterior; face brick & concrete block
- Slab on grade w/6" reinforced concrete w/vapor barrier & granular base
- Metal deck roof w/open web steel joists, beams on columns

Unit cost per square foot of floor area: $161.00

EMS Single Unit, 2-Bay Station

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	4,196	$ 161	$ 675,556
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 725,556**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 3,628
Design Fees	%	0.08	$ 58,044
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 29,022
Escalation	%	0.05	$ 36,278
Design/Construction Contingency	%	0.05	$ 36,278
Subtotal-Project Related Costs			**$ 182,250**
Total Project Cost			**$ 907,806**

PROJECT: Sheriff's Complex-Operations Building

Identified Current Need:	2,960 nsf
Building Multiplier:	1.30
Identified Building Size:	3,848 gsf

Building criteria, as the basis for identifying probable cost/square foot:

- One story building w/12 ft. story height and 3,848 gsf of floor space
- Exterior; decorative concrete block
- Foundation of poured concrete, strip & spread footings, 4' foundation wall
- Slab on grade w/4" reinforced concrete w/vapor barrier & granular base
- Built up tar and gravel roof, metal flashing, perlite/EPS composite insulation

Unit cost per square foot of floor area: $212.00

Sheriff's Complex-Operations Building

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	3,848	$ 212	$ 815,776
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 865,776**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 4,329
Design Fees	%	0.09	$ 77,920
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 34,631
Escalation	%	0.05	$ 43,289
Design/Construction Contingency	%	0.05	$ 43,289
Subtotal-Project Related Costs			**$ 222,457**
Total Project Cost			**$ 1,088,233**

PROJECT: Development Services Building

Identified Current Need:	12,581 nsf
Building Multiplier:	1.30
Identified Building Size:	16,355 gsf

Building criteria, as the basis for identifying probable cost/square foot:

- One story building w/12 ft. story height and 16,355 gsf of floor space
- Exterior; brick veneer
- Foundation of poured concrete, strip & spread footings, 4' foundation wall
- Slab on grade w/4" reinforced concrete
- Floor Construction cast in place concrete columns
- Roof construction concrete beam and slab

Unit cost per square foot of floor area: $158.00

Development Services Building

Cost Category	Area/Basis	Unit Cost	Cost
Base Construction	16,355	$ 158	$ 2,584,090
Site Development	(Est. Only)	$ 50,000	$ 50,000
Subtotal-Construction Costs			**$ 2,634,090**

Project Related Costs

Cost Category	Area/Basis	Unit Cost	Cost
Facility Programming	%	0.005	$ 13,170
Design Fees	%	0.07	$ 184,386
Site & Construction Materials Testing	Lump Sum	lump sum	$ 15,000
Printing Costs	Lump Sum	lump sum	$ 4,000
Fixtures, Furnishings & Equipment	%	0.04	$ 105,364
Escalation	%	0.05	$ 131,705
Design/Construction Contingency	%	0.05	$ 131,705
Subtotal-Project Related Costs			**$ 585,329**
Total Project Cost			**$ 3,219,419**

Notes for Consideration w/Regards to Costs:

Building Square Foot Costs Will Vary
The national square foot cost publication previously referenced illustrates, for all building types, that the square foot cost of construction will decrease incrementally as the size of the building increases in area (gross square feet). For example, for a single-story office building, the cost per square foot of a 2,000 square foot building may be $250 dollars. Costs are adjusted in 2,000-5,000 square foot increments up to 20,000 square feet wherein the cost per square foot of the same type of single-story office building, *with the same construction specifications*, could be $170 dollars; a decrease of over $80.00/square foot.

Site Development
For purposes of these project scenarios, the aforementioned site development costs of $50,000 was, as noted in the introduction of this Section as "arbitrary". Considering that the construction of any of these projects would occur within the corporate limits of Lancaster Country, and that major utilities are available throughout the County and City of Lancaster, and that the County owns many parcels of property itself; it may not be so arbitrary. Hopefully, the estimate is more than will be necessary.

Architectural Fees
Architectural fees tend to *increase* as the project gets *smaller*. As an example, if a 7% fee is the norm for an office building project with an estimated construction cost of $3-5,000,000; proposed fee *increases* of 1/2-1% can be expected for each $1-2,000,000 *decrease* in the cost of construction below that.

Escalation
The escalation rate is based on the selected designer completing the design and bidding of a project within one (1) year. This is realistic for projects of the size discussed in this report, however the County may wish to handle or negotiate the payment of bid cost increases, due to inflation or other factors, differently than including them in the designer's contract (and fee).

Contingency Rates
The decision of how much to allocate to cover unforeseen costs that may arise should be the owners. The appropriate amount in most instances will (should) be relative to the size and complexity of the project. For example, a $12+ million-dollar project, that includes sophisticated design and security requirements could easily justify a contingency set aside of 8-10%. On the other hand, a Public Works warehouse, with a 1.6 million-dollar project budget for what is typically a routine pre-engineered steel building, a 5% contingency should be fine.

Construction Management
The architects contract will stipulate "Construction Administration" as one of his/her responsibilities and will inevitably refer to "site visits". The *frequency* of the referenced site visits, and who will make the site visits, and *what will occur during* the visits can get glossed over . . . *initially*. The standard form of agreement presented by most architects will spell out these responsibilities, however, in terms that tend to minimize the number of visits. A good (and experienced) architect will welcome a frank discussion regarding this issue and be able to offer examples of how previous clients have addressed similar concerns. Subsequently, County's oftentimes find it appropriate to hire their own project manager.

While the project costs identified in these examples are based on commonly used industry standards, it is important that the County and its principals keep in mind that several of these categories; i.e. Facility Programming; Design; Fixtures, Furnishings & Equipment; Contingencies; and ultimately, how the contract is structured, *are negotiable.*

APPENDIX

A. Basis for Deficit Calculations

These tables identify each building and included departments that were assessed, the current space that each now occupy, the identified space deficit (*if there was a deficit*) and the basis for the estimated square foot deficit noted.

B. Detailed Space List Worksheets

The pages that follow are worksheets developed by the consultant during the study to better understand and quantify the needs of those departments identified as having significant space needs and for whom additional and/or new space was recommended.

Space Needs Worksheets are included for MIS, EMS, Public Works, i.e. Administration building, Building Maintenance office & shop, Crew facilities, Warehouse and Sign Shop; and for the Human Services Building/Department of Social Services (DSS).

It is important to note that these worksheets are included here for reference purposes and identify each facility's total estimated ***net*** square feet. Each can serve as the starting point for the next phase of planning/development, i.e. facility programming. Notably, many of the numbers included in the worksheets are "rounded". It is expected that these numbers will be scrutinized and discussed with the to-be occupants and the County during programming. A refined total net space will result which can then be used to calculate, as suggested in Section 6, the total facility area, i.e. gross square feet.

Appendix A-Basis for Deficit Calculations

Building/Department	Current Space	Identified Deficit	Basis of Need [NSF]	Total Current Need
Emergency Communications/911	11,918	160		12,078
Server Work Room			160	
Airport Complex	57,063	4,000	N/A	61,063
Coroner	2,511	1,148		3,659
Records Room			150	
Conference/Meeting [16]			300	
Staff Lockers			128	
PT Staff Quarters			160	
Morgue /Cooler Storage			250	
Staff work space			160	
Emergency Operations Center	9,500	8,556		18,056
Incident Vehicle Garage			6,076	
Warehouse			2,480	
EMS Station #1				
Administration, Training, Logistics	7,188	-	In Construction	7,188
EMS #1	3,002	226	See Note #1	3,228
EMS Station #2	2,734	544		3,278
Additional Vehicle Bay			544	
EMS Station #3	1,995	1,233	See Note #2	3,228
EMS Station #4	3,438	-	N/A	3,438
EMS Station #5	2,228	360		2,588
Bedrooms [2]			160	
Restroom			80	
Fire Exit w/Vestibule			120	
EMS Station #6	1,493	1,735	See Note #3	3,228
EMS Station #7	1,264	1,964	See Note #3	3,228
EMS Station #8	2,233	-	NA	2,233
EMS Headquarters	19,900	-	N/A	19,900
Fleet Operations Garage [Public Works]	5,700	7,116	See Note #4	12,816
Dell Webb Library	11,021	-	NA	11,021
Historic Jail	1,780	-	N/A	1,780
VA & Econ. Development Building				
Veteran Affairs	2,308	-	NA	2,308
Economic Development	2,860	-	na	2,860

Building/Department	Current Space	Identified Deficit	Basis of Need [NSF]	Total Current Need
County Administration Building				
Records Management	4,298	-	NA	4,298
Custodial	735	-	NA	735
Voter Reg/Elections	4,185	-	NA	4,185
Archives	1,521	-	NA	1,521
Reception/Mailroom	193	-	NA	193
Zoning	599	482		1,081
Expand/Add Staff Work Area(s)			220	
Plan Review			132	
Reception/Service Counter			130	
Auditor	1,361	-	NA	1,361
Human Resources	783	775		1,558
Reception/Seating			120	
Secure File Room			150	
Copy/Supply			125	
Conference Room			260	
Additional open work area			120	
Treasurer	1,428	-	NA	1,428
Delinquent Tax Collections	1,444	-	NA	1,444
County Attorney	395	-	NA	395
Finance	2,221	350		2,571
Budget Director			150	
Budget Asst.			120	
Storage			80	
Procurement	324	510		834
Reception & Seating			120	
Expand open work spaces & storage			120	
Meeting			270	
Building Inspections	2,349	470		2,819
Storage			150	
Plan Review			120	
Additional Staff			200	
Planning	1,274	490		1,764
Conference [16]			400	
Allowance for Larger Office			40	
enlarge open work stations			50	

Building/Department	Current Space	Identified Deficit	Basis of Need [NSF]	Total Current Need
GIS	64	532		596
Director's Office			168	
Layout & Review			104	
Plotter & related storage			60	
Staff work space			200	
Health Clinic	294	-	NA	294
County Council	1,985	-	NA	1,985
Administration	2,235	-	NA	2,235
Register of Deeds	1,498	-	NA	1,498
MIS	946	-	See Note # 5	946
Assessor	3,516	855		4,371
Staff Work Space			375	
Training/Meeting			400	
Storage			80	
Clemson Extension Building	2,459	420		2,879
Classroom Seating			150	
Upgrade Restrooms			120	
Storage			150	
Historic Library	1,256	-	N/A	1,256
Human Services Complex	25,791	-	See Note #6	25,791
Public Works Administration	1,425	741	See Note #7	2,166
Public Works Building Maintenance	2,094	266	See Note #7	2,360
Public Works Warehouse	-	3,010	See Note #7	3,010
Public Works Crew Facility	-	2,220	See Note #7	2,220
Public Works Sign Shop	-	800	See Note #7	800
Springdale Recreation Complex	20,370	-	NA	20,370
Buford Recreation Complex	16,005	1,200		17,205
Ground Crew Maint/Equipment Bldg			1,200	
Indian Land Recreation Complex	12,125	-	NA	12,125
Andrew Jackson Recreation Complex	12,125	-	NA	12,125
Sheriff's Office Complex				
Logistics	1,181	-	NA	1,181

Building/Department	Current Space	Identified Deficit	Basis of Need [NSF]	Total Current Need
MIS/Help Desk	1,383	-	NA	1,383
Administration	12,024	-	NA	12,024
Investigations	6,179	-	NA	6,179
Operations Center	-	2,960		2,960
Muster/Multipurpose			1,500	
Break Area/Lunch Rroom			300	
Restrooms,Showers, Janitor			760	
General Storage			400	
Physical Training	1,901	-	NA	1,901
CSI/Property	10,125	4,800		14,925
Expand Property/Evidence			2,500	
Enlare CSI Vehicle analysis			2,300	
LSCO Substation-Indian Land	1,812	-	NA	1,812
Barnett Building				
Health Department	12,910	-	NA	12,910
Voter Registration/Elections	6,194	-	NA	6,194
Shared Classroom	1,947	-	NA	1,947
Pharmacy	1,918	NA	NA	1,918
County Library (Main)	4,385	-	NA	4,385
MIS	2,615	1,477	See Note #8	4,092
Parks & Recreation Administration	1,175	-	NA	1,175
Unallocated Space	8,042	-	NA	8,042
Indian Land Service Center	2,024	580		2,604
Plan/Doument Rreview & Storage			180	
Crew Training Area			120	
Lunch Room			160	
General Storage			120	
Column Totals:	**353,249**	**49,980**		**403,229**

Appendix A Notes:

1. EMS #1 is the EMS Administration offices (Administration, Billing, Training, Logistics) together with EMS Station #1. There is no Administration deficit noted because the 19,000 square foot new headquarters under construction will address any deficit that might have been suggested.

The total current need for EMS #1 is 3,228 NSF, which is from the prototype Space Needs Worksheet found in Appendix B, minus Station #1's actual size of 3,002 square feet.

2. The EMS Station #3 space deficit is the result of subtracting the station's current space 1,995 from the referenced EMS Station Space Needs Worksheet total area noted in Appendix B.

3. Station #6 and #7 each need to be relocated more strategically within their respective response areas to be more effective; this includes new, purpose-built stations that, at least minimally comply with the criteria stipulated in the Space Needs Worksheet in Appendix B.

4. Architectural drawings were recently completed for a new 12,816 square foot Fleet Operations Garage. The deficit noted (7,116) is the difference between 12,816 and the current garage INSF of 5,700. (Date of the referenced architectural drawings is November 2019).

5. No space deficit is noted for MIS in this subsection because the Department will be moving to the Barnett building wherein it is slated to have considerably more space; there will, however, remain a significant deficit that will be discussed in number 8 below.

6. The Department of Social Services currently occupies 11,640 INSF of the Human Services Building; the remaining 14,151 INSF was recently vacated. The County has committed to renovate the interior of the building to expand and improve DSS space with a limited budget and no change to the buildings perimeter/total space.

7. The space deficits for the Public Works' office and Building Maintenance are based on the numbers illustrated in the Space Needs Worksheets in Appendix B, minus the current INSF of each building; the Warehouse, Crew Facility & Sign Shop work sheets are also illustrated in Appendix B for each building/space.

8. The MIS deficit square footage noted (1,477) is the total NSF requirement illustrated in the MIS Space Needs Worksheet included in Appendix B (4,092), minus the existing assigned space in the Barnett Building (2,615).

Appendix B-Detailed Space Needs Worksheets

MIS — **Space Needs Worksheet**

Area/Space	NSF/space	# Spaces	Total NSF
Public Access			
Entry/Seating (Vender /Co. Staff, etc.)	100	1	100
Reception/Counter Work Space	80	1	80
Meeting/Training Room	480	1	480
Training Room Storage	120	1	120
Visitor/Trainee Restroom	60	2	120
Personnel (Offices/Cubicles)			
Director	180	1	180
Network Administrator	156	1	156
Systems Administrator	156	1	156
Helpdesk Supervisor	132	1	132
Project Manager	132	1	132
Individual Offices [TBA]	120	3	360
Open Cubicles	60	4	240
Support/Common Areas			
Copy/Work Area/Office Supplies	180	1	180
Shredder	60	1	60
Break Area	216	1	216
Staff Restrooms	110	2	220
Server/Data Center	300	1	300
PC Support/Work Room	180	1	180
Equipment Storage	200	1	200
Staging, Set-Up & Testing	240	1	240
Receiving & Breakdown	160	1	160
Generator/UPS [Allowence]	80	1	80
Estimated Total Area NSF		29	**4092**

EMS Station-2 Bays — Space Needs Worksheet

Area/Space	NSF/space	# Spaces	Total NSF
Entry Vestibule	120	1	120
Base Operations			
Office/Staff Reports	156	1	156
Mudroom	90	1	90
Clean Linen	60	1	60
Medical Supply	70	1	70
General Storage	110	1	110
Dayroom	180	1	180
Kitchen/Dining	156	1	156
Restroom & Shower	90	2	180
Bunk Room-Men [2]	120	1	120
Bunk Room-Women [2]	120	1	120
Janitor & Supply	70	1	70
Staff Support			
Personal Laundry	60	1	60
Fitness	80	1	80
Lockers	96	1	96
Garage			
Transition Area	100	1	100
Vehicle Bays @ 16 x 34 each	544	2	1088
Decon	30	1	30
Restroom	50	1	50
Heavy Duty Washer/Dryer (W/D)	30	1	30
Equipment Wash	60	1	60
Drying Area	72	1	72
Oxygen Bottles	30	1	30
Dirty Storage	100	1	100
Estimated Total Area NSF		26	**3228**

Public Works-Administration Building Space Needs Worksheet

Area/Soace	NSF/Space	# spaces	Total NSF
Reception	180	1	180
Admin. Support	60	2	120
Office -Type A	165	1	165
Office-Type B	150	2	300
Print/Copy/Work Room	256	1	256
Layout & Plan Review	165	1	165
Plan/Document Storage	120	1	120
Conference Room	400	1	400
Conference Room Storage	100	1	100
Service Counter	80	1	80
Restrooms	110	2	220
Janitor Closet	60	1	60
Total Net Square Feet			**2,166**

Public Works-Building Maintenance Space Needs Worksheet

Area/Soace	NSF/Space	# spaces	Total NSF
Entry	1	60	60
Office	1	100	100
Tool Room	1	240	240
Equipment	1	300	300
Plan/Document/Layout	1	120	120
Shop	1	1200	1200
Storgage	1	240	240
Restroom	1	60	60
Clean-up Area	1	40	40
Total Net Square Feet			**2,360**

Public Works-Warehouse Space Needs Worksheet

Area/Soace	NSF/Space	# spaces	Total NSF
Entry	1	60	60
Office	1	100	100
Restroom	1	60	60
Secure Storage	1	150	150
Warehouse	1	2400	2400
Receiving Area/Loading Dock	1	240	240
Total Net Square Feet			**3,010**

