

Council Members

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

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

January 10, 2022

6:00 PM

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

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Allen Blackmon**
4. **Approval of the Agenda**
[deletion and additions of non-substantive matter]
5. **Special Presentations**
 - a. Community Needs Assessment Public Hearing, Review of Community Needs List and Prioritization of Community Needs for 2022 and Review of Upcoming Community Development Block Grant (CDBG) Opportunities – Christine Schwartz, Catawba Regional Council of Governments
 - b. The Power of the Arts in Lancaster County: Update from the Lancaster County Council of the Arts - Presented by Debbie Jaillette, Executive Director, Lancaster County Council of the Arts
6. **Citizens Comments**
[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@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 December 13, 2021 County Council Regular Meeting
- b. Approval of Minutes from the December 15, 2021 County Council Committee Of The Whole Meeting
- c. 3rd Reading of Ordinance 2021-1788 regarding Approval of Easement Grants to the City of Lancaster for the Lancaster Air Rail Park
 Ordinance Title: An Ordinance To Approve Easement Grants To The City Of Lancaster Upon Real Property Owned By Lancaster County Bearing Tax Parcel Number 0066-00-040.00 And To Authorize County Officials To Take Such Actions As Are Necessary To Effectuate The Grant Of The Easements And To Effectuate The Purposes Of This Ordinance. - ***Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). Passed 7-0 at the December 13, 2021 County Council Meeting. - John DuBose***
- d. 2nd Reading of Ordinance 2021-1768 regarding Rezoning Property Located at 327 Monroe Highway from LDR to GB (Applicants William and Blanca Cox)
 Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.07 Acre Parcel Of Property (TMS# 0061P-0D-003.00), Located At 327 Monroe Highway, Lancaster, South Carolina, From LDR, Low Density Residential District, To GB, General Business District.- ***Planning Department Case Number: RZ-2021-2327. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the rezoning. Passed 7-0 at the December 13, 2021 County Council Meeting. - Rox Burhans***
- e. 2nd Reading of Ordinance 2021-1790 regarding Termination of a Public Safety or Fire Protection Charge in the Preserve at Tree Tops Effective Upon the Imposition of Charges in the Van Wyck Fire Protection District
 Ordinance Title: An Ordinance To Terminate The Imposition And Collection Of A Public Safety Or Fire Protection Rate Or Charge In The Preserve At Tree Top Development Effective Upon The Imposition And Collection Of Rates And Charges In The Van Wyck Fire Protection District. - ***Passed 6-0 at the December 13, 2021 County Council Meeting (Larry Honeycutt Absent). - John DuBose***
- f. 2nd Reading of Ordinance 2021-1792 regarding a First Amendment to Nutramax Laboratories' 2018 Fee Agreement
 Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To The Fee Agreement By And Among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., And Lancaster County, South Carolina, Dated As Of November 26, 2018 - ***Passed 6-0 at the December 13, 2021 County Council Meeting (Larry Honeycutt Absent). -Jamie Gilbert***

8. Non-Consent Agenda

- a. Public Hearing and 3rd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment
 Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***
- b. Public Hearing and 3rd Reading of Ordinance 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment
 Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits;

And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.
- ***Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

- c. 3rd Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 1.5 Acres Of Property (TMS# 0006N-0B-035.00), Located At 9923 Southwinds Drive, Fort Mill, South Carolina, From MDR, Medium Density Residential District, To MH, Manufactured Home District. - ***Planning Department Case Number: RZ-2021-2015. The Planning Commission recommended approval by a vote of 4-2; however, Planning staff recommended denial of the request. At the November 8, 2021 County Council Meeting, the Public Hearing was held and the 1st Reading Failed by a vote of 2-5 (Allen Blackmon, Brian Carnes, Terry Graham, Charlene McGriff and Billy Mosteller Opposed). At the November 22, 2021 County Council Meeting, a Motion to Reconsider and the 1st Reading Passed by a vote of 5-1 (Billy Mosteller Opposed). At the December 13, 2021 County Council Meeting, 2nd Reading Passed by a vote of 5-2 (Terry Graham and Billy Mosteller Opposed). - Rox Burhans***

- d. Public Hearing and 2nd Reading of Ordinance 2021-1791 regarding Amending Ordinance 2021-1761 by Substituting A Corrective Map for the School Development Impact Fee

Ordinance Title: An Ordinance To Amend Ordinance 2021-1761 By Substitution Of A Corrective Map That Accurately Reflects The School Development Impact Fee Collection Area And By Inclusion Of An Updated And Corrected School Development Impact Fee Study And Capital Improvement Plan. - ***Passed 7-0 at the December 13, 2021 County Council Meeting. - John DuBose***

- e. 2nd Reading of Ordinance 2021-1769 regarding Approval of a Development Agreement with Arbor Construction, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Arbor Construction, LLC, In Connection With A Major Subdivision Preliminary Plat SD-2021-0528, Which Proposes A 92-Lot Single-Family Cluster Subdivision Overlay District (CSO) Development, Establishing The Regulations For The Development Of The Property, And Other Matters Related Thereto. - ***Planning Department Case Number: DA-2021-0528. The Planning Commission recommended approval by unanimous vote and staff also recommended approval of the project. Passed 6-0 at the December 13, 2021 County Council Meeting. - Rox Burhans***

9. **Discussion and Action Items**

- a. Approval of Appointment to the Keep Lancaster County Beautiful Committee
- Toni S. Flynn to the Keep Lancaster County Beautiful Committee as one of the District 7 representatives to fill a four year term that will expire on 06/30/2025

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

- a. HELD - *****PUBLIC HEARING ADVERTISED FOR THE JANUARY 10th COUNCIL MEETING DELAYED UNTIL JANUARY 24th***** Public Hearing and 2nd Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan

Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This Ordinance; And To Adopt Other Matters Related Thereto. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose/Redistricting Study Committee Chair Brian Carnes***

11. **Miscellaneous Reports and Correspondence**

12. **Citizens Comments**

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

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

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

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/UCgSIMrcYjcYcu1m-e6TV54w>*

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Christine Schwartz / Catawba Regional Council of Governments

Department: Administration

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

The County is holding its annual Public Hearing for its Needs Assessment. This hearing is to solicit public input on community needs and priorities for housing, public facilities and economic development, particularly as they relate to persons of low to moderate income. During this time, the Catawba Regional Council of Governments staff will also present the past identified community needs and receive comments concerning the current needs.

Points to Consider:

Attached is a list of prioritized needs from Lancaster County's 2021 Needs Assessment and, also, an overview of the proposed use of Community Development Block Grant funds for the 2021-2022 program year.

Funding and Liability Factors:

N/A

Council Options:

This is the required annual Public Hearing.

Recommendation:

This is the required annual Public Hearing.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum to County Council regarding the Needs Assessment Process	12/20/2021	Letter
Lancaster County, SC Prioritized Community Needs from March 2021	12/20/2021	Backup Material
Community Development Block Grant Funding 2021*-2022	12/20/2021	Backup Material
Notice of Public Hearing Ad	12/20/2021	Public Hearing Notices



MEMORANDUM

TO: Lancaster County Council

FROM: Catawba Regional Council of Governments

DATE: January 3, 2022

SUBJECT: Needs Assessment Process

In order to apply for Community Development Block Grant funds, Lancaster County must complete a Needs Assessment. A Needs Assessment Public Hearing will be held on Monday, January 10, 2022, at 6:00 p.m. during the regularly scheduled County Council meeting in the Council Chambers.

At this hearing, Catawba Regional Council of Governments staff will present the past identified community needs and receive comments concerning the current needs, especially as they relate to the low and moderate income persons in Lancaster County.

Attached is a list of prioritized needs from Lancaster County's 2021 Needs Assessment. This can be used as a guide to identify Lancaster County's community needs for 2022, which will be updated after the hearing on January 10, 2022.

Also attached is an overview of the proposed use of Community Development Block Grant funds for the 2021-2022 program year. The next funding round for the Community Development Block Grant program is April 2022 and applications must be requested in March 2022. These dates will be finalized when the SC Department of Commerce updates the Community Development Block Grant Program Statement. Infrastructure projects will be eligible in the spring funding round. Community Enrichment, Neighborhood Revitalization and Special Projects applications will be due September 2022. Business Development and Ready to Go Public Facilities applications may be submitted at any time during the year.

For additional information, please contact Grazier Rhea, Angela Kirkpatrick, Christine Schwartz, or Eleanor Mixon, with Catawba Regional Council of Governments, at 803-327-9041.