Public Works-Crew Facilities — Space Needs Worksheet

Area/Soace	NSF/Space	# spaces	Total NSF
"Clean" Entry	1	80	80
Common Area	1	280	280
Training Room	1	750	750
Lunch Room	1	300	300
Lockers	1	320	320
Restroom	1	220	220
Showers	2	60	120
Mud Room/Entry	1	150	150
Total Net Square Feet			**2220**

Public Works-Sign Shop — Space Needs Worksheet

Area/Soace	NSF/Space	# spaces	Total NSF
Entry	1	60	60
Layout/ Work Area	1	200	200
Material Racks/Bins	2	80	160
Sign Supplies & Tools	1	100	100
Staging/Loading area	1	220	220
Restroom	1	60	60
Total Net Square Feet			**800**

Public Works-Fleet Operations Garage

[Refer to Architectural Drawings]

Department of Social Services — Space Needs Worksheet

Area/Space	NSF/space	# Spaces	Total NSF
ENTRY, RECEPTION & RECORDS			
Entry Vestibule	1	96	96
Public Lobby	1	400	400
Public Restrooms	2	132	264
Reception Counter	1	192	192
Records	1	1400	1400
Mail; Receipt/Sort/Prep.	1	120	120
HUMAN SERVICES			
HSC II	1	180	180
HSC I	7	168	1176
HS Spec II [7 units @ 6 ea.]	42	64	2688
Unit Records	7	100	700
Unit Storage	7	80	560
Print/Copy/Fax/Supply	3	156	468
Internal Meeting/Conference [12]	1	360	360
Restrooms	2	84	168
Interview	14	120	1680
ECONOMIC SERVICES			
HSC II	1	180	180
HSC I	1	168	168
HS Spec I	12	120	1440
Unit Records	3	100	300
Unit Storage	3	80	240
Print/Copy/Fax/Supply	1	168	168
Internal Meeting/Conference [14]	1	400	400
Restrooms	2	84	168
ADMINISTRATION			
Director	1	216	216
Bus. Manager	1	156	156
Admin Asst	1	120	120
Human Resource Spec	1	120	120
Fiscal Tech	1	120	120
Admin Spec II	4	80	320
Area Entry/Seating	1	96	96
Meeting/Conference [16]	1	480	480
Conf. Storage	1	80	80
Staff Restroom	2	70	140
Service Counter	1	60	60
Copy/Work	1	156	156
Page Subtotal NSF:			**15580**

Department of Social Services-Space Needs Worksheet

Page 2

Area/Space	NSF/space	# Spaces	Total NSF
FAM/CHILD VISITATION & INTAKE			
Family/Child Visitation Room	2	216	432
Vistation Restroom	2	70	140
Supply Cabinet	2	28	56
Observation	1	126	126
Shower/Bath/Drying Area	1	80	80
Sleep Area	2	96	192
Washer/Dryer	1	40	40
Property & Supply	1	96	96
Clothing Storage	1	175	175
Intake Work Station	1	30	30
STAFF SUPPORT			
Training/Multipurpose Room	1	1600	1600
Multipurpose Storage	1	320	320
Break Room/Vending	1	384	384
Staff Restrooms	2	210	420
Utility/Server	1	72	72
Receiving/Loading & Unloading	1	156	156
Staff Entrance	1	80	80
STATE OFFICE STAFF			
Atty II			156
Atty I			156
Paralegal CS			120
Paralegal AD			120
Trauma Support			120
SNAP E&T Case Manager			120
Performance Coach			120
Workforce Consutant			120
Area Entry			80
Copy/Work Room			132
Conference/Meeting [6]			168
Page Subtotal NSF:			**5607**

SUMMARY:	
ENTRY, RECEPTION & RECORDS	2472
HUMAN SERVICES	7980
ECONOMIC SERVICES	3064
ADMINISTRATION	2064
FAM/CHILD VISITATION & INTAKE	1367
STAFF SUPPORT	3032
STATE OFFICE STAFF	1412
Estimated Total Area NSF	**21391**
Allowance for interior walls, corridors, etc.	1.30
Total Building GSF	**27,808**

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1722
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Whether to impose a Fire Development Impact Fee

Points to Consider:
There is an existing assessment district for the Pleasant Valley Fire District located within the Greater Panhandle Service Area that would receive a credit on the proposed fire impact fees.

The proposed residential fire development impact fees are as follows:

Greater Panhandle:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,184
Single Family Attached	$1,006
Multifamily	$841

Pleasant Valley:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,018
Single Family Attached	$865
Multifamily	$723

The non-residential fire development impact fees are as follows:

Greater Panhandle

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,478
Office	$502
Industrial	$255
Warehouse	$90
Healthcare	$552
Institutional	$1,005

Pleasant Valley

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,363
Office	$463
Industrial	$236
Warehouse	$83
Healthcare	$509
Institutional	$927

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are subject to imposition of development impact fees.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or disapprove imposition of the fire development impact fee.

Recommendation:
Not Applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1722 Fire Impact Fee	3/16/2021	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1722

AN ORDINANCE

OF THE COUNTY COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING AN FIRE DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY; TO ENSURE THAT FIRE FACILITIES (FIRE STATIONS AND FIRE VEHICLES) WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR FIRE FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH FIRE FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT.

WHEREAS, Lancaster County ("County") has experienced population and employment growth in the Greater Panhandle area and projections indicate that population growth and development will continue at a reasonable rate into the future; and

WHEREAS, the County has experienced impacts on public facilities resulting from this growth and development; and

WHEREAS, growth and development estimates for the County over the next 10 years indicate there will be a need for additional Fire facility system improvements (fire stations and fire vehicles) due to the growth and development; and

WHEREAS, the County has defined a level of service standard for Fire facilities (fire stations and fire vehicles); and

WHEREAS, this defined level of service standard and the projected population and employment growth within the Greater Panhandle region results in an identified need for Fire facility system improvement needs over the next 10 years as set forth in the capital improvement plan (CIP); and

WHEREAS, the cost of these Fire facility system improvement needs as identified in the CIP is significant and expensive; and

WHEREAS, if property taxes, or bonds (backed only by property taxes) are used to finance the

new Fire facility system improvements (fire stations and fire vehicles) needed to accommodate the demand generated by new development in the Greater Panhandle region of the County, these taxes would be paid largely by existing residents and businesses that have already paid for much of the Fire facility system improvements they utilize; and

WHEREAS, County Council finds that it is fair and equitable for new development in the Greater Panhandle region of the County to fund new Fire facility system improvements, in part, through a proportionate share Fire development impact fee; and

WHEREAS, County Council finds the Fire development impact fee will be imposed uniformly on all similar residential and nonresidential use types; and

WHEREAS, County Council having given consideration to the provision and financing of Fire facility system improvements necessary to maintain levels of service, hereby finds and declares that the establishment and adoption of Fire development impact fee to imposed on new development is necessary and desired, that the fee is proportionate and the fee is based on a CIP that sets forth the Fire facility system improvements needed to maintain levels of service for Fire facilities to accommodate new development in the Greater Panhandle region of the County; and

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

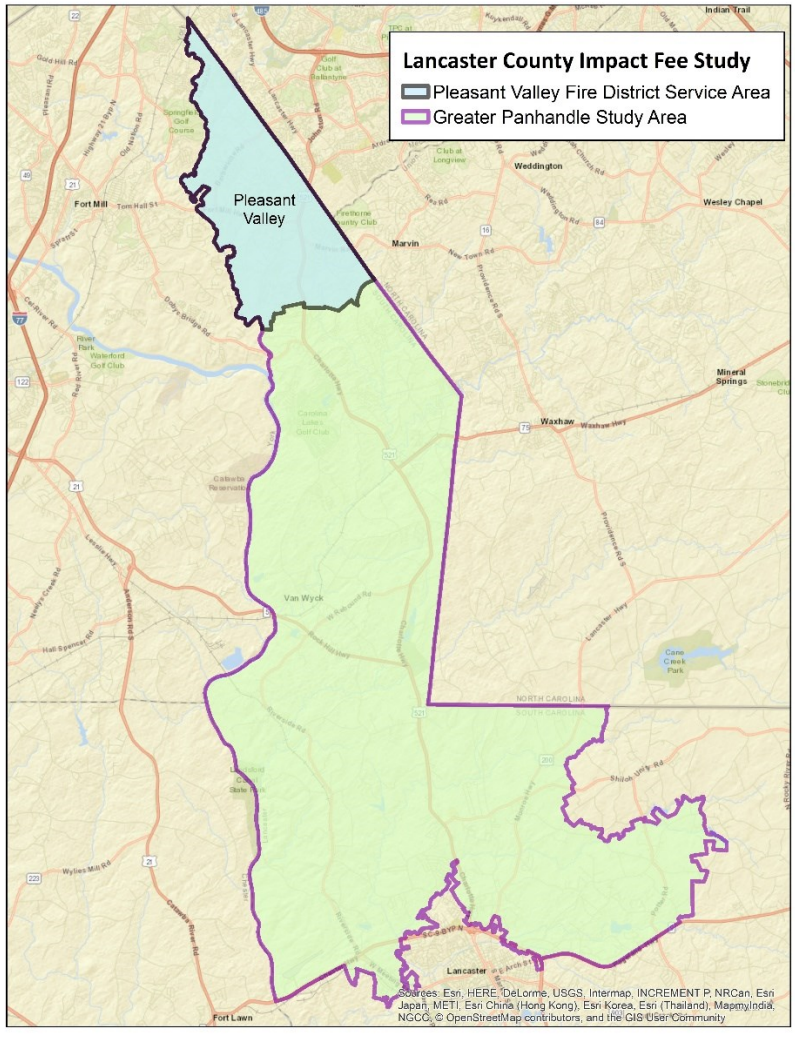
SECTION I. ADOPTION AND IMPOSITION OF FIRE IMPACT FEES.

Pursuant to Ordinance No. 2021-1705 and the impact fee procedures in the Code of Ordinances, Lancaster County, South Carolina ("County Code"), Chapter ___, Article ____, this Fire development impact fee shall be adopted and imposed on all new development in the Fire Service Area.

SECTION II. ESTABLISHMENT OF SERVICE AREAS.

There are two service areas for Fire development impact fees. The larger service area includes the Greater Panhandle expect for the Pleasant Valley Fire District. The Pleasant Valley Fire District is a second service area as a result of a credit included in the Fire development impact fee to ensure the current property assessment by the fire district does not create a double payment scenario.

A. Map of Fire Service Area



SECTION III. INCORPORATION OF SUPPORT STUDY.

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for Fire development impact fees, and the capital improvement plan (CIP) for Fire facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March ___, 2021 (hereinafter "Fire development impact fee study"). The Fire development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Fire facility system improvement needs.

SECTION IV. IMPOSITION OF FIRE IMPACT FEES.

A. The Fire development impact fee shall be imposed on all new development in the Fire Service Area, unless the development is exempted, or an exception or waiver is granted pursuant to Chapter _____, Article ___ of the County Code.

A. The Fire development impact fee shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

SECTION V. FIRE DEVELOPMENT IMPACT FEE SCHEDULE.

A. Pursuant to this Ordinance and in accordance with the impact fee procedures in Chapter ___, Article ___ of the County Code, the State Development Impact Fee Act, and the Fire development impact fee study and CIP, Fire impact development fees shall be imposed in the fire service areas.

B. The following general procedure shall be followed upon receipt of an application for a building permit for new development:

(1) For residential development, identify the type of housing development and number of dwelling units, and then calculate the fee based on the Residential Fire Development Impact Fee Schedule;

i. Residential Fire Development Impact Fee Schedule Greater Panhandle Service Area

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,184
Single Family Attached	$1,006
Multifamily	$841

ii. Residential Fire Development Impact Fee Schedule Pleasant Valley Fire District

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,018
Single Family Attached	$865
Multifamily	$723

(2) For nonresidential development, identify the type of nonresidential development and the square feet of the nonresidential development, then calculate the fee based on the Nonresidential Fire Development Impact Fee Schedule;

i. Nonresidential Fire Development Impact Fee Schedule Greater Panhandle Service Area

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,478
Office	$502
Industrial	$255
Warehouse	$90
Healthcare	$552
Institutional	$1,005

ii. Nonresidential Fire Development Impact Fee Schedule Pleasant Valley Fire District

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,363
Office	$463
Industrial	$236
Warehouse	$83
Healthcare	$509
Institutional	$927

C. Development Impact Fee Schedule Annual Update. The development impact fees shall be adjusted annually to reflect the effects of inflation on the costs for facilities set forth in the Development Impact Fee Study and CIP dated _____. The fee schedule shall be adjusted using the Construction Cost Index calculated by the Engineering New Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The impact fee schedule annual adjustment update will become effective on July 1st of each year. If July 1st falls on a weekend or county holiday, the fee adjustment will become effective on the next business day thereafter.

SECTION VI. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.

A. In-lieu of calculating the Fire development impact fees by reference to the fee schedule, a feepayer may request that the amount of the required Fire development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

B. If a feepayer requests the use of an Individual Assessment of Development Impact, the feepayer shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the feepayer's expense.

C. Each Individual Assessment of Development Impact shall be based on the level of service standard and the same system improvement costs for Fire facility system improvements used in the Fire development impact fee study and CIP, shall use the formula for calculating the development impact fee used in the Fire development impact fee study and CIP, and shall document the relevant methodologies and assumptions used (no adjustments in the assumption of credits shall be made). The burden shall be on the feepayer requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the Fire development impact fee study and CIP and reflected in the Fire Development Impact Fee Schedule, is less accurate than the results of the Individual Assessment of Development Impact.

D. Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating Fire development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for Fire facility system improvements created by the proposed new development than the applicable fees in the Fire Development Impact Fee Schedule, then the development impact fees due under this Ordinance shall be calculated according to such assessment.

SECTION VII. CREDITS

A. Any developer/feepayer obligated pay a Fire development impact fee under this section may apply for credit against Fire development impact fees otherwise due, up to but not to exceed the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any contribution or construction for Fire facility system improvements that are accepted by the County Council for Fire facility system improvements identified in the CIP.

B. Valuation of Credits

(1) Credit for land dedication for Fire facility system improvements, at the feepayer' s option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the feepayer.

(2) Credit for construction of a Fire facility buildings shall be valued by the County Council based on construction costs estimates submitted by the feepayer. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.

(3) Credit for contributions for Fire facility system improvements shall be based on the value of the contribution at the time it is made by the feepayer.

C. When Credits Become Effective

(1) Credits for land dedication for Fire facility system improvements shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.

(2) Credits for construction of Fire facility buildings shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.

(3) Credits for contributions shall become effective after the contribution is approved by the County Council pursuant to this section, and the contribution is provided to and

accepted by the County Council.

(4) Credits for dedication of land, construction, or contributions for Fire facility system improvements shall be transferable within the same development for Fire development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.

(5) The total amount of the credit shall not exceed the amount of the Fire development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the contribution or construction of buildings for Fire facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the Fire development impact fees the feepayer shall receive for the contribution or construction of Fire buildings.

(7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/feepayer who proposes to construct Fire facility system improvements in the CIP, to the extent the fair market value of the construction of those Fire facility system improvements exceed the obligation to pay Fire development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the Fire facility system improvements constructed.

SECTION VIII. TRUST FUND FOR FIRE DEVELOPMENT IMPACT FEES.

The County hereby establish segregated Fire Development Impact Fee Trust Fund Account. All Fire development impact fees collected by the County shall be placed in their respective Trust Fund Account. Each Trust Account shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Fire development impact fee funds.

SECTION IX. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.

Fire development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Chapter ___, Article ____ of the County Code, solely and exclusively for Fire facility system improvements as set forth in the Fire development impact fee study and CIP. System improvements generally include the following: buildings and emergency vehicles that expand the capacity of the Fire system.

SECTION X. DEVELOPER RIGHTS.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Chapter ____, Article ____ of the County Code, shall have the following rights, any or all of which

may be exercised only in accordance with the impact fee procedures in Chapter ____, Article ____ of the County Code.

A. Administrative Appeal. The developer/applicant may file an administrative appeal with the County Administrator with respect to a County decision related to the imposition, calculation, collection, processing, or expenditure of a Fire development impact fee at any time; provided, however, that such appeal must comply with the provisions and requirements the County impact fee procedure in Chapter ____, Article ____ of the County Code. If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of development fees as calculated by the County.

B. Payment under Protest. The developer/applicant may pay the County-calculated Fire development impact fees under protest, pursuant to the County impact fee procedures as set forth in Chapter ___, Article ____ the County Code. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Chapter ___, Article _____.

C. Mediation. The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County and only to address a disagreement related to the Fire development impact fees, as calculated by the County, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this Ordinance, the County impact fee procedures in Chapter _____, Article _____ of the County Code, or other remedies available by law.

SECTION XI. COUNTY REMEDIES.

A. The County pursuant the State Development Impact Fee Act and the County impact fee procedure Chapter __, Article__ of the County Code, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this Ordinance, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures in Chapter ___, Article ___ of the County Code:

(1) Interest and Penalties. The County may, in its discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated Fire development impact fees due, pursuant to the impact fee procedures in Chapter ____, Article _____ of the County Code.

(2) Withholding Building or Development Permit or Development Approval or Certificate of Occupancy. The County may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the Fire development impact fees due.

(3) Lien. The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Chapter _____, Article _____ of the County Code, for failure of the developer/applicant to timely pay the required Fire development impact fees in full.

B. The County may pursue any one or all of the remedies described in subsection A of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

SECTION XII. INTERGOVERNMENTAL AGREEMENTS.

Prior to imposition of the Fire development impact fee pursuant to this Ordinance, the County shall enter into intergovernmental agreements with the participating municipalities, which intergovernmental agreements shall:

A. Specify the reasonable share of funding of joint system improvements for Fire facility system improvements by each governmental unit; and

B. Provide for the collection of the Fire development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and

C. Provide for the timely transfer of Fire development impact fee funds from the municipality to the County; and

D. Provide for the timely expenditure of the Fire development impact fee funds by the County in accordance with the CIP.

SECTION XIII. TERMINATION OF THE Fire IMPACT FEES.

The Fire development impact fees shall terminate upon the completion/conclusion/purchase of all the Fire development impact fee-funded facility system improvements as set forth in the CIP unless:

A. The County adopts a CIP for a subsequent time; or

B. The County adopts an updated Fire development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECTION XIV. LIBERAL CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed to effectively carry out it purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

SECTION XV. SEVERABILITY.

A. If any section, subsection, sentence, clause, phrase, or portion of these Procedures is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion of these Procedures shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of these Procedures nor impair or nullify the remainder of such Procedures which shall continue in full force and effect.

B. If the application of any provision of these Procedures to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Council is that such decision shall be limited to the specific new development immediately involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify these Procedures as a whole or the application of any provision of these Procedures to any other new development.

SECTION XVI. EFFECTIVE DATE

A. The Ordinance shall become effective on ___, 2021.

B. Applications for new development filed after the effective date as set forth in this section shall be subject to the Fire development impact fee.

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ADOPTED this __day of _____, 2021

COUNTY COUNCIL OF LANCASTER COUNTY

By:_____
Steve Harper, Chairman

By:_____
Billy Mosteller, Secretary

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

First Reading:	March 22, 2021
Second Reading	April 12, 2021 (tentative)
Third and Final Reading	April 26, 2021 (tentative)
Public Hearing	April 26, 2021 (tentative)

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1723
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Whether to impose an EMS development impact fee.

Points to Consider:
The EMS development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on EMS facility system improvement needs.

The proposed Residential impact fees are as follows:

Development Type	EMS
Residential (per housing unit)	
Single Family Detached	$139
Single Family Attached	$118
Multifamily	$98

The proposed non-residential EMS impact fees are as follows:

Development Type	EMS
Nonresidential (per 1,000 square feet)	
Retail	$72
Office	$24
Industrial	$12
Warehouse	$4
Healthcare	$27
Institutional	$49

The impact fees have been calculated so that new development pays for its proportionate share of the cost of maintaining current levels of service for EMS services.

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are subject to imposition of development impact fees.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approval or disapproval of imposition of an EMS development impact fee

Recommendation:
Not applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1723	3/15/2021	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1723

AN ORDINANCE

OF THE COUNTY COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING AN EMERGENCY MEDICAL SERVICES ("EMS") DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY; TO ENSURE THAT EMS FACILITIES (EMS STATIONS AND EMERGENCY VEHICLES) WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR EMS FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH EMS FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT

WHEREAS, Lancaster County ("County") has experienced population and employment growth in the Greater Panhandle area and projections indicate that population growth and development will continue at a reasonable rate into the future; and

WHEREAS, the County has experienced impacts on public facilities resulting from this growth and development; and

WHEREAS, growth and development estimates for the County over the next 10 years indicate there will be a need for additional Emergency Medical Services ("EMS") facility system improvements (EMS stations and emergency vehicles) due to the growth and development; and

WHEREAS, the County has defined a level of service standard for EMS facilities (EMS stations and ambulances); and

WHEREAS, this defined level of service standard and the projected population and employment growth within the Greater Panhandle region results in an identified need for EMS facility system improvement needs over the next 10 years as set forth in the capital improvement plan (CIP); and

WHEREAS, the cost of these EMS facility system improvement needs as identified in the CIP is significant and expensive; and

WHEREAS, if property taxes, or bonds (backed only by property taxes) are used to finance the new EMS facility system improvements (EMS stations and emergency vehicles) needed to accommodate the demand generated by new development in the Greater Panhandle region of

the County, these taxes would be paid largely by existing residents and businesses that have already paid for much of the EMS facility system improvements they utilize; and

WHEREAS, County Council finds that it is fair and equitable for new development in the Greater Panhandle region of the County to fund new EMS facility system improvements, in part, through a proportionate share EMS development impact fee; and

WHEREAS, County Council finds the EMS development impact fee will be imposed uniformly on all similar residential and nonresidential use types; and

WHEREAS, County Council having given consideration to the provision and financing of EMS facility system improvements necessary to maintain levels of service, hereby finds and declares that the establishment and adoption of EMS development impact fee to imposed on new development is necessary and desired, that the fee is proportionate and the fee is based on a CIP that sets forth the EMS facility system improvements needed to maintain levels of service for EMS facilities to accommodate new development in the Greater Panhandle region of the County; and

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

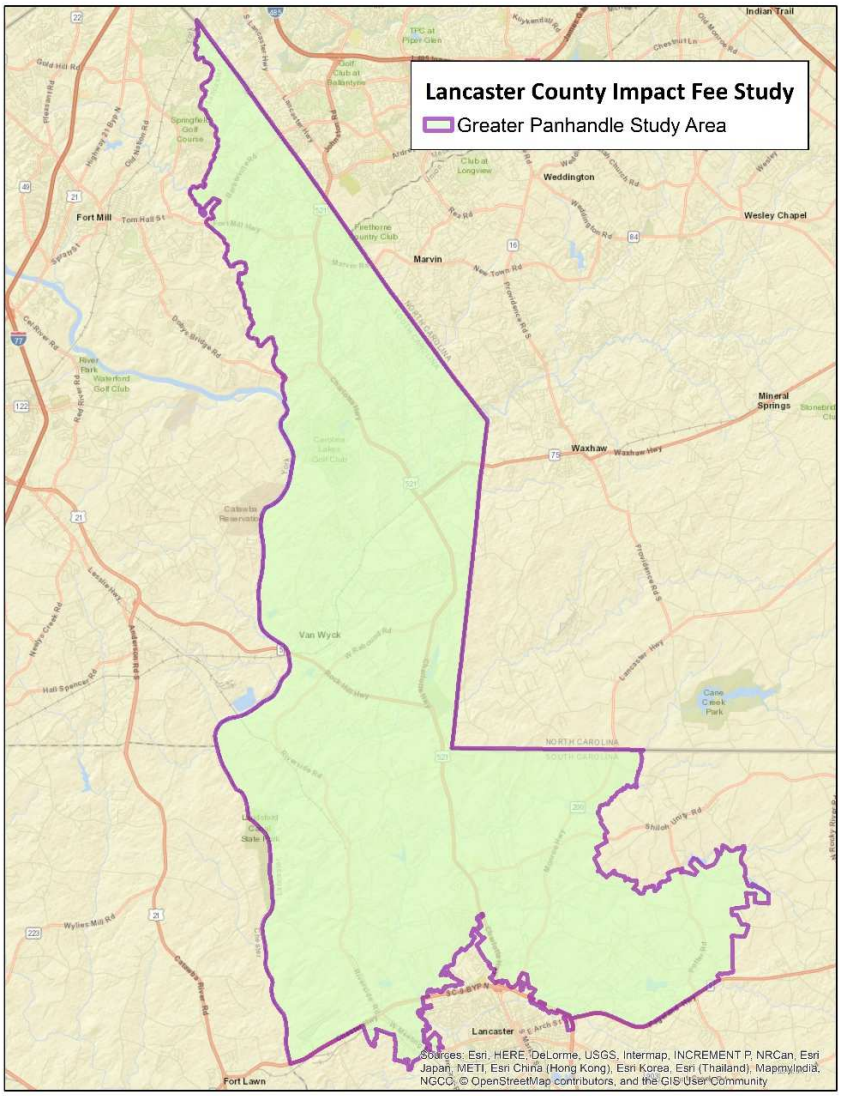
SECTION I. ADOPTION AND IMPOSITION OF EMS IMPACT FEES.

Pursuant to Ordinance No. 2021-1705 and the impact fee procedures in the Code of Ordinances, Lancaster County, South Carolina, Chapter ____, Article ____, this EMS development impact fee shall be adopted and imposed on all new development in the EMS Service Area.

SECTION II. ESTABLISHMENT OF SERVICE AREA.

There is one service area for EMS development impact fees. The service area includes the entire Greater Panhandle and is known as the "EMS Service Area".

A. Map of EMS Service Area



SECTION III. INCORPORATION OF SUPPORT STUDY.

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for EMS development impact fees, and the capital improvement plan (CIP) for EMS facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March 3, 2021 (hereinafter "EMS development impact fee study"). The EMS development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on EMS facility system improvement needs.

SECTION IV. IMPOSITION OF EMS IMPACT FEES.

A. The EMS development impact fee shall be imposed on all new development in the EMS Service Area, unless the development is exempted, or an exception or waiver is granted pursuant to Chapter _, Article ___ of the County Code.

A. The EMS development impact fee shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

SECTION V. EMS DEVELOPMENT IMPACT FEE SCHEDULE.

A. Pursuant to this Ordinance and in accordance with the impact fee procedures in Chapter ___, Article___ __ of the County Code, the State Development Impact Fee Act, and the EMS development impact fee study and CIP, EMS impact development fees shall be imposed in the EMS Service Area.

B. The following general procedure shall be followed upon receipt of an application for a building permit for new development:

(1) For residential development, identify the type of housing development and number of dwelling units, and then calculate the fee based on the Residential EMS Development Impact Fee Schedule;

i. Residential EMS Development Impact Fee Schedule

Development Type	EMS
Residential (per housing unit)	
Single Family Detached	$139
Single Family Attached	$118
Multifamily	$98

(2) For nonresidential development, identify the type of nonresidential development and the square feet of the nonresidential development, then calculate the fee based on the Nonresidential EMS Development Impact Fee Schedule;

i. Nonresidential EMS Development Impact Fee Schedule

Development Type	EMS
Nonresidential (per 1,000 square feet)	
Retail	$72
Office	$24
Industrial	$12
Warehouse	$4
Healthcare	$27
Institutional	$49

C. Development Impact Fee Schedule Annual Update. The development impact fees shall be adjusted annually to reflect the effects of inflation on the costs for facilities set forth in the Development Impact Fee Study and CIP dated_____. The fee schedule shall be adjusted using the Construction Cost Index calculated by the Engineering New Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The impact fee schedule annual adjustment update will become effective on July 1st of each year. If July 1st falls on a weekend or county holiday, the fee adjustment will become effective on the next business day thereafter.

SECTION VI. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.

A. In-lieu of calculating the EMS development impact fees by reference to the fee schedule, a feepayer may request that the amount of the required EMS development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

B. If a feepayer requests the use of an Individual Assessment of Development Impact, the feepayer shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the feepayer's expense.

C. Each Individual Assessment of Development Impact shall be based on the level of service standard and the same system improvement costs for EMS facility system improvements used in the EMS development impact fee study and CIP, shall use the formula for calculating the development impact fee used in the EMS development impact fee study and CIP, and shall document the relevant methodologies and assumptions used (no adjustments in the assumption of credits shall be made). The burden shall be on the feepayer requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the EMS development impact fee study and CIP and reflected in the EMS Development Impact Fee Schedule, is less accurate than the results of the Individual Assessment of Development Impact.

D. Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating EMS development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for EMS facility system improvements created by the proposed new development than the applicable fees in the EMS Development Impact Fee Schedule, then the development impact fees due under this Ordinance shall be calculated according to such assessment.

SECTION VII. CREDITS

A. Any developer/feepayer obligated pay an EMS development impact fee under this section may apply for credit against EMS development impact fees otherwise due, up to but not to exceed the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any contribution or construction for EMS facility system improvements that are accepted by the County Council for EMS facility systems improvements identified in the CIP.

B. Valuation of Credits

(1) Credit for land dedication for EMS facility system improvements, at the feepayer' s option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the feepayer.

(2) Credit for construction of an EMS facility buildings shall be valued by the County

Council based on construction costs estimates submitted by the feepayer. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.

(3) Credit for contributions for EMS facility system improvements shall be based on the value of the contribution at the time it is made by the feepayer.

C. When Credits Become Effective

(1) Credits for land dedication for EMS facility system improvements shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.

(2) Credits for construction of EMS facility buildings shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.

(3) Credits for contributions shall become effective after the contribution is approved by the County Council pursuant to this section, and the contribution is provided to and accepted by the County Council.

(4) Credits for dedication of land, construction, or contributions for EMS facility system improvements shall be transferable within the same development for EMS development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.

(5) The total amount of the credit shall not exceed the amount of the EMS development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the contribution or construction of buildings for EMS facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the EMS development impact fees the feepayer shall receive for the contribution or construction of EMS buildings.

(7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/feepayer who proposes to construct EMS facility system improvements in the CIP, to the extent the fair market value of the construction of those EMS facility system improvements exceed the obligation to pay EMS development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the EMS facility system improvements constructed.

SECTION VIII. TRUST FUND FOR EMS DEVELOPMENT IMPACT FEES.

The County hereby establish segregated EMS Development Impact Fee Trust Fund Account. All EMS development impact fees collected by the County shall be placed in their respective Trust Fund Account. Each Trust Account shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account subject to the same limitations and restrictions on use and expenditure of funds that are applicable to EMS development impact fee funds.

SECTION IX. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.

EMS development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Chapter ____Article _____of the County Code, solely and exclusively for EMS facility system improvements as set forth in the EMS development impact fee study and CIP. System improvements generally include the following: buildings and emergency vehicles that expand the capacity of the EMS system.

SECTION X. DEVELOPER RIGHTS.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Chapter _____, Article _____ of the County Code, shall have the following rights, any, or all of which may be exercised only in accordance with the impact fee procedures in Chapter____, Article____ of the County Code.

A. Administrative Appeal. The developer/applicant may file an administrative appeal with the County Administrator with respect to a County decision related to the imposition, calculation, collection, processing, or expenditure of an EMS development impact fee at any time; provided, however, that such appeal must comply with the provisions and requirements the County impact fee procedure in Chapter ___ , Article _____ of the County Code. If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of development fees as calculated by the County.

B. Payment under Protest. The developer/applicant may pay the County-calculated EMS development impact fees under protest, pursuant to the County impact fee procedures as set forth in Chapter ___, Article___ of the County Code. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Chapter___, Article_____.

C. Mediation. The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County and only to address a disagreement related to the EMS development impact fees, as calculated by the County, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this Ordinance, the County impact fee procedures in Chapter ___, Article_____of the County Code, or other remedies available by law.

SECTION XI. COUNTY REMEDIES.

A. The County pursuant the State Development Impact Fee Act and the County impact fee procedure, Chapter ____, Article___ of the County Code, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this Ordinance, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures in Chapter___, Article_____ of the County Code:

(1) Interest and Penalties. The County may, in its discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated EMS development impact fees due, pursuant to the impact fee procedures in Chapter _____, Article ____ of the County Code.

(2) Withholding Building or Development Permit or Development Approval or Certificate of Occupancy. The County may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the EMS development impact fees due.

(3) Lien. The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Chapter ____, Article ____ of the County Code, for failure of the developer/applicant to timely pay the required EMS development impact fees in full.

B. The County may pursue any one or all of the remedies described in subsection A of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

SECTION XII. INTERGOVERNMENTAL AGREEMENTS.

Prior to imposition of the EMS development impact fee pursuant to this Ordinance, the County shall enter into intergovernmental agreements with the participating municipalities, which intergovernmental agreements shall:

A. Specify the reasonable share of funding of joint system improvements for EMS facility system improvements by each governmental unit; and

B. Provide for the collection of the EMS development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and

C. Provide for the timely transfer of EMS development impact fee funds from the municipality to the County; and

D. Provide for the timely expenditure of the EMS development impact fee funds by the County in accordance with the CIP.

SECTION XIII. TERMINATION OF THE EMS IMPACT FEES.

The EMS development impact fees shall terminate upon the completion/conclusion/purchase of all the EMS development impact fee-funded facility system improvements as set forth in the CIP unless:

A. The County adopts a CIP for a subsequent time; or

B. The County adopts an updated EMS development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECTION XIV. LIBERAL CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed to effectively carry out it purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

SECTION XV. CONFLICT

To the extent of any conflict between other County ordinances and these Procedures, these Procedures shall be deemed to be controlling; provided, however, that these Procedures are not intended to amend or repeal any existing County ordinance, resolution, or regulation.

SECTION XVI. SEVERABILITY.

A. If any section, subsection, sentence, clause, phrase, or portion of these Procedures is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion of these Procedures shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of these Procedures nor impair or nullify the remainder of such Procedures which shall continue in full force and effect.

B. If the application of any provision of these Procedures to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Council is that such decision shall be limited to the specific new development immediately involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify these Procedures as a whole or the application of any provision of these Procedures to any other new development.

SECTION XVII. EFFECTIVE DATE

A. The Ordinance shall become effective on _____, 2021.

B. Applications for new development filed after the effective date as set forth in this section shall be subject to the EMS development impact fee.

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ADOPTED this __day of _____, 2021

COUNTY COUNCIL OF LANCASTER COUNTY

By:_____
Steve Harper, Chairman

By:_____
Billy Mosteller, Secretary

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, Lancaster County Attorney

First Reading:	March 22, 2021
Second Reading	April 12, 2021 (tentative)
Third and Final Reading	April 26, 2021 (tentative)
Public Hearing	April 26, 2021 (tentative)

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1724
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Whether to impose a Sheriff Development Impact Fee.

Points to Consider:
The Sheriff development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Sheriff facility system improvement needs.