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.

LANCASTER COUNTY, SC PRIORITIZED COMMUNITY NEEDS

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.



COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2021 – 2022

The following is a summary of the proposed uses of CDBG funds for the 2021-2022 program year. These program uses are subject to change prior to final adoption by the SC Department of Commerce.

The Community Development Block Grant Small Cities Program is administered in South Carolina by the SC Department of Commerce, Office of Grants Administration. The State CDBG program will receive an estimated \$21.2 million from the U.S. Department of Housing and Urban Development (HUD) in 2021.

State CDBG grants are awarded to eligible local governments that are not “entitlement areas”. All local governments in the Catawba Region, with the exception of the City of Rock Hill, are eligible to apply.

All CDBG projects must address one of the three following national objectives:

- Benefit low and moderate income persons
- Eliminate slums and blight
- Address urgent community needs that pose a serious threat to the health or welfare of the community.

Three key goals for the CDBG program are to provide decent housing, economic opportunities and suitable living environment. Each project must meet one of the following outcomes identified by HUD:

- Affordability
- Accessibility
- Sustainability

The primary CDBG grant programs are Community Development, Business Development and Regional Planning. There will be \$17.9 million allocated for Community Development Programs, which includes five subcategories of Community Infrastructure, Community Enrichment, Neighborhood Revitalization, Special Projects and “Ready to Go”. Following is a description of each of program.



I. Community Development

A. Community Infrastructure

Funds Available: Estimated at \$12,378,139

Grant Maximum: \$750,000 (A waiver may be considered for a project addressing an urgent and compelling need, regional solution or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)

Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities: Water, sewer, roads or drainage activities.

Outcome:

Contribute to the creation of healthy and sustainable residential communities through addressing one or more of the priorities listed in order of importance:

1. Significant improvements to existing infrastructure to address health concerns, meet required quality standards and ensure community sustainability.
2. Projects that result in more viable regional infrastructure solutions or that provide new access to services near business centers where it is cost effective to address documented health threat.
3. Upgrades to infrastructure to address quality standards where there are only general health concerns or provide new services that are not near business centers when it is cost effective to address a documented health threat.

Application Requests due: Monday, March 15, 2021

Applications due: Friday April 16, 2021



B. Community Enrichment

Funds Available: \$3,000,000

Grant Maximum: \$500,000 (\$750,000 for streetscape projects that include infrastructure)

Grant Minimum: \$50,000 (\$25,000 for planning grants/ up to \$50,000 for infrastructure planning grants with approval.)

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

1. First Priority – Increasing Economic Competitiveness

- Brownfield projects or demolition of obsolete buildings.
- Downtown streetscape improvements where there is significant business activity and prior investments. Projects must include a plan for retail/small business support.
- Planning by professional engineers and architects for regional infrastructure, hazard mitigation, resiliency and sustainability for eligible public infrastructure and facilities, brownfields clean up and redevelopment, or master drainage studies.

2. Second Priority – Education and Workforce Development

- Libraries – facilities or services (fixed or mobile) to provide expanded library services or computer equipment with broadband capability to enhance skills training and education.
- Publicly-owned facilities (except operating school facilities) that offer extended educational opportunities for adult literacy, or to serve at risk LMI children or youth.
- Transportation-oriented public facilities or services to serve LMI workforce populations.

3. Third Priority – Safe and Healthy Communities

- Public safety facilities and services in LMI areas - police substations or other public improvements designed to address crime prevention.
- Demolition of vacant, dilapidated residential structures to address and support crime prevention efforts in a targeted LMI neighborhood.
- Fire substations or fire trucks for existing stations serving LMI residential areas that provide a significant improvement in service for in town locations or near business centers.



- Health clinic facilities or equipment in underserved areas or multi-service centers for health or related social services.
- Public facilities modifications to ensure accessibility for disabled persons or for energy efficiency improvements for CDBG-eligible public facilities that will significantly reduce operating burdens and promote sustainability (i.e., replacing windows, upgrading HVAC, etc.)

Equipment for public service activities must be for new or expanded services and generally associated with a significant capital investment in facilities. Only major pieces of equipment that have a durable life of five years will be considered for funding.

Outcome:

This program is designed to fund facilities, services and other activities that strengthen existing communities and support a high quality of life within the following state priority areas:

1. Increasing economic competitiveness
2. Education and workforce development
3. Safe and healthy communities

Application Requests due: Monday, August 16, 2021 at 5:00 p.m

Applications due: Friday, September 17, 2021 at 5:00 p.m.

C. Neighborhood Revitalization Program

Funds Available: \$1,000,000

Grant Maximum: \$500,000/\$750,000 if project includes infrastructure activities

Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Planning Phase

The targeted neighborhood must submit a locally funded revitalization plan (or a previously CDBG Village Renaissance Plan) that identifies community needs and prioritizes activities designed to revitalize the neighborhood with CDBG and other funds. This plan must be approved by the Department of Commerce and should set out a realistic plan for implementation of CDBG eligible and other activities in two possible consecutive



implementation phases. The plan must be submitted to the Department of Commerce with the application.

The plan shall include the following:

- Comprehensive needs assessment (qualitative and quantitative) and prioritization.
- Comprehensive strategies for revitalization.
- Specific actions to prepare for implementation.
- Maps illustrating existing conditions, problems and proposed solutions.
- Roles and responsibilities-neighborhood and local government involvement and commitment in planning and implementation.
- Time frame for implementation of all strategies, including phased activities.

Implementation Phases

Implementation of comprehensive neighborhood revitalization project must involve multiple activities including a public safety component. Activities must be described in the plan and may include:

- Infrastructure - water, sewer, roads, drainage
- Public facilities- sidewalks, security lighting and cameras, police or fire substations, technology, multi-service centers designed to address crime risk factors, walking trails, green space, landscaping
- Housing - infrastructure or other activities to support affordable or workforce housing; limited exterior only improvements including facades, minor repairs, energy efficiency improvements, handicap accessibility
- Demolition and clearance of vacant and dilapidated properties
- Public services - crime watch program, drug or gang education, awareness or prevention programs.

All implementation phases will be competitively selected with no guarantee of funding and must comply with applicable program threshold requirements.

Application Requests due: Monday, August 16, 2021

Applications due: Friday, September 17, 2021

D. Special Projects Program

Funds Available: \$1,000,000

Grant Maximum: \$200,000

Grant Minimum: \$50,000

Serving Chester, Lancaster, Union, & York Counties

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Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Outcome:

This program is designed to meet community development needs that are not typically funded through the other CDBG programs or one of the other HUD partner programs.

Eligible Activities:

These funds will be used for alternative grant activities that meet community development need of eligible municipalities. Special projects could historic preservation, innovation, energy conservation, parks, and trails/greenways.

Projects should have significant leveraging, impact and community support while still meeting a National Objective and all other requirements. Consideration for funding will be based on State priorities listed below and the Community Development Selection Criteria:

1. First Priority

- Projects that impact economic development or increase economic competitiveness.

2. Second Priority

- Projects that address public health and safety or improve the long-term sustainability of the community.

3. Third Priority

- Projects that address energy conservation or historic preservation.

Application Requests due: Monday, August 16, 2021 at 5:00 p.m.

Applications due: Friday, September 17, 2021 at 5:00 p.m.

E. “Ready to Go” Public Facilities Program

Funds Available: \$600,000

Grant Maximum: \$500,000

(Note: A waiver will be considered for infrastructure projects addressing an urgent and compelling need, regional solution or system-wide improvements, as well as the extent of leveraging and a reasonable CDBG cost)



Grant Minimum: \$50,000

Match: 10% of the total CDBG request, which can come from a variety of sources, including the local government, other non-Commerce grants, loans, waiver of fees, public or private investments and documented volunteer or in-kind contributions.

Eligible Activities:

Activities must be eligible under the Community Infrastructure or Community Enrichment Program. CDBG funds are for construction costs only. Activities leading up to bidding must be complete prior to application submission. This includes project design, environmental review, acquisition and permits. The project must be ready to bid within 60 days of grant award.

Outcome:

This program is designed to stimulate the local economy by addressing urgent or compelling community needs, encouraging the timely implementation of CDBG eligible public projects, and being cost effective.

Applications will be accepted on an ongoing basis, based on funding availability.