The proposed residential Sheriff development impact fee is as follows:

Development Type	Sheriff
Residential (per housing unit)	
Single Family Detached	$126
Single Family Attached	$107
Multifamily	$90

The proposed non-residential Sheriff development impact fee schedule is as follows:

Development Type	Sheriff
Nonresidential (per 1,000 square feet)	
Retail	$158
Office	$54
Industrial	$27
Warehouse	$10
Healthcare	$59
Institutional	$107

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are subject to imposition of development impact fees.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approval or disapproval of the Sheriff Development impact fee

Recommendation:

Not applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1724	3/16/2021	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1724**
COUNTY OF LANCASTER)

AN ORDINANCE

OF THE COUNTY COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A SHERIFF DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY; TO ENSURE THAT SHERIFF FACILITIES WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR SHERIFF FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH SHERIFF FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT

WHEREAS, Lancaster County ("County") has experienced population and employment growth in the Greater Panhandle area and projections indicate that population growth and development will continue at a reasonable rate into the future; and

WHEREAS, the County has experienced impacts on public facilities resulting from this growth and development; and

WHEREAS, growth and development estimates for the County over the next 10 years indicate there will be a need for additional Sheriff facility system improvements (Sheriff stations) due to the growth and development; and

WHEREAS, the County has defined a level of service standard for Sheriff facilities (Sheriff stations); and

WHEREAS, this defined level of service standard and the projected population and employment growth within the Greater Panhandle region results in an identified need for Sheriff facility system improvement needs over the next 10 years as set forth in the capital improvement plan (CIP); and

WHEREAS, the cost of these Sheriff facility system improvement needs as identified in the CIP is significant and expensive; and

WHEREAS, if property taxes, or bonds (backed only by property taxes) are used to finance the new Sheriff facility system improvements (Sheriff stations) needed to accommodate the demand generated by new development in the Greater Panhandle region of the County, these taxes would be paid largely by existing residents and businesses that have already paid for much of the Sheriff facility system improvements they utilize; and

WHEREAS, County Council finds that it is fair and equitable for new development in the Greater Panhandle region of the County to fund new Sheriff facility system improvements, in part, through a proportionate share Sheriff development impact fee; and

WHEREAS, County Council finds the Sheriff development impact fee will be imposed uniformly on all similar residential and nonresidential use types; and

WHEREAS, County Council having given consideration to the provision and financing of Sheriff facility system improvements necessary to maintain levels of service, hereby finds and declares that the establishment and adoption of Sheriff development impact fee to imposed on new development is necessary and desired, that the fee is proportionate and the fee is based on a CIP that sets forth the Sheriff facility system improvements needed to maintain levels of service for Sheriff facilities to accommodate new development in the Greater Panhandle region of the County; and

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

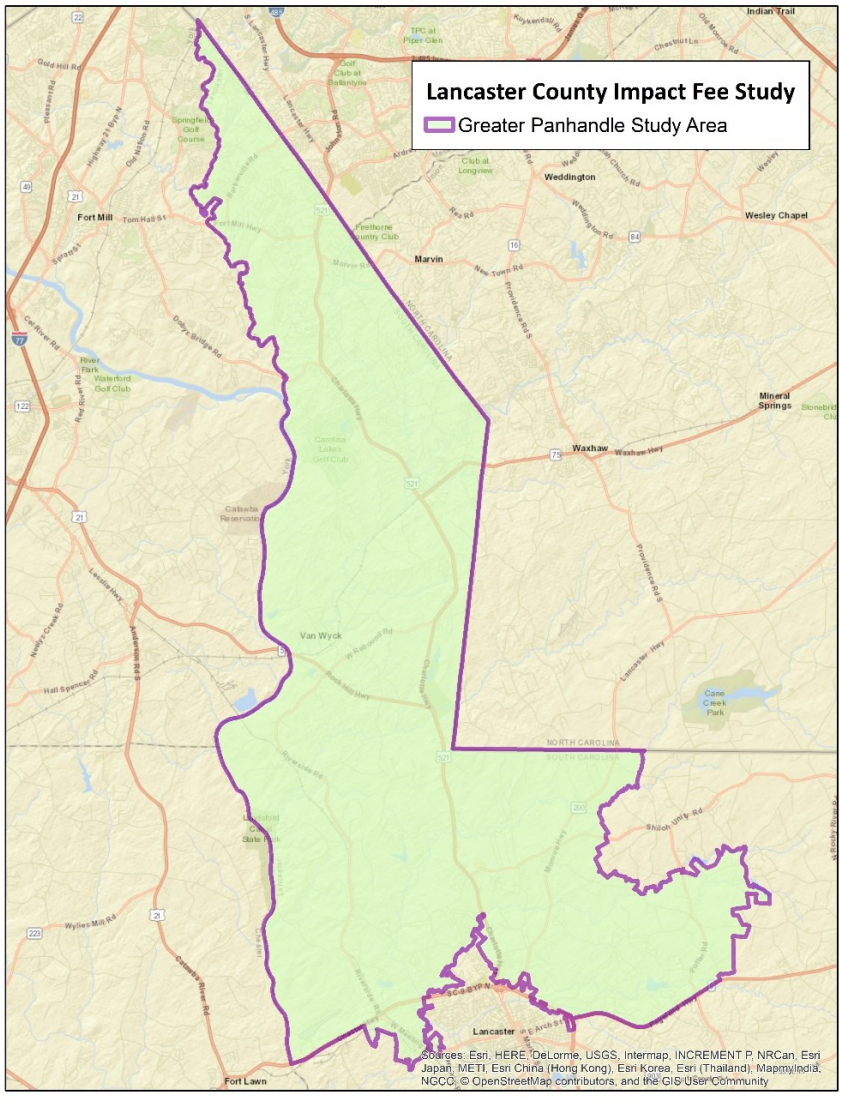
SECTION I. ADOPTION AND IMPOSITION OF SHERIFF IMPACT FEES.

Pursuant to Ordinance No. 2021-1705 and the impact fee procedures in Code of Ordinances, Lancaster County, South Carolina ("County Code") Chapter ___, Article ____ in the County Code, this Sheriff development impact fee shall be adopted and imposed on all new development in the Sheriff Service Area.

SECTION II. ESTABLISHMENT OF SERVICE AREA.

There is one service area for Sheriff development impact fees. The service area includes the entire Greater Panhandle and is known as the "Sheriff Service Area".

A. Map of Sheriff Service Area



SECTION III. INCORPORATION OF SUPPORT STUDY.

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for Sheriff development impact fees, and the capital improvement plan (CIP) for Sheriff facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March _____, 2021 (hereinafter "Sheriff development impact fee study"). The Sheriff development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Sheriff facility system improvement needs.

SECTION IV. IMPOSITION OF SHERIFF IMPACT FEES.

A. The Sheriff development impact fee shall be imposed on all new development in the Sheriff Service Area, unless the development is exempted, or an exception or waiver is

granted pursuant to Chapter ____, Article ___ of the County Code.

A. The Sheriff development impact fee shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit, or prior to issuance of a development permit for the dwelling unit, as appropriate.

SECTION V. SHERIFF DEVELOPMENT IMPACT FEE SCHEDULE.

A. Pursuant to this Ordinance and in accordance with the impact fee procedures in Chapter __, Article ___ of the County Code, the State Development Impact Fee Act, and the Sheriff development impact fee study and CIP, Sheriff impact development fees shall be imposed in the Sheriff Service Area.

B. The following general procedure shall be followed upon receipt of an application for a building permit for new development:

(1) For residential development, identify the type of housing development and number of dwelling units, and then calculate the fee based on the Residential Sheriff Development Impact Fee Schedule;

i. Residential Sheriff Development Impact Fee Schedule

Development Type	Sheriff
Residential (per housing unit)	
Single Family Detached	$126
Single Family Attached	$107
Multifamily	$90

(2) For nonresidential development, identify the type of nonresidential development and the square feet of the nonresidential development, then calculate the fee based on the Nonresidential Sheriff Development Impact Fee Schedule;

i. Nonresidential Sheriff Development Impact Fee Schedule

Development Type	Sheriff
Nonresidential (per 1,000 square feet)	
Retail	$158
Office	$54
Industrial	$27
Warehouse	$10
Healthcare	$59
Institutional	$107

Development Impact Fee Schedule Annual Update. The development impact fees shall be adjusted annually to reflect the effects of inflation on the costs for facilities set forth in the Development Impact Fee Study and CIP dated March _____2021. The fee schedule shall be adjusted using the Construction Cost Index calculated by the Engineering New Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the

denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The impact fee schedule annual adjustment update will become effective on July 1st of each year. If July 1st falls on a weekend or county holiday, the fee adjustment will become effective on the next business day thereafter.

SECTION VI. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.

A. In-lieu of calculating the Sheriff development impact fees by reference to the fee schedule, a feepayer may request that the amount of the required Sheriff development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

B. If a feepayer requests the use of an Individual Assessment of Development Impact, the feepayer shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the feepayer's expense.

C. Each Individual Assessment of Development Impact shall be based on the level of service standard and the same system improvement costs for Sheriff facility system improvements used in the Sheriff development impact fee study and CIP, shall use the formula for calculating the development impact fee used in the Sheriff development impact fee study and CIP, and shall document the relevant methodologies and assumptions used (no adjustments in the assumption of credits shall be made). The burden shall be on the feepayer requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the Sheriff development impact fee study and CIP and reflected in the Sheriff Development Impact Fee Schedule, is less accurate than the results of the Individual Assessment of Development Impact.

D. Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating Sheriff development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for Sheriff facility system improvements created by the proposed new development than the applicable fees in the Sheriff Development Impact Fee Schedule, then the development impact fees due under this Ordinance shall be calculated according to such assessment.

SECTION VII. CREDITS

A. Any developer/feepayer obligated pay a Sheriff development impact fee under this section may apply for credit against Sheriff development impact fees otherwise due, up to but not to exceed the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any contribution or construction for Sheriff facility system improvements that are accepted by the County Council for Sheriff facility systems improvements identified in the CIP.

B. Valuation of Credits

(1) Credit for land dedication for Sheriff facility system improvements, at the feepayer' s

option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the feepayer.

(2) Credit for construction of a Sheriff facility buildings shall be valued by the County Council based on construction costs estimates submitted by the feepayer. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.

(3) Credit for contributions for Sheriff facility system improvements shall be based on the value of the contribution at the time it is made by the feepayer.

C. When Credits Become Effective

(1) Credits for land dedication for Sheriff facility system improvements shall become effective after the credit is approved by County Council pursuant to this section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.

(2) Credits for construction of Sheriff facility buildings shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.

(3) Credits for contributions shall become effective after the contribution is approved by the County Council pursuant to this section, and the contribution is provided to and accepted by the County Council.

(4) Credits for dedication of land, construction, or contributions for Sheriff facility system improvements shall be transferable within the same development for Sheriff development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.

(5) The total amount of the credit shall not exceed the amount of the Sheriff development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the contribution or construction of buildings for Sheriff facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the Sheriff development impact fees the feepayer shall receive for the contribution or construction of Sheriff buildings.

(7) The County Council may enter into a Capital Contribution Front-Ending Agreement with

any developer/feepayer who proposes to construct Sheriff facility system improvements in the CIP, to the extent the fair market value of the construction of those Sheriff facility system improvements exceed the obligation to pay Sheriff development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the Sheriff facility system improvements constructed.

SECTION VIII. TRUST FUND FOR SHERIFF DEVELOPMENT IMPACT FEES.

The County hereby establish segregated Sheriff Development Impact Fee Trust Fund Account. All Sheriff development impact fees collected by the County shall be placed in their respective Trust Fund Account. Each Trust Account shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account subject to the same limitations and restrictions on use and expenditure of funds that are applicable to Sheriff development impact fee funds.

SECTION IX. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.

Sheriff development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Chapter ____, Article ___ of the County Code, solely and exclusively for Sheriff facility system improvements as set forth in the Sheriff development impact fee study and CIP. System improvements generally include the following: buildings that expand the capacity of the Sheriff system.

SECTION X. DEVELOPER RIGHTS.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Chapter _____, Article ____ of the County Code, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Chapter ___, Article ___ of the County Code.

A. Administrative Appeal. The developer/applicant may file an administrative appeal with the County Administrator with respect to a County decision related to the imposition, calculation, collection, processing, or expenditure of a Sheriff development impact fee at any time; provided, however, that such appeal must comply with the provisions and requirements the County impact fee procedure in Chapter ___, Article ____ of the County Code. If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of development fees as calculated by the County.

B. Payment under Protest. The developer/applicant may pay the County-calculated Sheriff development impact fees under protest, pursuant to the County impact fee procedures as set forth in Chapter ___, Article ___ of the County Code. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Chapter ____, Article ____.

C. Mediation. The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County and only to address a disagreement related to the Sheriff development impact fees, as calculated by the County, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this Ordinance, the County impact fee procedures in Chapter ____, Article ____ of the County Code, or other remedies available by law.

SECTION XI. COUNTY REMEDIES.

A. The County pursuant the State Development Impact Fee Act and the County impact fee procedure Chapter ___, Article ___ of the County Code, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this Ordinance, shall have all of the following remedies, which may be exercised individually or collectively, but only in accordance with the impact fee procedures in Chapter __, Article ___ of the County Code;

(1) Interest and Penalties. The County may, in its discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated Sheriff development impact fees due, pursuant to the impact fee procedures in Chapter ____, Article ___ of the County Code.

(2) Withholding Building or Development Permit or Development Approval or Certificate of Occupancy. The County may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the Sheriff development impact fees due.

(3) Lien. The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Chapter ____, Article ___ of the County Code, for failure of the developer/applicant to timely pay the required Sheriff development impact fees in full.

B. The County may pursue any one or all of the remedies described in subsection A of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

SECTION XII. INTERGOVERNMENTAL AGREEMENTS.

Prior to imposition of the Sheriff development impact fee pursuant to this Ordinance, the County shall enter into intergovernmental agreements with the participating municipalities, which intergovernmental agreements shall:

A. Specify the reasonable share of funding of joint system improvements for Sheriff facility system improvements by each governmental unit; and

B. Provide for the collection of the Sheriff development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and

C. Provide for the timely transfer of Sheriff development impact fee funds from the

municipality to the County; and

D. Provide for the timely expenditure of the Sheriff development impact fee funds by the County in accordance with the CIP.

SECTION XIII. TERMINATION OF THE SHERIFF IMPACT FEES.

The Sheriff development impact fees shall terminate upon the completion/conclusion/purchase of all the Sheriff development impact fee-funded facility system improvements as set forth in the CIP unless:

A. The County adopts a CIP for a subsequent time; or

B. The County adopts an updated Sheriff development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECTION XIV. LIBERAL CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed to effectively carry out it purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

SECTION XV. SEVERABILITY.

A. If any section, subsection, sentence, clause, phrase, or portion of these Procedures is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion of these Procedures shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of these Procedures nor impair or nullify the remainder of such Procedures which shall continue in full force and effect.

B. If the application of any provision of these Procedures to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Council is that such decision shall be limited to the specific new development immediately involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify these Procedures as a whole or the application of any provision of these Procedures to any other new development.

SECTION XVI. EFFECTIVE DATE

A. The Ordinance shall become effective on ___, 2021.

B. Applications for new development filed after the effective date as set forth in this section shall be subject to the Sheriff development impact fee.

ADOPTED this __day of _____, 2021

COUNTY COUNCIL OF LANCASTER COUNTY

By:_____
Steve Harper, Chairman

By:_____
Billy Mosteller, Secretary

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

First Reading:	March 22, 2021
Second Reading	April 12, 2021 (tentative)
Third and Final Reading	April 26, 2021 (tentative)
Public Hearing	April 26, 2021 (tentative)

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1725
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Whether to Impose a Parks and Recreation Development Impact Fee.

Points to Consider:
The Parks & Recreation development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Parks & Recreation facility system improvement needs.

The proposed residential parks and recreation development impact fee schedule is as follows:

Development Type	Parks & Recreation
Residential (per housing unit)	
Single Family Detached	$784
Single Family Attached	$666
Multifamily	$557

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are to be considered new development for the imposition of development impact fees.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or Disapprove imposition of a Parks and Recreation Impact Fee

Recommendation:
Not Applicable

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1725 Parks and Recreation Development Impact Fee	3/15/2021	Ordinance

STATE OF SOUTH CAROLINA	**)**	
	)	**ORDINANCE NO. 2021-1725**
COUNTY OF LANCASTER	**)**	

AN ORDINANCE

OF THE COUNTY COUNCIL OF LANCASTER COUNTY, SOUTH CAROLINA ("COUNCIL") ESTABLISHING AND ADOPTING A PARKS & RECREATION DEVELOPMENT IMPACT FEE ("IMPACT FEE") TO BE IMPOSED ON ALL NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY; TO ENSURE THAT PARKS & RECREATION FACILITIES WILL BE AVAILABLE AND ADEQUATE TO ACCOMMODATE THE NEED EXPECTED TO BE GENERATED FROM NEW DEVELOPMENT IN THE GREATER PANHANDLE REGION OF LANCASTER COUNTY BASED ON THE COUNTY'S LEVEL OF SERVICE STANDARDS FOR PARKS & RECREATION FACILITIES AND CAPITAL IMPROVEMENTS PLAN (CIP), AND TO ASSIGN THE COSTS OF SUCH PARKS & RECREATION FACILITIES ON A PROPORTIONATE SHARE BASIS TO NEW DEVELOPMENT.

The County Council finds and determines that:

WHEREAS, Lancaster County ("County") has experienced population growth in the Greater Panhandle area and projections indicate that population growth and development will continue at a reasonable rate into the future; and

WHEREAS, the County has experienced impacts on public facilities resulting from this growth and development; and

WHEREAS, growth and development estimates for the County over the next 10 years indicate there will be a need for additional Parks & Recreation facility system improvements (park land, park improvements, and recreation centers) due to the growth and development; and

WHEREAS, the County has defined a level of service standard for Parks & Recreation facilities (park land, park improvements, and recreation centers); and

WHEREAS, this defined level of service standard and the projected population growth within the Greater Panhandle region results in an identified need for Parks & Recreation facility system improvement needs over the next 10 years as set forth in the capital improvement plan (CIP); and

WHEREAS, the cost of these Parks & Recreation facility system improvement needs as

identified in the CIP is significant and expensive; and

WHEREAS, if property taxes, or bonds (backed only by property taxes) are used to finance the new Parks & Recreation facility system improvements (park land, park improvements, and recreation centers) needed to accommodate the demand generated by new development in the Greater Panhandle region of the County, these taxes would be paid largely by existing residents and businesses that have already paid for much of the Parks & Recreation facility system improvements they utilize; and

WHEREAS, County Council finds that it is fair and equitable for new development in the Greater Panhandle region of the County to fund new Parks & Recreation facility system improvements, in part, through a proportionate share Parks & Recreation development impact fee; and

WHEREAS, County Council finds the Parks & Recreation development impact fee will be imposed uniformly on all similar residential use types; and

WHEREAS, County Council having given consideration to the provision and financing of Parks & Recreation facility system improvements necessary to maintain levels of service, hereby finds and declares that the establishment and adoption of Parks & Recreation development impact fee to imposed on new development is necessary and desired, that the fee is proportionate and the fee is based on a CIP that sets forth the Parks & Recreation facility system improvements needed to maintain levels of service for Parks & Recreation facilities to accommodate new development in the Greater Panhandle region of the County; and

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

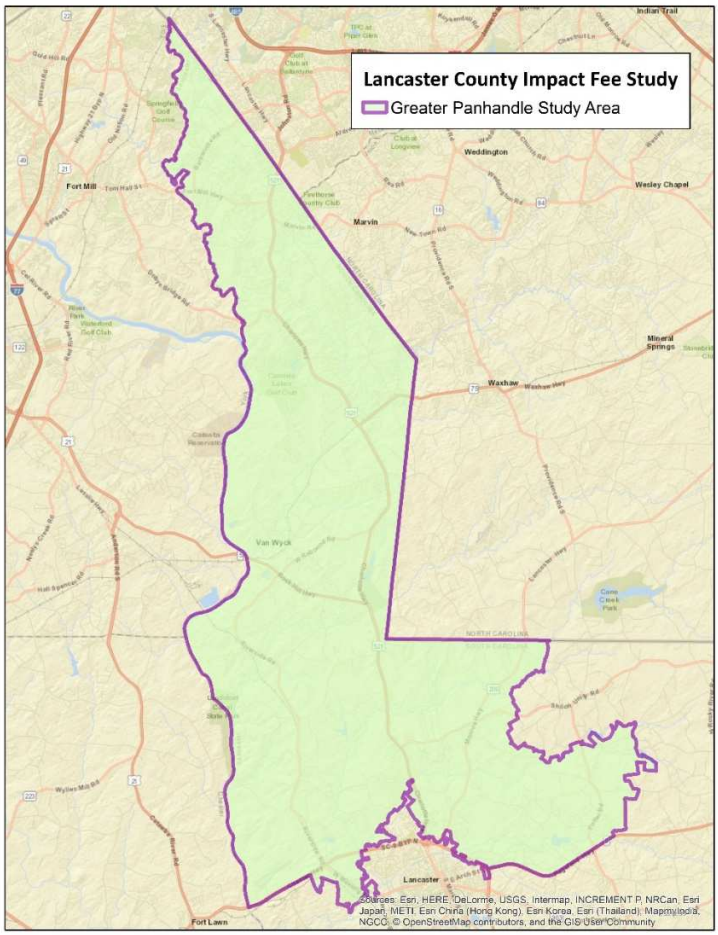
SECTION I. ADOPTION AND IMPOSITION OF PARKS & RECREATION IMPACT FEES.

Pursuant to Ordinance No. 2021-1705 and the impact fee procedures in the Code of Ordinances, Lancaster County, South Carolina ("County Code"), Chapter __, this Parks & Recreation development impact fee shall be adopted and imposed on all new development in the Parks & Recreation Service Area.

SECTION II. ESTABLISHMENT OF SERVICE AREA.

There is one service area for Parks & Recreation development impact fees. The service area includes the entire Greater Panhandle and is known as the "Parks & Recreation Service Area".

A. Map of Parks & Recreation Service Area



SECTION III. INCORPORATION OF SUPPORT STUDY.

The County relies on the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for Parks & Recreation development impact fees, and the capital improvement plan (CIP) for Parks & Recreation facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March ___, 2021 (hereinafter "Parks & Recreation development impact fee study"). The Parks & Recreation development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Parks & Recreation facility system improvement needs.

SECTION IV. IMPOSITION OF PARKS & RECREATION IMPACT FEES.

A. The Parks & Recreation development impact fee shall be imposed on all new development in the Parks & Recreation Service Area, unless the development is exempted, or an exception or waiver is granted pursuant to the Code of Ordinances, Lancaster County, South Carolina ("County Code"), Chapter __, Article ____ The Parks & Recreation development impact fee shall be paid prior to issuance of a building permit, or if a building permit is not required, prior to construction of the dwelling unit,

or prior to issuance of a development permit for the dwelling unit, as appropriate.

SECTION V. PARKS & RECREATION DEVELOPMENT IMPACT FEE SCHEDULE.

A. Pursuant to this Ordinance and in accordance with the impact fee procedures in Chapter ___ of the County Code, the State Development Impact Fee Act, and the Parks & Recreation development impact fee study and CIP, Parks & Recreation impact development fees shall be imposed in the Parks & Recreation Service Area.

B. The following general procedure shall be followed upon receipt of an application for a building permit for new development:

(1) For residential development, identify the type of housing development and number of dwelling units, and then calculate the fee based on the Residential Parks & Recreation Development Impact Fee Schedule;

i. Residential Parks & Recreation Development Impact Fee Schedule

Development Type	Parks & Recreation
Residential (per housing unit)	
Single Family Detached	$784
Single Family Attached	$666
Multifamily	$557

Development Impact Fee Schedule Annual Update. The development impact fees shall be adjusted annually to reflect the effects of inflation on the costs for facilities set forth in the Development Impact Fee Study and CIP dated _____, 2021. The fee schedule shall be adjusted using the Construction Cost Index calculated by the Engineering New Record (ENR). For each such adjustment, the development impact fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The impact fee schedule annual adjustment update will become effective on July 1st of each year. If July 1st falls on a weekend or county holiday, the fee adjustment will become effective on the next business day thereafter.

SECTION VI. INDIVIDUAL ASSESSMENT OF DEVELOPMENT IMPACT.

A. In-lieu of calculating the Parks & Recreation development impact fees by reference to the fee schedule, a feepayer may request that the amount of the required Parks & Recreation development impact fees be determined by reference to an Individual Assessment of Development Impact for the proposed development.

B. If a feepayer requests the use of an Individual Assessment of Development Impact, the feepayer shall be responsible for retaining a qualified professional to prepare the Individual Assessment of Development Impact that complies with the requirements of this section, at the feepayer's expense.

C. Each Individual Assessment of Development Impact shall be based on the level of

service standard and the same system improvement costs for Parks & Recreation facility system improvements used in the Parks & Recreation development impact fee study and CIP, shall use the formula for calculating the development impact fee used in the Parks & Recreation development impact fee study and CIP, and shall document the relevant methodologies and assumptions used (no adjustments in the assumption of credits shall be made). The burden shall be on the feepayer requesting the Individual Assessment of Development Impact to demonstrate by competent evidence that the data and assumptions used in the Parks & Recreation development impact fee study and CIP and reflected in the Parks & Recreation Development Impact Fee Schedule, is less accurate than the results of the Individual Assessment of Development Impact.

D. Each Individual Assessment of Development Impact shall be submitted to the Director or a designee, and may be accepted, rejected, or accepted with modifications by the Director or a designee as the basis for calculating Parks & Recreation development impact fees. If an Individual Assessment of Development Impact is accepted or accepted with modifications by the Director or a designee as a more accurate measure of the demand for Parks & Recreation facility system improvements created by the proposed new development than the applicable fees in the Parks & Recreation Development Impact Fee Schedule, then the development impact fees due under this Ordinance shall be calculated according to such assessment.

SECTION VII. CREDITS

A. Any developer/feepayer obligated pay a Parks & Recreation development impact fee under this section may apply for credit against Parks & Recreation development impact fees otherwise due, up to but not to exceed the full obligation for the fees proposed to be paid pursuant to the provisions of this Ordinance for any contribution or construction for Parks & Recreation facility system improvements that are accepted by the County Council for Parks & Recreation facility systems improvements identified in the CIP.

B. Valuation of Credits

(1) Credit for land dedication for Parks & Recreation facility system improvements, at the feepayer' s option, shall be valued at either (a) 100 percent of the most recent assessed value for such land as shown in the records of the County Assessor, or (b) the fair market value of the land established by a private appraiser acceptable to the County Council in an appraisal paid for by the feepayer.

(2) Credit for construction of a Parks & Recreation facility buildings shall be valued by the County Council based on construction costs estimates submitted by the feepayer. The County Council shall determine the amount of credit due based on the information submitted, or, if it determines the information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the County Council.

(3) Credit for contributions for Parks & Recreation facility system improvements shall be based on the value of the contribution at the time it is made by the feepayer.

C. When Credits Become Effective

(1) Credits for land dedication for Parks & Recreation facility system improvements shall become effective after the credit is approved by County Council pursuant to this

section, and a Credit Agreement/Development Agreement is entered into, and (a) the land has been conveyed to the County in a form established by the County at no cost to the County, and (b) the dedication of land has been accepted by the County.

(2) Credits for construction of Parks & Recreation facility buildings shall become effective after the credit is approved by County Council pursuant to this section, (a) a Credit Agreement/Development Agreement is entered into, (b) a suitable maintenance and warranty bond has been received and approved by the County Council, and (c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable County requirements.

(3) Credits for contributions shall become effective after the contribution is approved by the County Council pursuant to this section, and the contribution is provided to and accepted by the County Council.

(4) Credits for dedication of land, construction, or contributions for Parks & Recreation facility system improvements shall be transferable within the same development for Parks & Recreation development impact fee purposes, but shall not be transferable outside the development or used as credit against fees for other public facilities. Credit may be transferred pursuant to these terms and conditions by any written instrument that clearly identifies which credits issued under this section are to be transferred. The instrument shall be signed by both the transferor and transferee, and the document shall be delivered to the County Council for registration.

(5) The total amount of the credit shall not exceed the amount of the Parks & Recreation development impact fees due and payable for the project.

(6) If the offer for credit is approved, a Credit Agreement/Development Agreement shall be prepared and signed by the applicant and the County Council. The Credit Agreement/Development Agreement shall specifically outline the contribution or construction of buildings for Parks & Recreation facility system improvements, the time by which they shall be completed or dedicated, and any extensions thereof, and the value (in dollars) of the credit against the Parks & Recreation development impact fees the feepayer shall receive for the contribution or construction of Parks & Recreation buildings.

(7) The County Council may enter into a Capital Contribution Front-Ending Agreement with any developer/feepayer who proposes to construct Parks & Recreation facility system improvements in the CIP, to the extent the fair market value of the construction of those Parks & Recreation facility system improvements exceed the obligation to pay Parks & Recreation development impact fees for which a credit is provided pursuant to this section. The Capital Contribution Front-Ending Agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the Parks & Recreation facility system improvements constructed.

SECTION VIII. TRUST FUND FOR PARKS & RECREATION DEVELOPMENT IMPACT FEES.

The County hereby establish segregated Parks & Recreation Development Impact Fee Trust Fund Account. All Parks & Recreation development impact fees collected by the County shall be placed in their respective Trust Fund Account. Each Trust Account shall be an interest-bearing account and all interest earned and accruing to the account shall become funds of the account subject to the same limitations and restrictions on use and expenditure

of funds that are applicable to Parks & Recreation development impact fee funds.

SECTION IX. EXPENDITURE OF FEES FOR SYSTEM IMPROVEMENTS.

Parks & Recreation development impact fee funds shall be used by the County in accordance with the development impact fee procedures in Chapter __, Article __of the County Code, solely and exclusively for Parks & Recreation facility system improvements as set forth in the Parks & Recreation development impact fee study and CIP. System improvements generally include the following: buildings that expand the capacity of the Parks & Recreation system.

SECTION X. DEVELOPER RIGHTS.

The developer, pursuant to the State Development Impact Fee Act and the county impact fee procedures in Chapter __, Article ____ of the County Code, shall have the following rights, any or all of which may be exercised only in accordance with the impact fee procedures in Chapter __, Article ___ of the County Code.

A. Administrative Appeal. The developer/applicant may file an administrative appeal with the County Administrator with respect to a County decision related to the imposition, calculation, collection, processing, or expenditure of a Parks & Recreation development impact fee at any time; provided, however, that such appeal must comply with the provisions and requirements the County impact fee procedure in Chapter __, Article ____ of the County Code. If the appeal follows payment of the development impact fee, it must be made within 30 days of the date of fee payment. The filing of an appeal will immediately halt the impact fee process, unless the developer/applicant posts a bond or submits an irrevocable letter of credit for the full amount of development fees as calculated by the County.

B. Payment under Protest. The developer/applicant may pay the County-calculated Parks & Recreation development impact fees under protest, pursuant to the County impact fee procedures as set forth in Chapter __, Article ____ the County Code. Payment under protest does not preclude the developer/applicant from filing an administrative appeal, from requesting a refund, or from posting a bond or submitting an irrevocable letter of credit for the amount of the development impact fee due, all as set forth in the impact fee procedures as set forth in Chapter __, Article ____.

C. Mediation. The developer/applicant may request mediation by a qualified independent party, but only upon voluntary agreement by both the developer/applicant (feepayer) as well as the County and only to address a disagreement related to the Parks & Recreation development impact fees, as calculated by the County, for the proposed development. Neither request for, nor participation in, mediation shall preclude the developer/applicant (feepayer) from pursuing other developer rights and/or remedies, as set forth in this Ordinance, the County impact fee procedures in Chapter __, Article ____ of the County Code, or other remedies available by law.

SECTION XI. COUNTY REMEDIES.

A. The County pursuant the State Development Impact Fee Act and the County impact fee procedure Chapter __, Article ____ of the County Code, to the extent authorized pursuant to the intergovernmental agreements entered into with the County pursuant to this Ordinance, shall have all of the following remedies, which may be exercised

individually or collectively, but only in accordance with the impact fee procedures in Chapter____, Article___ of the County Code;

(1) Interest and Penalties. The County may, in its discretion, add reasonable interest and penalties for nonpayment or late payment to the amount of the calculated Parks & Recreation development impact fees due, pursuant to the impact fee procedures in Chapter __, Article ___ of the County Code.

(2) Withholding Building or Development Permit or Development Approval or Certificate of Occupancy. The County may withhold a certificate of occupancy, a building or development permit, or development approval, as may be applicable, until full and complete payment has been made by the developer/applicant of the Parks & Recreation development impact fees due.

(3) Lien. The County may impose a lien on the developer's property, pursuant to the impact fee procedures in Chapter __, Article ____ of the County Code, for failure of the developer/applicant to timely pay the required Parks & Recreation development impact fees in full.

B. The County may pursue any one or all of the remedies described in subsection A of this section, at its discretion. The failure to pursue any remedy or remedies, at any time, shall not be deemed to be a waiver of County rights to pursue any remedy or remedies at such other time as may be deemed appropriate.

SECTION XII. INTERGOVERNMENTAL AGREEMENTS.

Prior to imposition of the Parks & Recreation development impact fee pursuant to this Ordinance, the County shall enter into intergovernmental agreements with the participating municipalities, which intergovernmental agreements shall:

A. Specify the reasonable share of funding of joint system improvements for Parks & Recreation facility system improvements by each governmental unit; and

B. Provide for the collection of the Parks & Recreation development impact fee by the municipality within its corporate limits and by the County within the unincorporated County; and

C. Provide for the timely transfer of Parks & Recreation development impact fee funds from the municipality to the County; and

D. Provide for the timely expenditure of the Parks & Recreation development impact fee funds by the County in accordance with the CIP.

SECTION XIII. TERMINATION OF THE PARKS & RECREATION IMPACT FEES.

The Parks & Recreation development impact fees shall terminate upon the completion/conclusion/purchase of all the Parks & Recreation development impact fee-funded facility system improvements as set forth in the CIP unless:

A. The County adopts a CIP for a subsequent time; or

B. The County adopts an updated Parks & Recreation development impact fee pursuant to the substantive and procedural requirements of the State Development Impact Fee Act.

SECTION XIV. LIBERAL CONSTRUCTION.

The provisions of this Ordinance shall be liberally construed to effectively carry out it purposes in the interest of furthering, promoting, and protecting the public health, safety, and welfare.

SECTION XV. CONFLICT

To the extent of any conflict between other County ordinances and these Procedures, these Procedures shall be deemed to be controlling; provided, however, that these Procedures are not intended to amend or repeal any existing County ordinance, resolution, or regulation.

SECTION XVI. SEVERABILITY.

A. If any section, subsection, sentence, clause, phrase, or portion of these Procedures is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase, or portion of these Procedures shall be deemed to be a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions of these Procedures nor impair or nullify the remainder of such Procedures which shall continue in full force and effect.

B. If the application of any provision of these Procedures to any new development is declared to be invalid by a decision of any court of competent jurisdiction, the intent of the County Council is that such decision shall be limited to the specific new development immediately involved in the controversy, action, or proceeding in which such decision of invalidity was rendered. Such decision shall not affect, impair, or nullify these Procedures as a whole or the application of any provision of these Procedures to any other new development.

SECTION XVII. EFFECTIVE DATE

A. The Ordinance shall become effective on _____, 2021.

B. Applications for new development filed after the effective date as set forth in this section shall be subject to the Parks & Recreation development impact fee.

ADOPTED this __day of _____, 2021

COUNTY COUNCIL OF LANCASTER COUNTY

By:_____
Steve Harper, Chairman

By:_____
Billy Mosteller, Secretary

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose, III, County Attorney

First Reading:	March 22, 2021
Second Reading	April 12, 2021 (tentative)
Third and Final Reading	April 26, 2021 (tentative)
Public Hearing	April 26, 2021 (tentative)

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1727
Contact Person / Sponsor: Steve Willis/Administration and Jeff Catoe/Public Services and Darren Player/Fire-Emergency Services
Department: Attorney
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Possible Adoption of a pilot program to allow for Traffic Calming in Lancaster County.

Points to Consider:
This would be a pilot program for FY 21-22 to see how it works. It will be evaluated later for permanent adoption by Council as a codified program and process.

The use of any traffic calming device is subject to approval by the Fire Authority Having Jurisdiction per the International Fire Code. This pilot program has the approval of the Fire Commission.

Funding and Liability Factors:
Pilot program cost would be $13,500 which would be included in Jeff Catoe's budget request. This would allow for an analysis of three locations in the FY 21-22. This allows Public Services staff to have control over the analysis component of the program.