Program clarifications:

1. Projects must address an urgent and compelling need.
2. The project requires an upfront investment of local and other funds for planning, project design and permitting that is substantially equivalent to the required 10% local match.
3. Projects must be eligible public facility improvements and CDBG pays only for construction and administration.

II. Business Development Program

Funds Available: \$2,000,000

Grant Maximum:

- Job creation/retention \$10,000/ job
- Area economic development \$500,000
- Local goods and services:
 - Service area less than 20% poverty or 70% LMI \$350/LMI person
 - Service area equal/more than 20% poverty or 70% LMI \$1,000/LMI person

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Grant Minimum: \$50,000

Match: 10% local match or other equivalent contribution required. Projects to assist businesses in the provision of goods and services must have a minimum of 25% leveraging including a 10% match from the local government.

Eligible Activities:

Infrastructure to assist new or expanding businesses that will result in the creation or retention of jobs, 51% of which must be available to low and moderate income persons.

Outcome:

Provision of financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy.

General Program Requirements:

- A unit of local government may apply for a third project if they have no more than two open grants that have not exceeded a 30-month grant period.
- A unit of local government is limited to one Neighborhood Revitalization project at a time.
- A unit of local government is limited to one open Ready to Go projects at a time.
- A unit of local government may not have more than one project for the same general target area/neighborhood open at the same time

Catawba Regional Council of Governments' staff is available to assist local governments with the development of potential CDBG projects and application preparation. If you are interested in submitting a CDBG application, contact *Grazier Rhea, Angela Kirkpatrick or Christine Schwartz* at (803) 327-9041.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Monday, January 10, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, Lancaster County Administrative Building, 101 North Main Street, Lancaster, SC, Lancaster County will hold a public hearing to solicit public input on community needs and priorities for housing, public facilities, and economic development. At this public hearing, Lancaster County will provide the results of its needs assessment and the activities which might be undertaken to meet identified needs, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income.

This public hearing and the matters to be discussed are subject to the provisions of Lancaster County's Citizens Participation Plan, developed in anticipation of participation in the State of South Carolina's Community Development Block Grant (CDBG) Program, providing for the participation of the citizens of Lancaster County in the planning and implementation of community and economic development projects which will involve CDBG funds.

The Citizens Participation Plan is available for review in the office of the Lancaster County Administrator, from 8:30 a.m. to 5:00 p.m. Monday through Friday. Persons with questions or comments concerning the public hearing or the Citizens Participation Plan may contact Sherrie Simpson, Clerk to Council, P.O. Box 1809, Lancaster, SC 29721 (Telephone: 803-416-9307).

Lancaster County does not discriminate on the basis of age, color, religion, sex, national origin, familial status or disability in the admission or access to, or treatment or employment in its federally assisted programs or activities. Anyone requiring special accommodations to attend this meeting should contact 803-285-1565 at least 24 hours in advance of the meeting.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Approve or amend the minutes from the December 13, 2021 County Council regular meeting.

Points to Consider:

The draft minutes from the December 13, 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 12-13-2021 County Council Regular Meeting	1/6/2022	Backup Material

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
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District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

December 13, 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

Council Members Present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt (*who left the meeting early at approximately 7:01 p.m.*), Charlene McGriff and Billy Mosteller.

Council Members Absent: None.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Veronica Thompson, Chief Financial Officer; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; Kim Belk, Budget Director; Clay Catoe, EMS Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; various Department Heads; various staff; the press; and citizens.

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

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Charlene McGriff

Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Larry Honeycutt.

Allen Blackmon moved to amend the agenda to remove Item **8n., Public Hearing and 1st Reading of Ordinance 2021-1789**, the rezoning request of Panhandle Partners. He noted that the item was being removed because the applicant had withdrawn its rezoning application. Seconded by Larry Honeycutt. The motion to amend Passed 7-0.

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

Special Presentations

There were no Special Presentations held during the meeting.

Citizens Comments

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

1. Shiree Carter, Lancaster, SC, spoke regarding Ordinance 2021-1769.

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

Consent Agenda

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

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

b. **3rd Reading of Ordinance 2021-1780 regarding Rezoning Property Located at 1535 Jordan Street, Lancaster, SC, From INS to MDR (Applicant Noel Andrade)**

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

c. **3rd Reading of Ordinance 2021-1782 regarding Amending the Unified Development Ordinance (UDO) relating to Halfway Homes (Applicant His Perfect Love Ministries)**

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

d. **3rd Reading of Ordinance 2021-1783 regarding Amending the Unified Development Ordinance (UDO) relating to the Highway Corridor Overlay District (Applicant Lancaster County)**

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

Non-Consent Agenda

Resolution 1171-R2021 regarding Approval and Authorization of an Intergovernmental Agreement Between Lancaster County and the Lancaster County School District regarding Impact Fees

Resolution Title: A Resolution Approving And Authorizing An Intergovernmental Agreement Between Lancaster County And The Lancaster County School District For Collection And Administration Of Public Education Facilities Impact Fees Pursuant To Ordinance 2021-1705, The Lancaster County Impact Fee Procedures Ordinance, And Ordinance 2021-1761, The School Development Impact Fee Ordinance

Terry Graham moved to approve Resolution 1171-R2021. Seconded by Charlene McGriff.

John DuBose noted, for the record, that the District had previously reviewed this Agreement earlier in the summer during pendency of their fee enactment process and that it was on their agenda tomorrow evening for their consideration.

The motion to approve Resolution 1171-R2021 Passed 7-0.

1st Reading of Ordinance 2021-1791 regarding Amending Ordinance 2021-1761 by Substituting A Corrective Map for the School Development Impact Fee

Ordinance Title: An Ordinance To Amend Ordinance 2021-1761 By Substitution Of A Corrective Map That Accurately Reflects The School Development Impact Fee Collection Area And By Inclusion Of An Updated And Corrected School Development Impact Fee Study And Capital Improvement Plan.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1791. Seconded by Brian Carnes. Motion Passed 7-0.

Resolution 1172-R2021 regarding Approval of Acceptance of a Donated Parcel of Property from Bailes Investment Associates, LLC

Resolution Title: A Resolution Approving Acceptance Of A Donated 1.15 Acre Parcel Of Property (A Portion Of Tax Map Number 0007-00-025.00) From Bailes Investment Associates, LLC, For Park Use By Lancaster County

Billy Mosteller moved to approve Resolution 1172-R2021. Seconded by Brian Carnes.

John DuBose noted, for the record, that, after consultation with County staff, that there was no immediate use for the parcel but that it, again, was adjacent to sixteen acres that the County currently owns. He explained that the property was being donated, was not subject to any assessments and may have a use at a future date. Council and staff discussed potentially using the property for additional parking in the future.

The motion to approve Resolution 1172-R2021 Passed 7-0.

Resolution 1185-R2021 Regarding Authorization of American Rescues Plan Act (ARPA) Funding for HVAC Replacement and Sheriff's Office Improvements

Resolution Title: A Resolution To Authorize The Use Of ARPA Funding For Specific Improvements To Certain County Owned And Operated Facilities In Accordance With The Interim Final Rule From Treasury For The American Rescue Plan.

Larry Honeycutt moved to approve Resolution 1185-R2021. Seconded by Billy Mosteller. Motion Passed 7-0.

Resolution 1186-R2021 regarding Approval of the Designation by Remac Corporation D/B/A McClancy Seasoning Company to Add McClancy Foods & Flavors LLC and McClancy Holdings LLC as a Sponsor Affiliate Under Their Fee Agreement

Resolution Title: A Resolution To Approve The Designation By Remac Corporation D/B/A McClancy Seasoning Company, NBI Investments II, LLC, And NBI Investments III, LLC, Of McClancy Foods &

Flavors LLC, And McClancy Holdings LLC, Each As A Sponsor Affiliate Under That Certain Fee Agreement By And Among Lancaster County, South Carolina, And Remac Corporation D/B/A McClancy Seasoning Company, NBI Investments II, LLC, And NBI Investments, III, LLC, All As Sponsors, Dated As Of June 8, 2020.

Terry Graham moved to approve Resolution 1186-R2021. Seconded by Allen Blackmon. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1767 regarding Bowers Fibers Special Source Revenue Credit (SSRC) Ordinance

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

Steve Harper opened the Public Hearing for Ordinance 2021-1767 at approximately 6:25 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:25 p.m.

Larry Honeycutt moved to approve the 3rd Reading of Ordinance 2021-1767. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1770 regarding the Establishment of the Van Wyck Fire Protection District

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

Steve Harper opened the Public Hearing for Ordinance 2021-1770 at approximately 6:27 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:27 p.m.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2021-1770. Seconded by Terry Graham. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1778 regarding Amending the Amended and Restated Master Multi-County Park Agreement between Chesterfield County and Lancaster County

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

Steve Harper opened the Public Hearing for Ordinance 2021-1778 at approximately 6:30 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:30 p.m.

Billy Mosteller moved to approve the 3rd Reading of Ordinance 2021-1778. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 3rd Reading of Ordinance 2021-1779 regarding Authorization and Approval of the Termination of the Agreement for the Development of a Joint Industrial and Business Park for Accutrex Products, Inc. Precision Parts Division

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

Steve Harper opened the Public Hearing for Ordinance 2021-1779 at approximately 6:32 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:32 p.m.

Allen Blackmon moved to approve the 3rd Reading of Ordinance 2021-1779. Seconded by Brian Carnes. Motion Passed 7-0.

3rd Reading of Ordinance 2021-1787 regarding Approval of an Agreement for Partial Reimbursement of Costs Related to the Construction of a Roundabout at Henry Harris Road and Shelly Mullis Road

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

Brian Carnes moved to approve the 3rd Reading of Ordinance 2021-1787. Seconded by Charlene McGriff.

Terry Graham moved to amend Ordinance 2021-1787 to insert Exhibit B to the Roundabout Agreement in the form attached to the agenda package. Seconded by Billy Mosteller. The motion to amend Passed 7-0.

The motion to approve the 3rd Reading of Ordinance 2021-1787 as amended Passed 7-0.

Public Hearing and 2nd Reading of Ordinance 2021-1788 regarding Approval of Easement Grants to the City of Lancaster for the Lancaster Air Rail Park

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

Steve Harper opened the Public Hearing for Ordinance 2021-1788 at approximately 6:36 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:36 p.m.

Larry Honeycutt moved to approve the 2nd Reading of Ordinance 2021-1788. Seconded by Charlene McGriff. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1781 regarding Rezoning Property Located at 9923 Southwinds Drive, Fort Mill, SC, from MDR to MH (Applicant Edgar Granados)

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

Brian Carnes moved to approve the 2nd Reading of Ordinance 2021-1781. Seconded by Allen Blackmon.

Council and staff discussed potential new zoning districts, the need for consistency in rezoning properties, the rezoning of this single property and whether the entire neighborhood should be rezoned prior to the rezoning of this one single property.

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

Public Hearing and 1st Reading of Ordinance 2021-1768 regarding Rezoning Property Located at 327 Monroe Highway from LDR to GB (Applicants William and Blanca Cox)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 2.07 Acre Parcel Of Property (TMS# 0061P-0D-003.00), Located At 327 Monroe Highway, Lancaster, South Carolina, From LDR, Low Density Residential District, To GB, General Business District.- *Planning Department Case Number: RZ-2021-2327.*

Steve Harper opened the Public Hearing for Ordinance 2021-1768 at approximately 6:48 p.m.

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

There were approximately 16 citizens in attendance during the Public Hearing for this Ordinance.

The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.

Steve Harper closed the Public Hearing at approximately 6:48 p.m.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1768. Seconded by Larry Honeycutt. Motion Passed 7-0.

Public Hearing and 1st Reading of Ordinance 2021-1789 regarding Rezoning 9.6 Acres of Property Located On Charlotte Highway from LDR and NB to RB (Applicant Panhandle Partners)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 9.6 Acres Of Property (TMS# 0016-00-047.00), Located On Charlotte Highway, Lancaster, South Carolina, From LDR, Low Density Residential, And NB, Neighborhood Business Districts, To RB, Regional Business District. - *Planning Department Case Number: RZ-2021-1921.*

This item was removed from the agenda during the Approval of the Agenda. Please see the Approval of the Agenda for the discussion and vote regarding its removal.

Public Hearing and 1st Reading of Ordinance 2021-1769 regarding Approval of a Development Agreement with Arbor Construction, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Arbor Construction, LLC, In Connection With A Major Subdivision Preliminary Plat SD-2021-0528, Which Proposes A 92-Lot Single-Family Cluster Subdivision Overlay District (CSO) Development, Establishing The Regulations For The Development Of The Property, And Other Matters Related Thereto. - *Planning Department Case Number: DA-2021-0528.*

John DuBose reviewed the proposed Development Agreement. He explained that even though the development was not subject to Impact fees, the developer has agreed to pay some fees and has proposed a \$1000.00 per unit Public Safety fee for the County, a \$500.00 per unit school fee and a \$250.00 per unit public works facility fee for the County.

Steve Harper opened the Public Hearing for Ordinance 2021-1769 at approximately 6:56 p.m.

He noted that no one signed up to speak at the Public Hearing for the Ordinance, but that he would allow Shiree Carter to speak if she would like since she had spoken previously regarding the Ordinance at Citizens Comments.

There were approximately 14 citizens in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance:

1. Shiree Carter, Lancaster, SC, spoke regarding Hilton Way Road and that it was a dead end road where children play and that she had concerns regarding making it a cut through for another neighborhood; and
2. Chaplin Spencer spoke on behalf of the applicant and noted that the County wanted growth in this area, that the development was not as dense as some other developments and that the connectivity of roads was required.

Steve Harper closed the Public Hearing at approximately 7:00 p.m.

Larry Honeycutt left the Council meeting early at approximately 7:01 p.m. and did not return for the remainder of the meeting.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1769. Seconded by Terry Graham.

Council and staff discussed the connectivity of roads for the development.

Jeff Journigan, who worked for Arbor Construction, spoke regarding the potential development. He noted that they have reduced the number of homes in the development in order to have additional park space for the community.

The motion to approve the 1st Reading of Ordinance 2021-1769 Passed 6-0.; Absent: Honeycutt

1st Reading of Ordinance 2021-1790 regarding Termination of a Public Safety or Fire Protection Charge in the Preserve at Tree Tops Effective Upon the Imposition of Charges in the Van Wyck Fire Protection District

Ordinance Title: An Ordinance To Terminate The Imposition And Collection Of A Public Safety Or Fire Protection Rate Or Charge In The Preserve At Tree Top Development Effective Upon The Imposition And Collection Of Rates And Charges In The Van Wyck Fire Protection District.

Terry Graham moved to approve the 1st Reading of Ordinance 2021-1790. Seconded by Brian Carnes. Motion Passed 6-0.; Absent: Honeycutt

Resolution 1184-R2021 regarding Amending Nutramax Laboratories' 2018 Fee Agreement

Resolution Title: A Resolution To Approve The Designation By Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., All As Sponsor, Of Airmax, LLC (D/B/A Airmax SC, LLC), As A Sponsor Affiliate Under That Certain Fee Agreement Dated As Of November 26, 2018; To Approve An Extension Of The Investment Period As Set Forth In That Certain Fee Agreement Dated As Of November 26, 2018; And To Consent To The Inclusion Of Aircraft As Part Of The Project Covered By That Certain Fee Agreement Dated As Of November 26, 2018.

Brian Carnes moved to approve Resolution 1184-R2021. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Honeycutt

1st Reading of Ordinance 2021-1792 regarding a First Amendment to Nutramax Laboratories' 2018 Fee Agreement

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A First Amendment To The Fee Agreement By And Among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, And Nutramax Land Holdings, Inc., And Lancaster County, South Carolina, Dated As Of November 26, 2018

Charlene McGriff moved to approve the 1st Reading of Ordinance 2021-1792. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Honeycutt

Discussion and Action Items

Approval of Appointment to the Fire Commission

- Landon Hood to the Fire Commission as the Van Wyck Fire District representative to fill an unexpired term that would end on 06/30/2023

Terry Graham moved to approve. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Honeycutt

Lancaster County EMS GIA Grant - Dennis Marstall/Clay Catoe

Clay Catoe explained that Lancaster County EMS was trying to become pediatric certified and that this equipment would help them with that process. He explained that the equipment was being purchased via a grant. He noted that Council would need to approve the grant match.