All further costs would be borne by the Home Owner's Association or similar group seeking traffic calming. This would include ongoing maintenance.

Council Options:
Approve or Disapprove the Pilot Traffic Calming Program.

Recommendation:
Approve the program.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1727	3/15/2021	Ordinance
Traffic Calming Manual	2/14/2021	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1727

AN ORDINANCE

TO ADOPT THE LANCASTER COUNTY SOUTH CAROLINA PILOT TRAFFIC CALMING PROGRAM GUIDEBOOK, DATED DECEMBER 2020.

WHEREAS, Section 503.4.1 of the International Fire Code states, "Traffic calming devices shall be prohibited unless approved by the fire code official."; and

WHEREAS, residents in several communities have requested the installation of traffic calming devices within their community; and

WHEREAS, The Lancaster County Fire Commission and Lancaster County Fire Marshal have approved a Pilot Traffic Calming Program drafted in conjunction with the Lancaster County Public Services Division; and

WHEREAS, the Pilot Traffic Calming Program Guidebook was presented to County Council at their Committee of the Whole meeting on March 9, 2021; and

WHEREAS, County staff recommend that the affected community bear all expenses related to the design, installation, and maintenance of traffic calming devices; and

WHEREAS, County staff recommend that Lancaster County retain control over the engineering analysis to determine if such devices are warranted in locations where requested; and

WHEREAS, the County Administrator's Proposed Budget will include funding for the Public Services Director to engage suitable engineering consultants to conduct approximately five (5) such studies per fiscal year.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Approval and Adoption of the Pilot Traffic Calming Guidebook.

County Council approves and adopts the Lancaster County South Carolina Pilot Traffic Calming Program Guidebook dated December 2020 (attached hereto as "Exhibit A"), as the sole procedure and mechanism for the installation of traffic calming devices in Lancaster County.

Section 2. Authority to act.

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

Section 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, resolutions or orders, the provisions contained in this ordinance, only to the extent of the conflict, supersede all other provisions and this ordinance is controlling.

Section 5. Effective date.

This ordinance is effective upon third reading.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Steve Harper, Chairman
Lancaster County Council

By:_____
Billy Mosteller, Secretary
Lancaster County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	March 22, 2021
Public Hearing:	April 12, 2021
Second Reading:	April 12, 2021
Third Reading:	April 26, 2021

Approved as to form:

_____
John K. DuBose, III, County Attorney

LANCASTER COUNTY
South Carolina

Pilot Traffic Calming Program Guidebook

December 2020

INTRODUCTION

Lancaster County's vision is 'to be a great place to live, work, worship, play, and raise a family'. The County's pilot Traffic Calming Program works towards this vision by supporting safe, livable streets through the implementation of engineering measures.

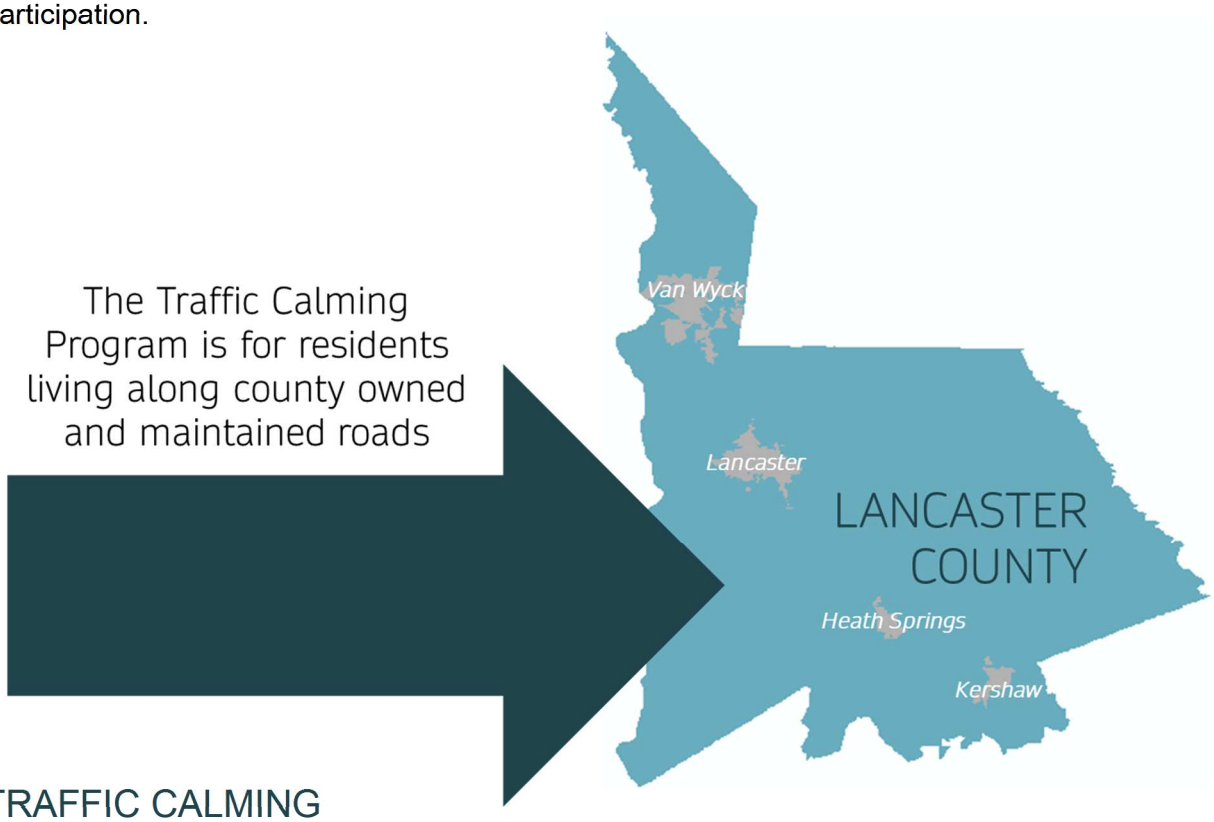
Traffic Calming:

"The combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users".

- *Institute of Transportation Engineers (ITE)*

The Traffic Calming Program is designed to assist residents in identifying, prioritizing, and mitigating the negative impacts of vehicular traffic on residential streets. While the County's public streets meet engineering standards for safe operation in general, increased traffic volumes, the lack of pedestrian and/or bicycle accommodations, and irresponsible driver behaviors deteriorate the safety and comfortability of residential streets. For this reason, Lancaster County offers this program for residents living on County owned and maintained streets to actively participate in creating safer and more livable streets through collaborative decision-making regarding the use of engineering measures.

This guidebook is intended to be the primary resource for residents interested in participating in the program. It describes roadway eligibility, the step-by-step application and qualification process, traffic calming devices available for construction, as well as requirements for participation.



TRAFFIC CALMING PROGRAM

Achieving safe and livable residential streets is challenging and is often approached using a holistic ‘3 E’ approach – engineering, enforcement, and education. This program uses engineering measures to directly support this goal. Indirectly, traffic calming devices provide a degree of education for vehicular drivers in terms of reminding motorists of the importance of slow speeds on residentials streets. In addition, devices support a roadway’s self-enforcement of the speed limit.

A few of the most common goals for traffic calming projects, include:

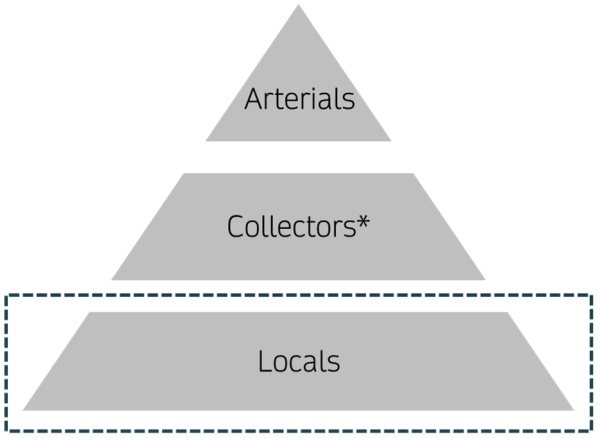
- reducing traffic speeds;
- minimizing the negative impacts of ‘cut-through’ traffic; and
- increasing the safety and comfort of residential streets, regardless if walking or bicycling infrastructure exists.

Traffic calming at its core is about trade-off decision-making. Striking a balance between an efficient transportation system and livable, safe, and comfortable environments is the true challenge. Therefore, a collaborative process that includes resident input and buy-in is as much a critical component to success as the engineering analysis and design. A flow chart providing a general overview of the Lancaster County Traffic Program can be found in Appendix I.



TRAFFIC CALMING REQUEST PROCESS

Step 1: Determine eligibility.



**Eligibility determined on a case-by-case basis*

Roadways eligible for study under the program include County-owned streets that are functionally classified as local streets. Residential collector roadways may be eligible on a case-by-case as determined by engineers depending upon the land use context and role the roadway plays in the overall network. Collectors are intended to act as through routes connecting higher volumes of traffic to higher order roadways (arterials and interstates), so they, therefore, require additional consideration when evaluating the potential application of devices. These road types must carry less than 3,000 vehicles per day to qualify for this case-by-case consideration.

It should be noted that in some instances, 'local' roadways may not qualify for traffic calming measures based upon geometric characteristics and/or the roadways role in the greater network.

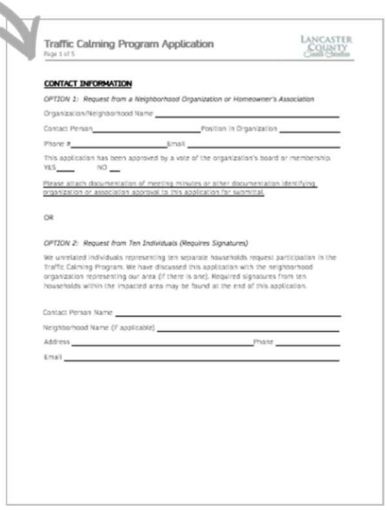
Up to three roadways may be submitted for evaluation per applicant group, neighborhood association, subdivision, or homeowners' association.

ELIGIBILITY

To qualify, roads (or a segment) must:

- be a two-lane residential street that is County-owned;
- be functionally classified as a 'local' or 'collector'
- have a posted speed limit of 30 mph or below;
- not be a designated truck or transit bus route, barring any unusual circumstances or needs;
- have a grade less than 8%;
- be over 600' long (between intersections); and
- be 80% built out if within a subdivision (if applicable).

Step 2: Fill out a traffic calming program application.


Traffic Calming Program Application

CONTACT INFORMATION

OPTION 1: Request from a Neighborhood Organization or Homeowner's Association

Organization/Neighborhood Name _____

Contact Person _____ Position in Organization _____

Phone # _____ Email _____

This application has been approved by a vote of the organization's board or membership.
YES ___ NO ___

Please attach documentation of meeting minutes or other documentation identifying organization or association's approval to this application for submittal.

OR

OPTION 2: Request from Ten Individuals (Requires Signatures)

We undersigned individuals representing ten separate households request participation in the Traffic Calming Program. We have discussed this application with the neighborhood organization representing our area (if there is one). Required signatures from ten households within the impacted area may be found at the end of this application.

Contact Person Name _____

Neighborhood Name (if applicable) _____

Address _____ Phone _____

Email _____

Once the roadways of interest have been determined to be eligible for study, the resident(s) is to complete the Traffic Calming Program application. <u>This application, provided in Appendix II, must be completed in its entirety, including the necessary supportive information and required signatures.</u>

The purpose of this task is to document the identified issue as well demonstrate support for traffic calming measures from those potentially impacted. The signatures of support must be gathered from 10 individuals occupying separate residences along the study roadway. If a request is submitted by a neighborhood association or homeowner's association, then documented Board approval may be included in lieu of the 10 signatures.

Step 3: Submit the completed traffic calming program application, electronically or by mail, to Lancaster County during one of the application windows.

Completed applications may be submitted the following ways:

- By Email: JCatoe@lancastersc.net
- By Fax: (877) 636-5287
- By Mail to:

  Lancaster County Government
  Attn: Traffic Calming Program
  PO Box 1809
  1980 Pageland Hwy
  Lancaster, SC 29720

There are two open time periods in 2021 for submitting completed applications. These dates include:

- Monday, February 1st – Monday, March 1st
- Monday, August 2nd – Wednesday, September 1st

Step 4: County staff will review request and collect initial speed and volume data.

County staff will review submitted forms following the closure of the two application windows. Applicant roadways will be determined to be either eligible or ineligible for further study based upon their functional classification, as described in Step 1.

Roadways that do qualify will be scheduled for data collection and evaluation in the field, which will include:

- Speed and volume traffic data collected over the course a week[1]
- Roadway characteristics, such as pavement width, presence of on-street parking, and potential existing deficiencies (such as line of sight limitations or missing signage)
- Roadway user behaviors, including non-motorized users
- Geometric and/or stormwater concerns associated with the construction of traffic calming devices

Scheduling of this field visit will be dependent upon the number of requests received as well as unforeseen conditions warranting a delay in the collection, such as inclement weather.

To be eligible for the next step, the roadway must carry more than 250 vehicles per day and experience an 85th percentile speed[2] that is 10 mph or greater above the posted speed limit, as determined by the speed and volume data collection.

Step 5: For roadways meeting the basic thresholds (stated above), County staff will score study roadways using local characteristics and nearby destinations for purposes of creating a prioritized list of qualifying roadways for each application window.

Roadways meeting the basic speed and volume thresholds for consideration in the program will be scored using the methodology shown in the table below. A quarter-mile buffer of the study roadway will be used to identify

Left blank intentionally

Categories	Maximum Points	Scoring Breakdown
Roadway Safety - Crash Rate over Past 5 Years (of those reported to the Police)	40 points	Data is normalized by the highest collected data point in each category, which allows for
Traffic Speed	30 points	

[1] Data is collected to reflect the most common traffic conditions for the corridor. This includes collection during a week when schools are in session and no major events are expected to occur (special events, major construction, weather, etc.) that might alter typical travel behaviors.
[2] 85th percentile speeds are used by traffic engineers to evaluate speed conditions of a roadway. Ideally, the 85th percentile speed should match the posted speed limit, meaning that 85% of the vehicles are going the speed limit or below.

- Highest Directional 85th Percentile Speed based upon 72-Hour Average		a scaled distribution of points based on local conditions.
Active Transportation - Percent of Study Roadway with No Sidewalk - Existing or Planned Bikeways - Existing or Planned Greenways	15 points	
Neighborhood Destinations - # of Schools and Colleges - # of Community Centers - # of Libraries - # of Public Housing Complex	15 points	

Each individual roadway will be scored using this methodology and ranked against other requested roadways. For the purposes of this one-year Pilot Program, the top four (4) roadways will be selected for inclusion in the program following each application window.

Step 6: County staff will work with applicants to develop a draft and final traffic calming plan.

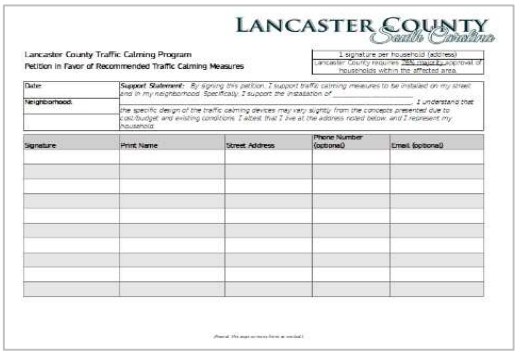
Based on information provided in the application and discussions with the applicants, engineering staff will identify a draft proposed set of countermeasures for the roadway. The applicants will convene an informal neighborhood meeting (within two months after notice of selection) including all potentially impacted residents for purposes of discussing the draft concept. County staff or their representative will be available to attend this meeting if needed. Feedback should be gathered and appropriately addressed by the applicants.

Staff will develop a final design concept, accordingly. This concept is subject to approval by impacted departments, including, but not limited to, the Lancaster County Public Works Department, Fire Department, and Sheriff's Office

Step 7: Applicants to conduct petition for impacted area/neighborhood approval.



Upon receiving the final design concept from staff and petition materials, applicants will have three (3) months to acquire the required signatures of impacted residents. This timeline may be extended for larger impact zones/neighborhoods. Each impacted residence[3] must provide a signature indicating their support or lack thereof for the proposed traffic calming measures. An approval rating of at least 75% must be obtained from those impacted for the measures to be constructed, as shown below. Households directly adjacent to the devices must provide 100% approval as they are theoretically the most impacted.