Billy Mosteller moved to approve the grant. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: Honeycutt

Status of items tabled, recommitted, deferred or held

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1785 regarding Project Arrowhead Existing FILOT Assignment Ordinance and Amendment
Ordinance Title: An Ordinance To Consent To An Assignment Of Interests Under An Existing Fee In Lieu Of Tax And Incentive Agreement To [Project Arrowhead]; And To Authorize The Execution And Delivery Of A First Amendment To Such Existing Fee In Lieu Of Tax And Incentive Agreement, So As To, Among Other Things, Extend Its Term. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

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 2021-1786 regarding Project Arrowhead FILOT and SSRC for New Investment
Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Between Lancaster County And [Project Arrowhead] Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. Passed 6-0 at the November 22, 2021 County Council Meeting (Terry Graham Absent). - Jamie Gilbert***

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

- c. HELD - Public Hearing and 2nd Reading of Ordinance 2021-1784 regarding Approval and Adoption of a Redistricting Plan
Ordinance Title: An Ordinance To Approve And Adopt A Redistricting Plan For The Election Districts Used To Elect Members Of County Council; To Authorize The County Administrator And Other County Officials To Take Any Necessary Actions To Effectuate The Purposes Of This Ordinance; And To Adopt Other Matters Related Thereto. - ***Passed 7-0 at the November 8, 2021 County Council Meeting. - John DuBose/Redistricting Study Committee Chair Brian Carnes***

This item was not discussed during the Council meeting; however, Dennis Marstall provided Council with updated information regarding the Redistricting process. He explained that the consultant that is conducting the bi-variate study should complete the study within the next two weeks and then provide a report so that Council can determine if the maps need to be adjusted.

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the 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. One Economic Development Discussion: Project Alpine 2. SC Code 30-4-70(a)(5).

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

Terry Graham moved to go into Executive Session. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Honeycutt. At approximately 7:27 p.m., Council went into Executive Session to discuss the following items: (1) one economic development discussion for Project Alpine 2, pursuant to South Carolina Code 30-4-70(a)(5); and (2) receipt of legal advice concerning a possible settlement of a legal claim, pursuant to South Carolina Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 7:53 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Billy Mosteller. Motion Passed 6-0.; Absent: Honeycutt.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council received a briefing on one economic development discussion for Project Alpine 2 and received legal advice concerning a possible settlement of a legal claim. He also noted that, during Executive Session, no votes were taken and no decisions were made.

Brian Carnes moved to authorize the County Administrator to execute settlement documents and take other actions needed for the County's participation in two nationwide opioid settlement agreements, the Distributors Settlement and the Janssen Settlement, and to deliver executed settlement documents to outside counsel to be held in escrow pending outside counsel negotiating with the Attorney General for a more favorable allocation of settlement funds to local subdivisions in excess of the fifteen percent (15%) distribution under the nationwide default provisions. Seconded by Charlene McGriff.

Allen Blackmon recused himself from the vote regarding the potential settlement documents for the nationwide opioid settlement agreements. His Statement of Recusal is attached as Schedule A to the written minutes in the Clerk to Council's office. He left Chambers at approximately 7:54 p.m.

Motion Passed 5-0.; Absent: Honeycutt; Abstain: Blackmon

Allen Blackmon returned to Chambers and rejoined the Council meeting at approximately 7:55 p.m.

Adjournment

Brian Carnes moved to adjourn the Council meeting. Seconded by Charlene McGriff. The motion to adjourn Passed 6-0.; Absent: Honeycutt. There being no further business, the regular meeting of Council adjourned at approximately 7:55 p.m.

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Approve or amend the minutes from the December 15, 2021 County Council Committee Of The Whole meeting.

Points to Consider:

The draft minutes from the December 15, 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 12-15-2021 Committee of the Whole Meeting	1/6/2022	Backup Material

Council Members

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

**County Administrator**

Dennis Marstall

County Attorney

John K. DuBose III

Clerk to Council

Sherrie Simpson

December 15, 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

Council Members present: Allen Blackmon, Brian Carnes, Terry Graham, Larry Honeycutt, Charlene McGriff (*who left the meeting early at approximately 5:37 p.m.*) and Billy Mosteller.

Council Members absent: Steve Harper.

Staff Members/Others present: Dennis Marstall, County Administrator; Sherrie Simpson, Clerk to Council; John DuBose, County Attorney; Rox Burhans, Development Services Director; Kim Belk, Budget Director; Jeff Catoe, Public Services Director; Jamie Gilbert, Economic Development Director; Clay Catoe, EMS Director; Hal Hiott, Parks and Recreation Director; Darren Player, Fire and Emergency Services Director; Sheriff Barry Faile, Lancaster County Sheriff's Office; various Department Heads; various staff and citizens.

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

Call to Order - Vice-Chair Brian Carnes

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

Welcome and Recognition - Vice-Chair Brian Carnes

Vice-Chair Brian Carnes welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Billy Mosteller

Billy Mosteller led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Charlene McGriff moved to approve the agenda. Seconded by Larry Honeycutt.

Allen Blackmon moved to amend the agenda by reordering the Discussion and Action Items to place Item **6a. (Review of Impact of Growth on County Operations and Begin Vision for Growth Process)** at the end of the Discussion and Action Items. Seconded by Charlene McGriff. The motion to amend Passed 6-0.; Absent: Harper

The motion to approve the agenda as amended Passed 6-0.; Absent: Harper

Dennis Marstall explained that Council had three handouts at their seats: (1) the Fiscal Year 2022-2023 Budget Calendar, which is attached as Schedule A to the written minutes in the Clerk to Council's office; (2) the Major Projects Update to Council, December 15, 2021, which is attached as Schedule B to the written minutes in the Clerk to Council's office; and (3) the Budget Monitoring Report, Month of November 2021, which is attached as Schedule C to the written minutes in the Clerk to Council's office.

Citizens Comments

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

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

Discussion and Action Items

UDO Interim Ordinance - Rox Burhans

Rox Burhans explained the need for obtaining a Unified Development Ordinance (UDO) Interim Ordinance and the process for obtaining one. He used the County's power point presentation to outline this information for Council and that County power point presentation is attached to the written minutes in the Clerk to Council's office.

Council and staff discussed whether the Interim Ordinance would be more user friendly, whether the new districts would interact with the existing districts, the approval process for rezonings and master plan developments, residential parking and the time frame for obtaining the Interim Ordinance.

Jim Wilson Road Potential Development Project - Rox Burhans

Rox Burhans reviewed the proposed Jim Wilson Road project by using the County power point attached to the written minutes in the Clerk to Council's office. He explained that the project was a unique one and he provided and reviewed a one page handout for Council entitled, "Jim Wilson Road Assemblage Master Plan," which is attached as Schedule D to the written minutes in the Clerk to Council's office.

Council and staff discussed potential traffic issues, potential noise issues, potential issues with only one ingress and egress point, the distance from the gun range to the development and whether the development would be subject to Impact Fees, which it would.

Mark Kime, with Land Design Company, spoke on behalf of the developers for the project. He discussed the challenges for the site and explained that they had done decibel testing at the site due to the gun range. He also discussed the storage buildings and buffers that would block some of the noise from the gun range. He and Council discussed connectivity for the project and connectivity in general.

UDO Rewrite Stakeholder Committee - Rox Burhans

Rox Burhans provided and reviewed a one page handout entitled, "Lancaster County Unified Development Ordinance Stakeholder Committee," which is attached as Schedule E to the written minutes in the Clerk to Council's office.

Council and staff discussed how the South Carolina Department of Transportation could be included in the process.

Review of Impact of Growth on County Operations And Begin Vision for Growth Process - Dennis Marstall

Dennis Marstall reviewed a Power Point presentation entitled, "Lancaster County - Impact of Growth, Committee of the Whole, December 15, 2021," which is attached as Schedule F to the written minutes in the Clerk to Council's office.

Council and staff discussed the need to obtain data in all areas for North of Highway 5 versus South of Highway 5, the loss of light industrial land, how to guide growth below Highway 5, the possibility of dis-incentivizing growth in Indian Land, the need to obtain statistics year by year, the need to obtain data from departments on a regular basis, whether the roads in Sun City belong to the County, the need to compare Lancaster County's statistics to other Counties, the need for more expenditure per capita for Parks and Recreation and the need to focus on the value of a mil.

Charlene McGriff left the meeting early at approximately 5:37 p.m. and did not return for the remainder of the Council meeting.

Citizen Comments

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

Adjournment

Larry Honeycutt moved to adjourn the Committee meeting. Seconded by Terry Graham. The motion to adjourn Passed 5-0.; Absent: Harper, McGriff. There being no further business, the Committee of the Whole meeting adjourned at approximately 5:38 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1788

Contact Person / Sponsor: John DuBose- County Attorney

Department: Administration

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Whether to grant the City of Lancaster two fifteen foot (15') wide permanent utility easements so that the City of Lancaster can provide water and sewer service to the Air Rail Industrial Park.

Points to Consider:

The easement grants will allow the City of Lancaster to provide water and sewer services to lots 4, 5 and 6 in the Air Rail Park. Water and sewer infrastructure is necessary for marketing and development of the Air Rail Park parcels.

A temporary construction easement will also be granted to allow for installation of the utilities.

The easements and the plat exhibit are included in the agenda materials.

An aerial image of the air rail park with the location of the improvements is also included in the agenda package as additional background material.

Funding and Liability Factors:

Not applicable.

Council Options:

Approval or disapproval of the Ordinance.

Recommendation:

Approve the Ordinance authorizing the permanent utility easement grants to City of Lancaster.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1788	11/18/2021	Ordinance
Exhibit A to Ordinance 2021-1788 Easement Agreement	11/18/2021	Exhibit
Exhibit to Easement Agreement - PLAT	11/11/2021	Exhibit
Background Material- Aerial image- Waterline Extension	11/11/2021	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021 - 1788

AN ORDINANCE

TO APPROVE EASEMENT GRANTS TO THE CITY OF LANCASTER UPON REAL PROPERTY OWNED BY LANCASTER COUNTY BEARING TAX PARCEL NUMBER 0066-00-040.00 AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS ARE NECESSARY TO EFFECTUATE THE GRANT OF THE EASEMENTS AND TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County (the “County”) owns land at tax parcel number 0066-00-040.00 containing the Lancaster Air Rail Park.
- (2) City of Lancaster (the “City”) has received RIA funding to install new water and sewer lines in the Air Rail Park, allowing the City to provide water and sewer utility services to lots 4, 5, and 6 in the Air Rail Park.
- (3) The City requires fifteen foot (15’) wide permanent utility easements along the Air Rail Park property lines and along Highway 9 for the placement of the new water and sewer lines.
- (4) The County desires to grant utility easements rights over a portion of the County property so the City may construct and maintain a permanent water and sanitary sewer system.
- (5) The easement grants are in the best interest of the County and is in furtherance of the development and improvement of a County asset.
- (5) It is the purpose of this ordinance to approve utility easement grants from the County to the City.

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

Council authorizes and approves the grant of the easements to the City for the construction, management, and maintenance of a permanent water and sanitary sewer system over and upon Tax Map No. 0066-00-040.00 as described in Section 1.

The form of the Easement instrument is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the easements are incorporated herein by reference as if the easements were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the Easement instrument on behalf of the County. By adoption of this

ordinance, Council approves the easement instrument and all its terms, provisions and conditions. The easement instrument is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the easement instrument, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Easement instrument attached to this ordinance.

Section 3. Authority to act.

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

Section 4. Severability.

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

Section 5. Conflicting provisions.

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

Section 6. Effective date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	November 22, 2021
Second Reading:	December 13, 2021
Public Hearing:	December 13, 2021
Third Reading:	January 10, 2022

Approved as to form:

John DuBose, County Attorney

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Exhibit A to Ordinance No. 2021-1788

**Air Rail Park Waterline Expansion Easement Agreement
Lancaster County to City of Lancaster**

Tax Map No. 0066-00-040.00

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

GRANT OF UTILITY EASEMENTS

A 15 Foot (15') Wide Permanent Utility Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,169.52 feet (368.36' + 301.93' + 499.23'), more or less,
AND
A 15 Foot (15') Wide Temporary Construction Easement measuring a total of fifteen feet (15') across for an aggregate distance of 1,168.77 feet (382.71' + 301.32' + 484.74'), more or less,

TOGETHER WITH:

37

Portions of Tax Parcel No. 0066-00-040.00

These easements in and to the above-described premises is for the exclusive use by Grantee for constructing and maintaining a permanent water and sanitary sewer system and such related uses as may become necessary or advisable in creating, managing, and maintaining its water lines and sanitary sewer. For such purposes, the Grantor hereby Grants to the Grantee the right to excavate, remove asphalt, and any other offending structures or surfaces, and any and all other structures or surfaces that Grantee in its sole discretion finds advisable is the use and maintenance of the its sanitary sewer system, and to relocate, at Grantee's expense, any and all utility lines upon such property.

The within described easements are conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restriction, if any, are not intended to be reimposed hereby.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise appertaining.

And the Grantor, does hereby bind itself, it heirs, executors, administrators, and assigns to warrant and forever defend, all and singular the above-described easement in and to the said premises unto the said Grantee, its heirs and assigns against Grantor's heirs, executors, administrators and assigns and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

<Remainder Of Page Intentionally Left Blank; Signature Page Follows>

WITNESS my hand and seal this _____ day of _____, 2021.

Signed, sealed and delivered in the
presence of these witnesses:

_____	)	COUNTY OF LANCASTER,
	)	SOUTH CAROLINA
	)	
	)	
_____	)	_____
	)	BY:
	)	ITS:

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

PERSONALLY appeared before me _____ and made
oath that he or she along with the other witness saw the within named Grantor sign, seal, and as
his or her act and deed deliver the within-written Easements.

SWORN TO before me this _____
day of _____, 2021.

Notary Public for South Carolina
My Commission expires: _____

GENERAL NOTES

1. BEARINGS AND DISTANCES SHOWN ARE BASED ON RECORDED INFORMATION: DEED BOOK 706, PAGE 291 AND PLAT BOOK 2012, PAGE 608.

2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN INTERNATIONAL FOOT.

3. AREA COMPUTED BY COORDINATE GEOMETRY.

4. THIS MAP WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY AND MAY BE SUBJECT TO EASEMENTS, COVENANTS, RESTRICTIONS, AND OTHER MATTERS EITHER RECORDED OR IMPLIED.

5. THE COORDINATE SYSTEM FOR THIS PROJECT IS BASED ON S.C. N.A.D. 83 (N.S.R.S. 2011). THE INITIAL POSITIONS WERE DETERMINED WITH A REAL TIME KINEMATIC GPS UNIT USING THE SOUTH CAROLINA GEODETIC SURVEY REAL TIME NETWORK, AND WERE TIED TO THE FOLLOWING N.G.S. MONUMENT: "EA 20". N:1039448.30', E:2049692.14'

6. THE INITIAL STATE PLANE POSITIONS FOR THIS PROJECT WERE SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF A COMBINED GRID FACTOR OF 0.99993520 AT THE LOCATION OF N:1049786.77', E: 2047013.07'.