LANCASTER COUNTY South Carolina

Lancaster County Traffic Calming Program

Petition in Favor of Recommended Traffic Calming Measures

1 signature per household (address)

Lancaster County requires 75% majority approval of households within the affected area

Date:

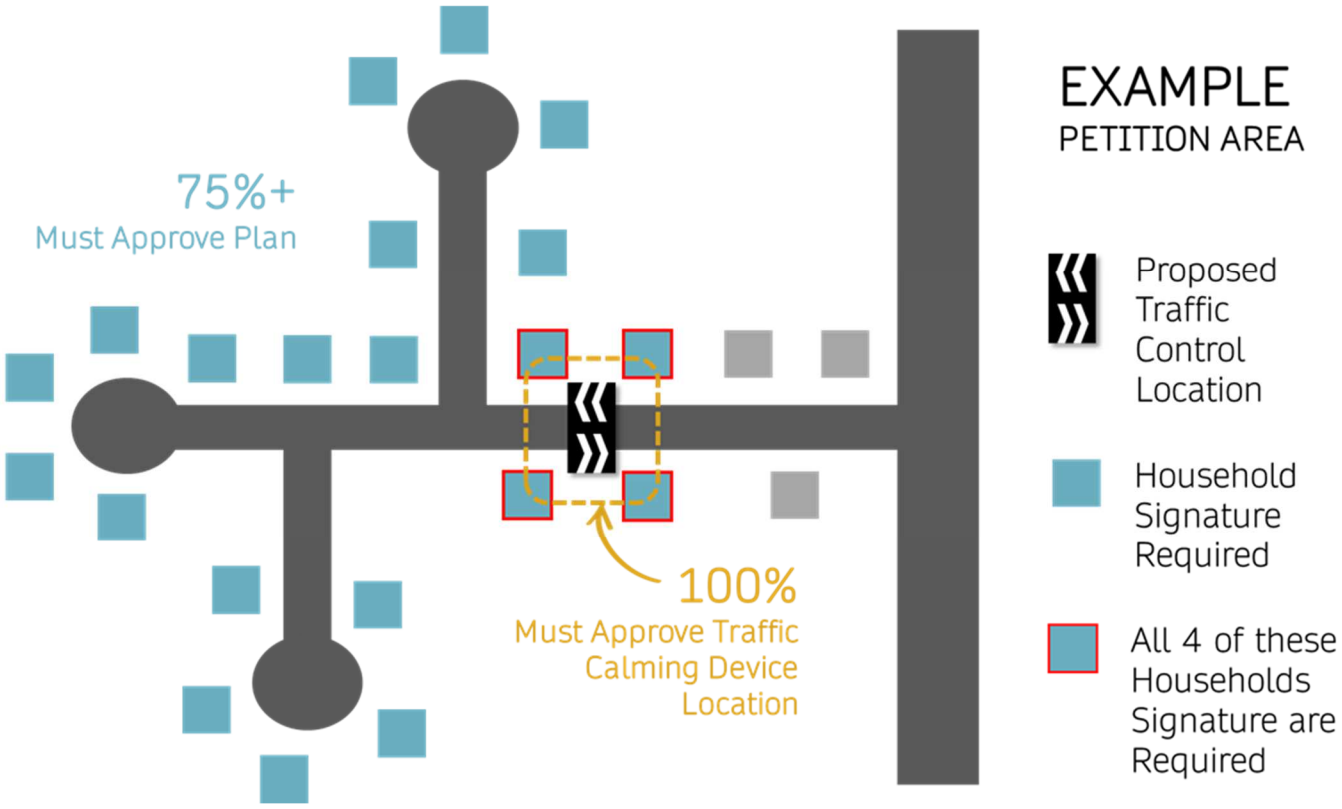
Neighborhood:

Support Statement: By signing this petition, I support traffic calming measures to be installed on my street and in my neighborhood. Specifically, I support the installation of _____. I understand that the specific design of the traffic calming devices may vary slightly from the concepts presented due to cost/budget and existing conditions. I attest that I live at the address noted below and I represent my household.

Signature	Print Name	Street Address	Phone Number (optional)	Email (optional)

For single-family households (rental or owned), one signature is required from an occupant of the residence. For multiplexes, a signature is required from an occupant in each unit. For apartment complexes and condominiums, an additional signature from the property manager is required.

Step 8: Following a majority approval (75% or greater) by impacted residences, the construction phase begins.



Upon receiving the completed petition packet from the applicants, engineering staff will develop final design plans as well as a construction schedule for the implementation of the traffic

[3] Impacted households are considered to be those that have no other (reasonable) route choice, other than the route with the calming devices.

calming measures. This schedule is dependent upon, but not limited to, contractor schedules, weather, and other planned right-of-way improvements.

Applicant neighborhoods are required to cover 100% of the material costs. Costs associated with the engineering and construction of the devices will be covered by the County.

Once all paperwork and design have been completed, the County and neighborhood will coordinate the payment for the Traffic Calming work. Payment must be made prior to the County issuing bids to construct the calming devices. Construction bids require public advertisement and acceptance prior to award to the selected contractor. Once the project is awarded, the County will be subject to the contractor's availability and scheduling of the construction

.

Step 9: Evaluation.

After three months of the traffic calming device(s) being in place, a follow-up evaluation will be conducted by the County to evaluate 'after' conditions. This will include a speed and volume collection like the one described in Step 4. Results will be reported to the impacted area/neighborhood as well as to County officials.

Maintenance

Materials used for traffic calming devices deteriorate over time. For example: The drill-down speed cushions are made of a hard rubber; however, wear and tear eventually impact their structural integrity. If bolts become exposed and pose a risk to vehicles and other roadway users, the device(s) will be removed at the discretion of the County unless the impacted area/neighborhood agrees to address maintenance concerns and/or reinstall new cushion devices at the same location.

Removal

Barring extreme circumstances, traffic calming devices are to remain in place for a period of at least one year. Should the impacted area/neighborhood desire for the device(s) to be removed following this time period, 100% of the costs associated with their removal will be covered by the impacted area/neighborhood. The same procedures for installing the measures apply for their removal (i.e., 75% approval or greater through a petition process).

TRAFFIC CALMING TOOLBOX

Traffic calming devices available as part of this program, include:

- Speed cushions;
- Speed humps;
- Speed tables and raised crosswalks; and
- Raised intersections.

These devices are described in this section, including a general description, the trade-offs (pro's and con's) regarding their usage, as well as general cost estimations. Actual project costs will vary based on regional market prices for materials. While engineers will assist residents in the identification of appropriate traffic calming devices and their locations, the following general guidelines apply:

Cost Estimation:

$3,000-$4,000 for a Set of Two Speed Cushions

(Depending on road width, additional cushions may be required)

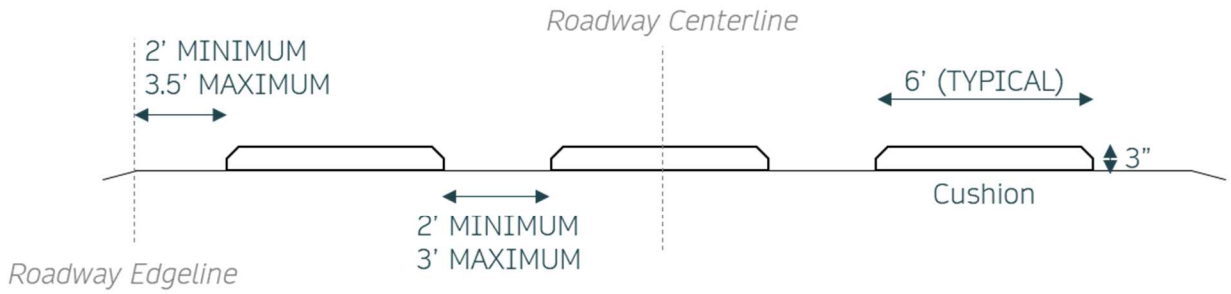
- Appropriate spacing between devices is based on several factors; however, in general, devices should be spaced approximately 500' apart to maximize benefits. A distance of 250' between devices is considered to be the minimum, while 700' is considered to be the maximum distance.
- Devices should be placed 30' (15' minimum) from the nearest private driveway and not within 5' of a mailbox.
- Devices should be placed 300' (minimum) from controlled intersections (stop sign, traffic signal, roundabout, etc.), and 100' (minimum) from uncontrolled cross-streets (i.e., alleys).
- Placement of devices must include required advance warning signage.
- Devices may not be placed on manholes, stormwater grates, or other irregularities in the roadway.
- Devices must be placed in locations that have adequate visibility (i.e., drivers have time to adequately brake).

Deviations from these guidelines may be warranted by a roadway's unique site conditions, which must be approved by staff engineers.

Speed Cushions

Speed cushions consist of an elevation on the roadway often created by the installation of a prefabricated rubberized mound with cutouts to allow emergency and other wide-axel vehicles to drive through unimpeded. Speed cushions, which are usually 3 inches high, aim at reducing the speeds of motorized vehicles. The 3-inch height can be modified to achieve different desired vehicular operating speeds.

Pros:



Speed Cushion Cross-Section
Street Width 26' – 33'

- Drill-down devices are easy to install and remove
- Decreases average speeds
- May reduce volume
- Gaps between devices allow for emergency vehicles to straddle the cushions without being impeded by them
- Can be temporarily installed, which allows for easy removal or placement adjustments
- Can be constructed out of asphalt at a lower cost

Cons:

- May impact stormwater drainage
- Speeds may increase between speed cushions
- High speeders may still exist
- Drivers may avoid them by driving in yards if physical barriers, such as a ditch, vegetation, or road sign, are not present
- Must consider traffic diversions to adjacent streets
- Can be jarring to some drivers
- Requires long-term maintenance





Speed Humps

Speed humps consist of an elongated elevation on the roadway created by the installation of a mound typically constructed out of asphalt. Similar to speed cushions, speed humps are usually 3 inches high and their heights can be modified to achieve different desired vehicular driving speeds. Different from speed cushions, speed humps do not have cutouts along their elevated surface.

Cost Estimation:

$2,000-$4,000 per Speed Hump

(Asphalt); $25,000-$40,000 (Concrete)

Pros:

- May reduce volume
- Smoother on large vehicles (such as fire trucks) than speed cushions

Cons:

- More permanent installation as compared to speed cushions
- May impact stormwater drainage
- Must be reinstalled/raised when roadway is repaved
- Can be jarring to some drivers
- Can be more difficult to see at night if pavement markings fade and/or not placed under a streetlight



Speed Tables and Raised Crosswalks

Speed tables are essentially flat-topped speed humps that are typically long enough for the entire wheelbase of a passenger vehicle to sit on the flat section. These typically have a higher design speed as opposed to speed humps. Crosswalks added to the flat-topped section are known as 'raised crosswalks'.

Cost Estimation:

$15,000-$60,000 per Raised Intersection

Pros:

- Smoother on large vehicles (such as fire trucks) than speed cushions
- Reduce speeds, although not to the extent of speed humps (depending upon table height)
- May reduce volume
- Provides slowing at pedestrian crossing location

Cons:

- Raised crosswalk must connect two ADA-compliant sidewalk ramps
- Slightly impacts emergency response times
- More expensive than speed humps, especially if brick or other material is used for flat top section
- May impact stormwater drainage





Raised Intersections

Raised intersections are essentially speed tables covering an entire intersection making them a more pedestrian friendly zone. Ramps lead up to the raised area on all approaches, which

typically has a maximum height of either 3” or 6” above the roadway surface. Existing traffic control at the intersection is typically maintained.

If crosswalks exist, these may or may not be included on the raised area. If incorporated, the intersection is typically raised to the level of the sidewalk to provide a seamless transition from crosswalk to street.

Pros:

- Smoother on large vehicles (such as fire trucks) than speed cushions
- Reduction in speeds
- May reduce volume
- Provides slowing at pedestrian crossing locations
- Encourages slower speeds at high volume intersections

Cons:

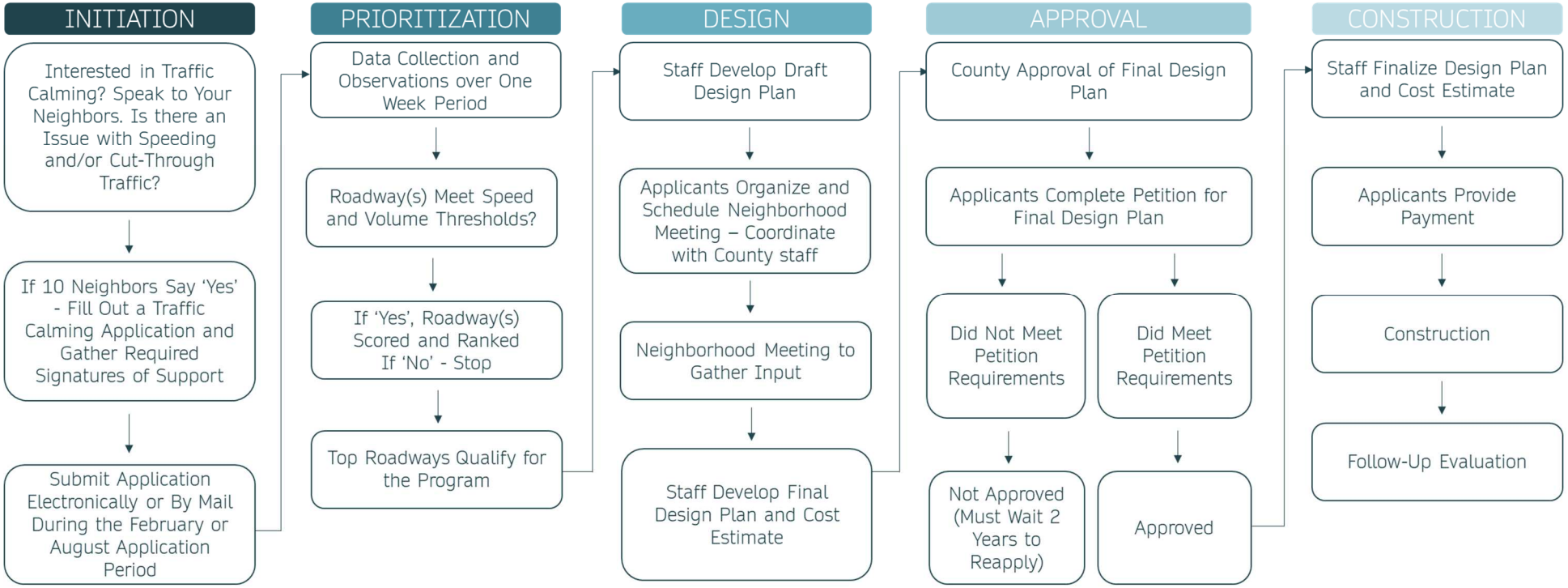
- More costly as compared to speed cushions and humps, especially if brick or other material is used for flat top section
- Slightly impacts emergency response times
- Likely impacts stormwater drainage and, sometimes, requires
- May cause damage to vehicles that do not slow down

APPENDIX I – Flow Chart








INITIATION
Interested in Traffic Calming? Speak to Your Neighbors. Is there an Issue with Speeding and/or Cut-Through Traffic?
If 10 Neighbors Say 'Yes' - Fill Out a Traffic Calming Application and Gather Required Signatures of Support
Submit Application Electronically or By Mail During the February or August Application Period
PRIORITIZATION
Data Collection and Observations over One Week Period
Roadway(s) Meet Speed and Volume Thresholds?
If 'Yes', Roadway(s) Scored and Ranked If 'No' - Stop
Top Roadways Qualify for the Program
DESIGN
Staff Develop Draft Design Plan
Applicants Organize and Schedule Neighborhood Meeting – Coordinate with County staff
Neighborhood Meeting to Gather Input
Staff Develop Final Design Plan and Cost Estimate
APPROVAL
County Approval of Final Design Plan
Applicants Complete Petition for Final Design Plan
Did Not Meet Petition Requirements
Did Meet Petition Requirements
Not Approved (Must Wait 2 Years to Reapply)
Approved
CONSTRUCTION
Staff Finalize Design Plan and Cost Estimate
Applicants Provide Payment
Construction
Follow-Up Evaluation

APPENDIX II - Application

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Whether to appoint Carla Hunter as the Lancaster business member on the Catawba Regional Council of Government's Workforce Development Board. Ms. Hunter is a Human Resource Generalist with Meyer Utility Structures and she would be replacing Jonathon Strouch. If appointed, she would be filling an unexpired term that end on 12/31/2021.

Whether to appoint Revery Johnson to the Pleasant Valley Fire Fee Board. Revery Johnson would be replacing Robert Luley, Jr. and would be filling a 1st term that would last for four years and would end on 06/30/2025.

Whether to appoint Jonathan C. Payne to the Fire Commission as the Heath Springs Fire District Representative. If appointed, he will fill an unexpired term that will end on 06/30/2023. The Fire Commission recommends the appointment.

Whether to appoint Steven Fleming to the Keep Lancaster County Beautiful Board as one of the District 3 representatives. If appointed, he will be serving his first four year term that will expire on 06/30/2025.

Whether to appoint Keye Jones to the Board of Zoning Appeals (BZA) for District 3. If appointed, he will replace Harvey Carnes and complete his term that will end on 06/30/2021 AND also appoint him to his 1st term on BZA that will expire on 06/30/2025.

Points to Consider:
Revery Johnson's, Steven Fleming's and Keye Jones' applications are attached for Council's review and consideration. No application was submitted by Carla Hunter for the Catawba Regional of Government's Workforce Development Board. The letter from the Fire Commission regarding the appointment of Jonathan C. Payne is attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the appointments.

Recommendation:
Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Application from Revery Johnson for the Pleasant Valley Fire Fee Board	3/15/2021	Backup Material
Fire Commission letter regarding appointment of Jonathan C. Payne	3/15/2021	Backup Material
Application from Steven Fleming for the Keep Lancaster County Beautiful Board as one of the District 3 Representatives	3/16/2021	Backup Material
Application from Keye Jones for the Board of Zoning Appeals as the District 3 representative	3/16/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Revery Hohnson _____ **County Council District** 7 _____

Mailing Address _____ **City/Zip** Indian Land 29707 _____

Street Address _____ **Registered Voter yes** XX **no**____

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

Email: stscraneman@yahoo.com _____

Occupation Business Owner _____ **Place of employment** Kitchen Tuneup of Fort Mill _____

Address 9789 Charlotte Hwy suite 400 _____ **Normal working hours** 8-5 M-F _____

(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 Pleasant valley fee board _____ **2nd choice** _____

3rd choice _____

Reason for interest

I want to serve my community and help manage the effects of our growth.

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

I am a degreed chemical engineer with more than 15 years experience as engineering manager of container terminals. The role of engineering manager required managing of staff, creation and adherence to budget (capital and operating), development of 1 year, 5 year, and 10 year plans for equipment maintenance and replacement. This role also carries a responsibility of fall back safety manager with regard risk mitigation and fire response preparation.

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

Have you ever served on a county board? No _____ **If yes, list**_____

Additional pertinent information

Having been a resident of Indian Land for 18 years, I have been part of our growth and seen many of the changes we are undergoing and responding to. I feel my professional career experience can be put to beneficial use for Indian Land and Lancaster county as a whole in support of our fire response teams and systems.