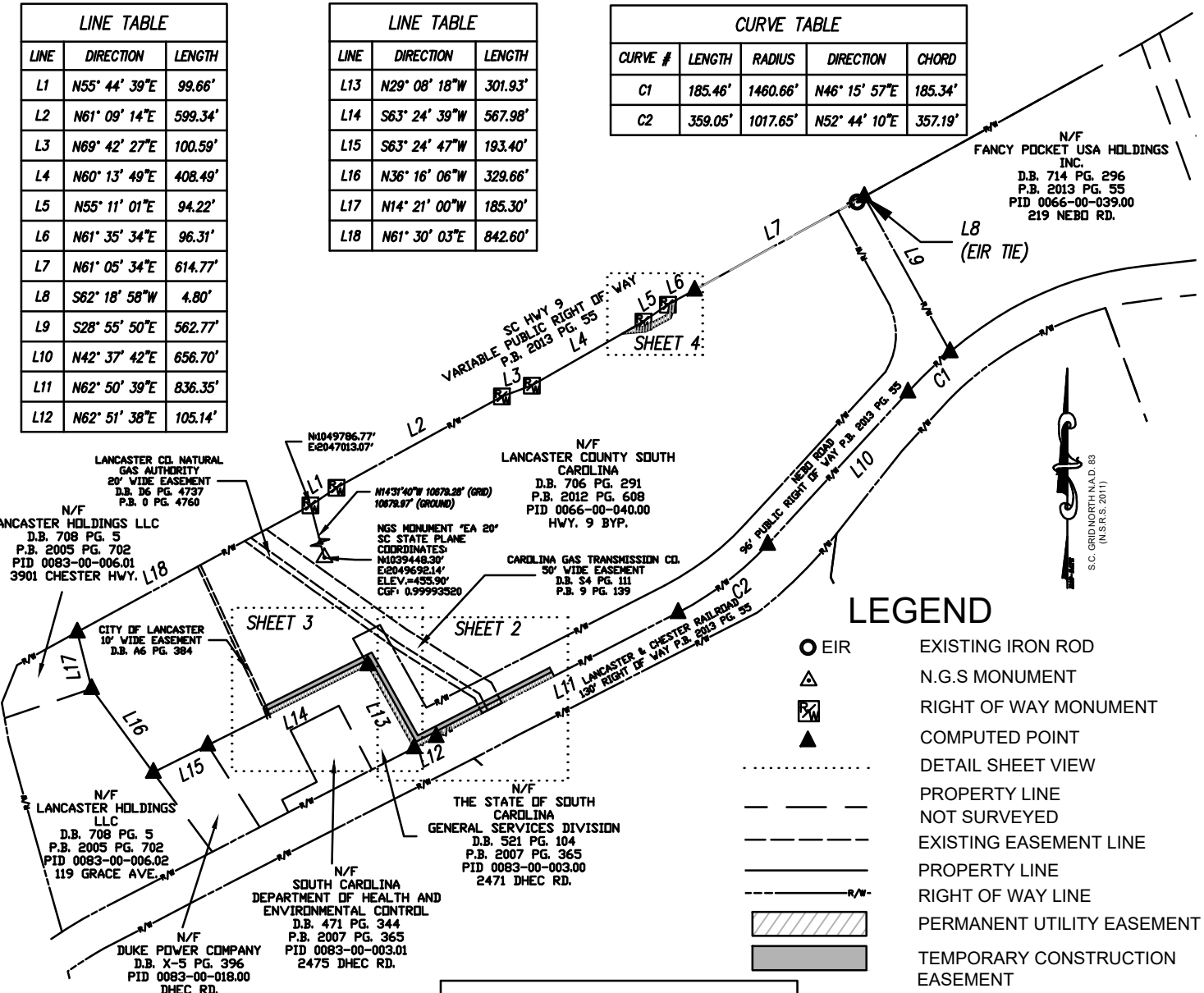
7. TOTAL AREA OF- 2,056,019 SQUARE FEET, 47.120 ACRES

7.1. TEMPORARY CONSTRUCTION EASEMENT AREA OF- 17,316 SQUARE FEET, 0.398 ACRES

7.2. PERMANENT UTILITY EASEMENT AREA OF- 20,188 SQUARE FEET, 0.463 ACRES

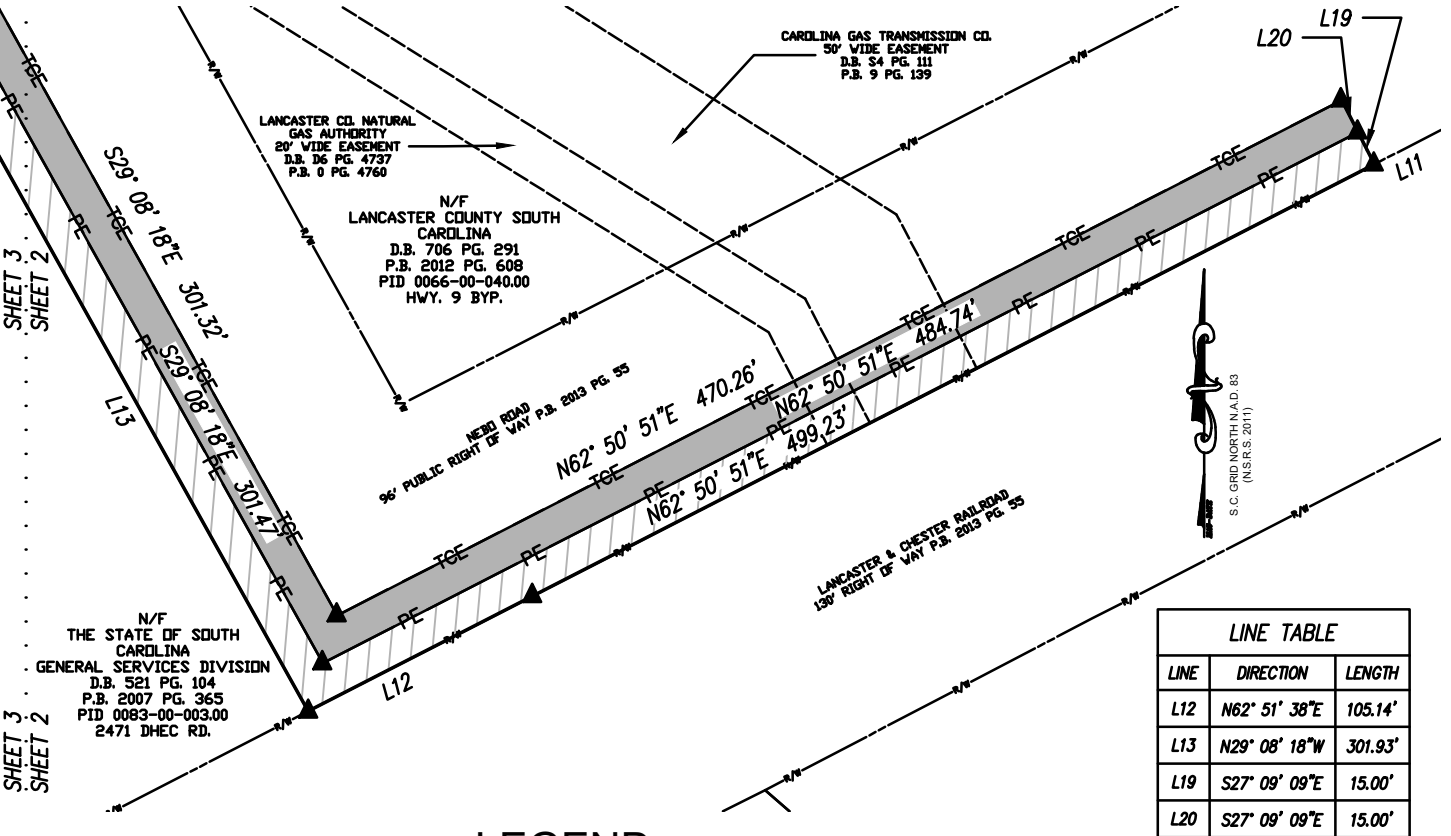
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- ABBREVIATIONS

N.G.S. NATIONAL GEODETIC SURVEY
N/F NOW OR FORMERLY
P.B. PLAT BOOK
D.B. DEED BOOK
PG. PAGE
NAD NORTH AMERICAN DATUM
CGF COMBINED GRID FACTOR



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LINE TABLE		
LINE	DIRECTION	LENGTH
L12	N62° 51' 38"E	105.14'
L13	N29° 08' 18"W	301.93'
L19	S27° 09' 09"E	15.00'
L20	S27° 09' 09"E	15.00'

LEGEND

- ▲ COMPUTED POINT
- MATCHLINE
- PROPERTY LINE NOT SURVEYED
- - - EXISTING EASEMENT LINE
- PROPERTY LINE
- - - R/W - RIGHT OF WAY LINE
- [Hatched Box] PERMANENT UTILITY EASEMENT
- [Solid Grey Box] TEMPORARY CONSTRUCTION EASEMENT

- PE — PERMANENT UTILITY EASEMENT
- - TCE - - TEMPORARY CONSTRUCTION EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

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DocuSigned by: 7/30/2021
J. TIMOTHY THOMAS, SC PLS 28148



STEWART
101 N TRYON ST. STE 1400
CHARLOTTE, NC 28202
T 704.334.7525

FORM LICENSE # C-1051(NC)
GC-1882 (SC)
www.stewartinc.com
PROJECT # G21002

Vicinity Map: NOT TO SCALE

NEARBY ADDRESS: 2471 DHEC RD.