Applicant's signature eSigned via SeamlessDocs.com Revery Johnson Key: 349d8b47d83d0e37ae264bd1c91dd9b1 _____ **Date** _____

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

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

Form Revised 1-20-17

Lancaster
County
Fire Rescue

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFIRE@comporium.net

Proud and Progressive

TO: Sherrie Simpson, Clerk to Council

FROM: Justin L. McLellan, Fire Commission Chairman *jlm*

DATE: March 12, 2021

SUBJECT: Replacement for Fire Commission—Heath Springs

The Lancaster County Fire Commission respectfully submits the name of a new member from the Heath Springs Fire District for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2023.

Heath Springs Fire Department
Jonathan C. Payne

Kershaw, SC 29067

If you have questions or need any additional information, please contact the Fire Rescue office.

JLM/dmg

cc: Darren Player, Lancaster County Fire Rescue

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Steven Fleming **County Council District** Five

Mailing Address _____ **City/Zip** Lancaster 29720

Street Address _____ **Registered Voter yes** X **no**____

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

Email: nfleming50@yahoo.com

Occupation Retired **Place of employment** _____

Address _____ **Normal working hours** _____

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

Name of Board or Commission in which you are interested

1st choice KLCB Advisory Board **2nd choice** _____

3rd choice _____

Reason for interest
Concerned with increasing amount of trash alongside Lancaster County roadways.

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)
Ran adopt-a-highway program for ZF Lemforder on Quality Drive in the early 2000's. Responsible for environmental compliance for multiple sites for various manufacturing companies prior to retirement.

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

Have you ever served on a county board? No **If yes, list**_____

Additional pertinent information

Applicant's signature eSigned via SeamlessDocs.com Steven Fleming Key: 249d5b47d33d0e87ae264bd1c91dd9b1 **Date** March 9, 2021

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

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

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Keye Jones _____ **County Council District** _____

Mailing Address _____ **City/Zip** LANCASTER, 29720 _____

Street Address _____ **Registered Voter** yes____ no____

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

Email: KEYEJONES@COMPORIUM.NET _____

Occupation RETIRED _____ **Place of employment** _____

Address _____ **Normal working hours** _____

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

Name of Board or Commission in which you are interested

1st choice Zoning appeal board _____ **2nd choice** _____

3rd choice _____

Reason for interest

I would like to help insure zoning issues are resolved in a fair and unbiased manner for the county, residents and companies. I have no reason to believe this has not been the case in the past. I feel with an opening on the board I can help insure this continues.

I have lived in Lancaster County for 21 years. We would not have moved here without zoning. I think this shows just how important zoning is for Lancaster County.

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)

After college I started my career in the architectural and engineering department with AT&T where I worked until retirement. I have extensive experience in all phases of construction and land use. I was the single source contact for AT&T in SC/NC for all zoning issues. I also represented AT&T with all historical issues (land use and buildings). I was the single source contact for all environmental issues with government agencies, Federal, State, County and towns.

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

Have you ever served on a county board? no _____**If yes, list**_____

Additional pertinent information

Applicant's signature eSigned via SeamlessDocs.com Keye Jones Key: 348d6b47d83d0e87ae264bd11e91dd951 _____ **Date** 3/16/2021 _____

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

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

Form Revised 1-20-17

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Discussion of request to prepare an Ordinance calling for a General Obligation bond referendum in November 2021.

Points to Consider:
We routinely have a General Obligation bond every seven (7) years to pay for fire apparatus. This addresses needs for pumpers, tankers, and rescue trucks.

Due to the large cost we have not addressed aerial and specialty apparatus this way. I would like to propose that we go to the voters in November for permission to address this need. The main advantage to a referendum is that the debt for these units would not count against our 8% bond debt ratio.

If this concept finds favor with Council I need to begin work on this now. I will need to engage bond counsel to develop the bond proforma and the Ordinance to put forth the ballot question to the voters.

I will need to engage with the Fire Commission to finalize their deployment plans and estimated costs to provide that information to bond counsel.

At this point the plan would be to replace some existing aerial apparatus and acquire new units where needed. This would consist of mid-mount aerial platforms, rear mount "stick" ladders (no platform at the end of the ladder), and a bus style mobile command post for use on major incidents.

Funding and Liability Factors:
Current estimated total would be nine million dollars ($9,000,000) but I do not have a confirmed final estimate from the Fire Commission. That would have to be locked down for the actual Ordinance.

Council Options:
Absent objection from Council I will proceed with engaging bond counsel and Fire Rescue staff to finalize information to bring an Ordinance to Council for your consideration. This would likely be in the late May/ June time frame so that we can complete all readings prior to August.

Recommendation:
Proceed with work to bring Council an Ordinance for consideration.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/ Administration
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Update to the County Organization Chart

Points to Consider:
This is needed now, rather than in June, for the recruitment of the new County Administrator.

This updates several departments such as Risk Manager, GIS Director, and CIO/ Information Technology.

This does not address the issue of Planning and Zoning. I intend to address that during the budget process.

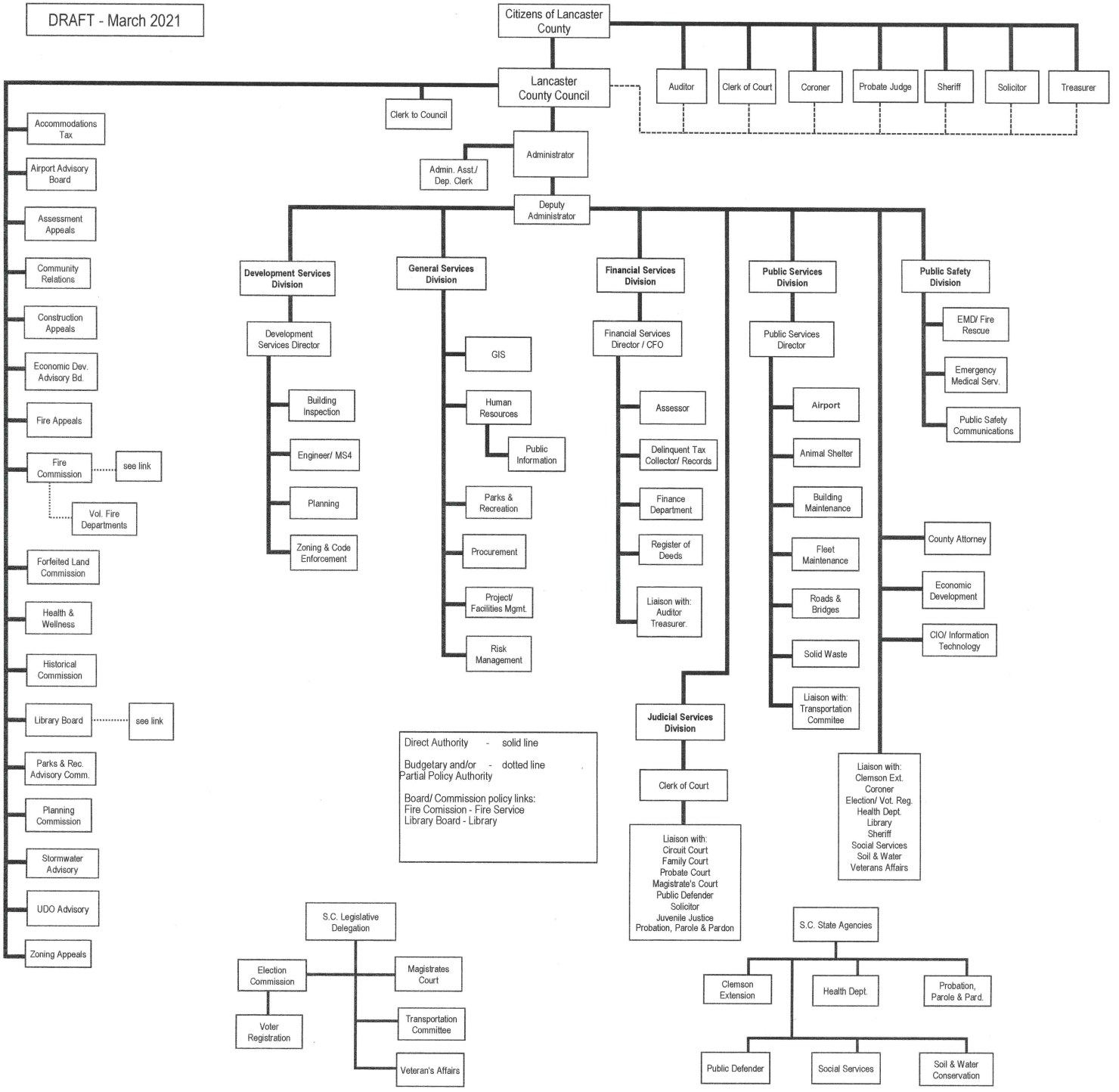
Funding and Liability Factors:
N/A

Council Options:
Approve or disapprove the revised Organizational Chart.

Recommendation:
Approve the revised chart.

ATTACHMENTS:

Description	Upload Date	Type
Revised Organizational Chart (March 2021 Draft)	3/17/2021	Backup Material


DRAFT - March 2021
Citizens of Lancaster County
Lancaster County Council
Auditor
Clerk of Court
Coroner
Probate Judge
Sheriff
Solicitor
Treasurer
Clerk to Council
Administrator
Admin. Asst./ Dep. Clerk
Deputy Administrator
Accommodations Tax
Airport Advisory Board
Assessment Appeals
Community Relations
Construction Appeals
Economic Dev. Advisory Bd.
Fire Appeals
Fire Commission
see link
Vol. Fire Departments
Forfeited Land Commission
Health & Wellness
Historical Commission
Library Board
see link
Parks & Rec. Advisory Comm.
Planning Commission
Stormwater Advisory
UDO Advisory
Zoning Appeals
Development Services Division
Development Services Director
Building Inspection
Engineer/ MS4
Planning
Zoning & Code Enforcement
General Services Division
GIS
Human Resources
Public Information
Parks & Recreation
Procurement
Project/ Facilities Mgmt.
Risk Management
Financial Services Division
Financial Services Director / CFO
Assessor
Delinquent Tax Collector/ Records
Finance Department
Register of Deeds
Liaison with: Auditor Treasurer.
Public Services Division
Public Services Director
Airport
Animal Shelter
Building Maintenance
Fleet Maintenance
Roads & Bridges
Solid Waste
Liaison with: Transportation Commitee
Public Safety Division
EMD/ Fire Rescue
Emergency Medical Serv.
Public Safety Communications
County Attorney
Economic Development
CIO/ Information Technology
Liaison with: Clemson Ext. Coroner Election/ Vot. Reg. Health Dept. Library Sheriff Social Services Soil & Water Veterans Affairs
Judicial Services Division
Clerk of Court
Liaison with: Circuit Court Family Court Probate Court Magistrate's Court Public Defender Solicitor Juvenile Justice Probation, Parole & Pardon
Direct Authority - solid line
Budgetary and/or Partial Policy Authority - dotted line
Board/ Commission policy links:
Fire Comission - Fire Service
Library Board - Library
S.C. Legislative Delegation
Election Commission
Voter Registration
Magistrates Court
Transportation Committee
Veteran's Affairs
S.C. State Agencies
Clemson Extension
Health Dept.
Probation, Parole & Pard.
Public Defender
Social Services
Soil & Water Conservation

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1705 - HELD
Contact Person / Sponsor: Steve Willis/ John DuBose
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Consideration of amendments to the Impact Fee Study.

Points to Consider:
This matter is presented for First Reading but staff fully understands that Council may not be ready to have First Reading approval.

This is an opportunity for Council to propose potential amendments to the Impact Fee Study so that staff can make the necessary changes. Changes to one part of the study will likely affect other parts as well.

For example, staff understands there is likely some sentiment to remove the Camp Creek Fire Department area from the study. That is certainly a policy decision for Council to make. If we remove it from the study we will need to recalculate the financial portion and remove that area from receiving any direct benefit.

Council may also decide to restrict one or more service areas to the original study area. Again, we will need direction from Council and this is the opportunity to propose an amendment and see if it passes.

I would note that this is NOT the time to determine if Council desires to charge a reduced percentage of any fee; for example only charging 75% of the EMS fee or 50% of the Fire fee, That comes later in the process.

At this point we are requesting Council to propose amendments to the study for areas where you would like to see changes. You can vote on amendments to an Ordinance in a regular Council meeting while you may not at Committee of the Whole.

Once Council has voted on whatever amendments you choose to approve, we plan to return to the consultant to make those changes to the study. Council could certainly approve First Reading and we would have the changes at Second Reading but I suspect Council would be more comfortable with us bringing you an amended study for First Reading consideration at a future Council meeting.

Funding and Liability Factors:
Unknown at this point. This will depend on what changes Council may choose to make.

Council Options:
To make such amendments regarding the size of the study area and what services you would like to see in specific areas. Also, if Council were to decide it no longer wished to pursue a particular service this would be the time to make that decision.

Recommendation:
N/A - this is for Council to make policy decisions on geographic and service areas.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/Administration and Hal Hiott/Parks and Recreation
Department: Administration
Date Requested to be on Agenda: 3/22/2021

Issue for Consideration:
Information on grant application.

Points to Consider:
This is for information only. Parks and Recreation has applied for a grant to assist with marketing at the Farmer's Market.

This is a 100% grant and is only in the application phase.

Funding and Liability Factors:
$500 if awarded.

Council Options:
N/A This is for information only.

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Ag South Grant Application	3/9/2021	Exhibit

AgSouth Farm Credit, ACA

2021 AgSouth Farmers Market Grant Application

Thank you for completing the 2021 AgSouth Think Outside the Store Farmers Market Grant Application. If you have any questions, please email Lyndsey Sutherland at lsutherland@agsouthfc.com.

Done

AgSouth Farm Credit, ACA

2021 AgSouth Farmers Market Grant Application

2021 Farmers Market Grant Application Dates:

Application Opens: 8:00 am February 15th, 2021
Application Closes: 5:00 pm March 15th, 2021
(Applications submitted before or after these dates will not be accepted.)

Rules and Regulations: *Please read before applying.*

We will award grants based on 100% completion of the grant application; and the creativity and potential effectiveness of your marketing plan. Our team will review your grant applications, and winners will be selected based on the following criteria:

1. Your market must fall within AgSouth's service territory. To see if your county is eligible, visit https://agsouthfc.com/locations

2. The market must be open at least 8 days over a 2-month period with at least **10 vendor booths** open on market days.
3. At least 50 percent of your minimum 10 market vendors must sell agriculturally-related products, and you must provide a list of the vendors complete with their name, valid email, and what agricultural products they sell as part of your application. Applications with an incomplete vendor name, valid email and product will not be eligible for the grant.
4. Your grant application must include a detailed marketing plan for how you would use the grant if awarded, and it must incorporate the AgSouth Farm Credit or Think Outside the Box® logo or mention AgSouth Farm Credit's name. Plans that do not include AgSouth will not be considered for our grant program.
5. You must complete the online application between 8:00am February 15, 2021 and 5:00 p.m. Friday, March 15, 2021. **Entries received before or after those dates will be disqualified.**

Winners will be notified by the end of March 2021. If your market is selected to receive a grant, AgSouth will provide you with:

- $500 check to be used for promoting the market;
- AgSouth Farm Credit and Think Outside the Store® digital logos; and

- Press announcement you may use to announce the grant in your local newspaper(s) to further help you promote your market.

* 1. Farmers Market Coordinator Information

First and Last Name

Mike Barnes

Email Address

mbarnes@lancastercountysc.net

Phone Number

8032896093

* 2. Farmers Market Mailing Address

Address

1620 Pageland Hwy

City

Lancaster

State

SC

Zip Code

29720

* 3. State Served

◡ South Carolina

◯ Georgia

* 4. Counties Served

Lancaster, York, Chesterfield, Union NC

5. Farmers Market Social Media Information

Instagra
m @

facebook.
com/
Lancaster County Parks and Recreation/ Farmer'

* 6. Describe how you will use the funds to promote your Farmers Market and how you will incorporate AgSouth's name and logo into your market promotion:

We are located in a rural part of Lancaster County. We stagger our days during the season, based on the availability of local product. Additionally, we are starting

PLEASE READ: To be eligible for the grant, you must have 10 vendors with 50% of your vendors selling ag-related products. Vendor contact information must be complete.

Incomplete vendor contact information will not be eligible for the grant.

7. Vendor Contact Information (1)

Vendor Name

Jimmy Catoe

Vendor Email

8034753769

Primary Product

corn, tomatoes, melons, potatoes, okra, cantelop

8. Vendor Contact Information (2)

Vendor Name

Gowan Farms (Don Gowan)

Vendor Email

8032880305

Primary Product

peaches, corn, potatoes, tomatoes, cucumbers

9. Vendor Contact Information (3)

Vendor Name

Poncho's Farm (Poncho and JoanVelez)

Vendor
Email

8032881411

Primary
Product

corn, potatoes, peppers, watermelons, tomatoes,

10. Vendor Contact Information (4)

Vendor
Name

Jimmy Carnes

Vendor
Email

8032834491

Primary
Product

corn, okra, beans, tomatoes, squash

11. Vendor Contact Information (5)

Vendor
Name

Jarvis Driggers

Vendor
Email

ldriggers22@gmail.com

Primary
Product

Beef, Chicken, Pork, Eggs

12. Vendor Contact Information (6)

Vendor Name

Amanda Roberts

Vendor Email

8034750656

Primary Product

okra, peppers, tomatoes, cucumbers

13. Vendor Contact Information (7)

Vendor Name

Rich Hill Farms (Kurt Hovis)

Vendor Email

tomatoes, corn, melons, squash, cucumbers

Primary Product

8032866840

14. Vendor Contact Information (8)

Vendor Name

Mark Adams

Vendor Email

8032834504

Primary
Product

Boiled Peanuts

15. Vendor Contact Information (9)

Vendor
Name

Red Hawg Pork Skins (Johnny Hughes)

Vendor
Email

jyhughes@hotmail.com

Primary
Product

Pork Skins

16. Vendor Contact Information (10)

Vendor
Name

Scott & Joy Winters

Vendor
Email

edensgategarde3ns@gmail.com

Primary
Product

tomatoes, squash, cucumbers, peppers

Done