Project No: G21002 Ref No: --

Scale: 1" = 80' Date: 07-30-2021

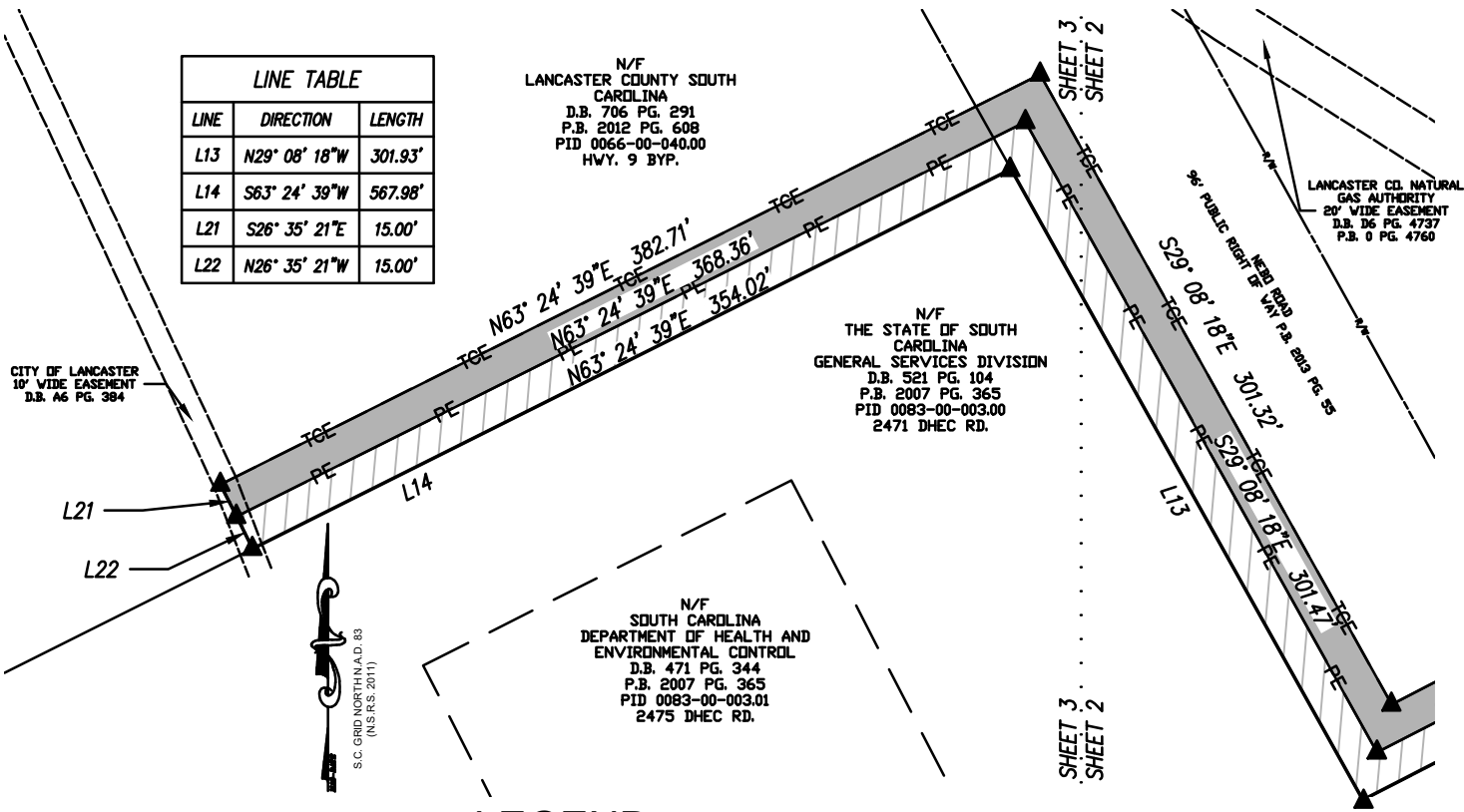
Drawn By: WJT Drawing No:

Checked By: NJB **2 OF 4**

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT
LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY,
LANCASTER, SC

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LEGEND

▲ COMPUTED POINT

..... MATCHLINE

— — — — — PROPERTY LINE NOT SURVEYED

— — — — — EXISTING EASEMENT LINE

— — — — — PROPERTY LINE

— — — — — RIGHT OF WAY LINE

PERMANENT UTILITY EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

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STEWART

101 N TRYON ST. STE 1400
CHARLOTTE, NC 28202
T 704.334.7525

FIRM LICENSE # C-1051(NC)
CO-1882 (SC)
WWW.STEWARTINC.COM
PROJECT # G21002

Vicinity Map: NOT TO SCALE

NEARBY ADDRESS: 2471 DHEC RD.

Project No: G21002 Ref No: --

Scale: 1" = 80' Date: 07-30-2021

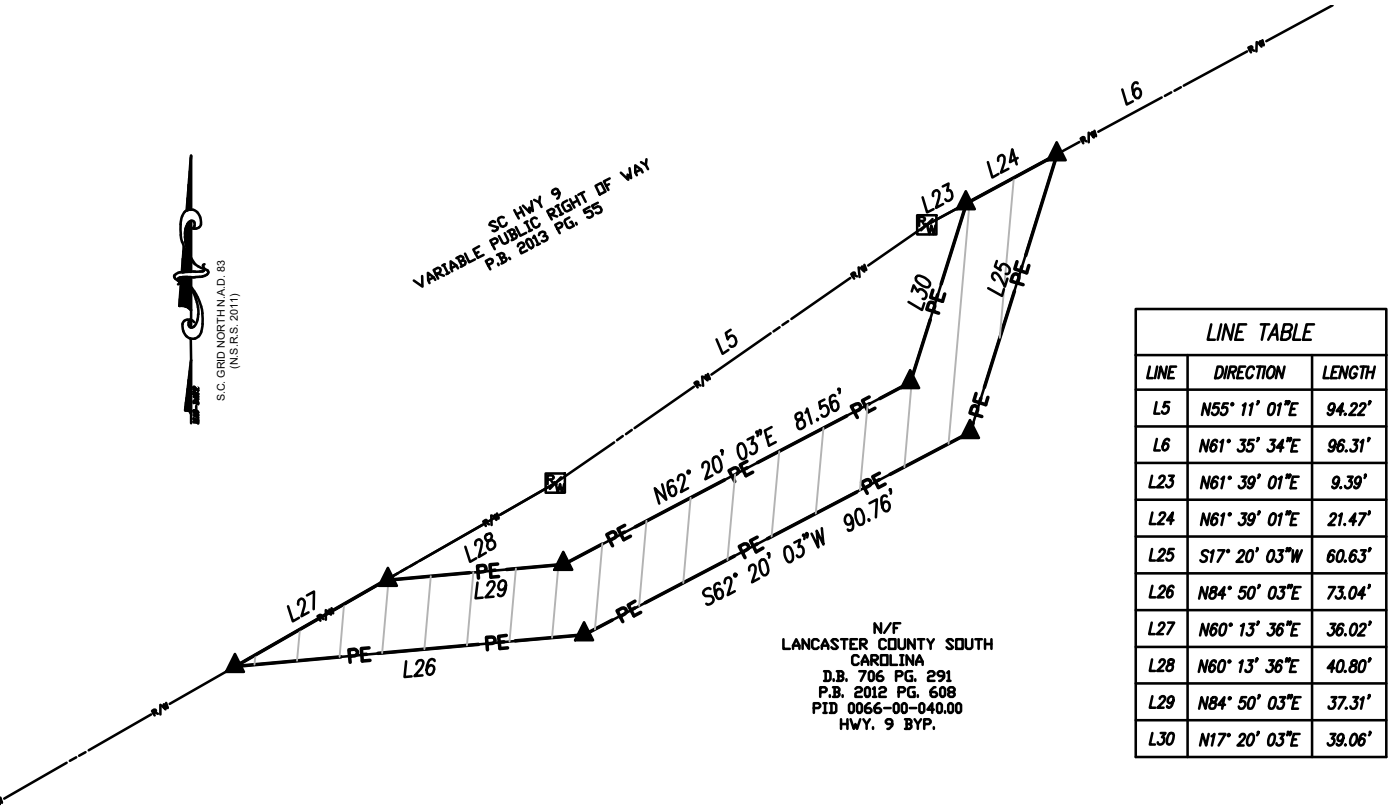
Drawn By: WJT Drawing No:

Checked By: NJB **3 OF 4**

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT
LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY,
LANCASTER, SC

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LEGEND

- RIGHT OF WAY MONUMENT
- COMPUTED POINT
- RIGHT OF WAY LINE
- PERMANENT UTILITY EASEMENT
- PERMANENT UTILITY EASEMENT

THE PURPOSE OF THIS PLAT IS TO RECORD THE PERMANENT EASEMENT.

ABBREVIATIONS

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DocuSigned by: 7/30/2021
J. TIMOTHY THOMAS, SC PLS 28148



Vicinity Map: NOT TO SCALE

CHESTER HWY. (9)

GRACE AVE.

RIVERSIDE RD.

MEETING ST.

SITE

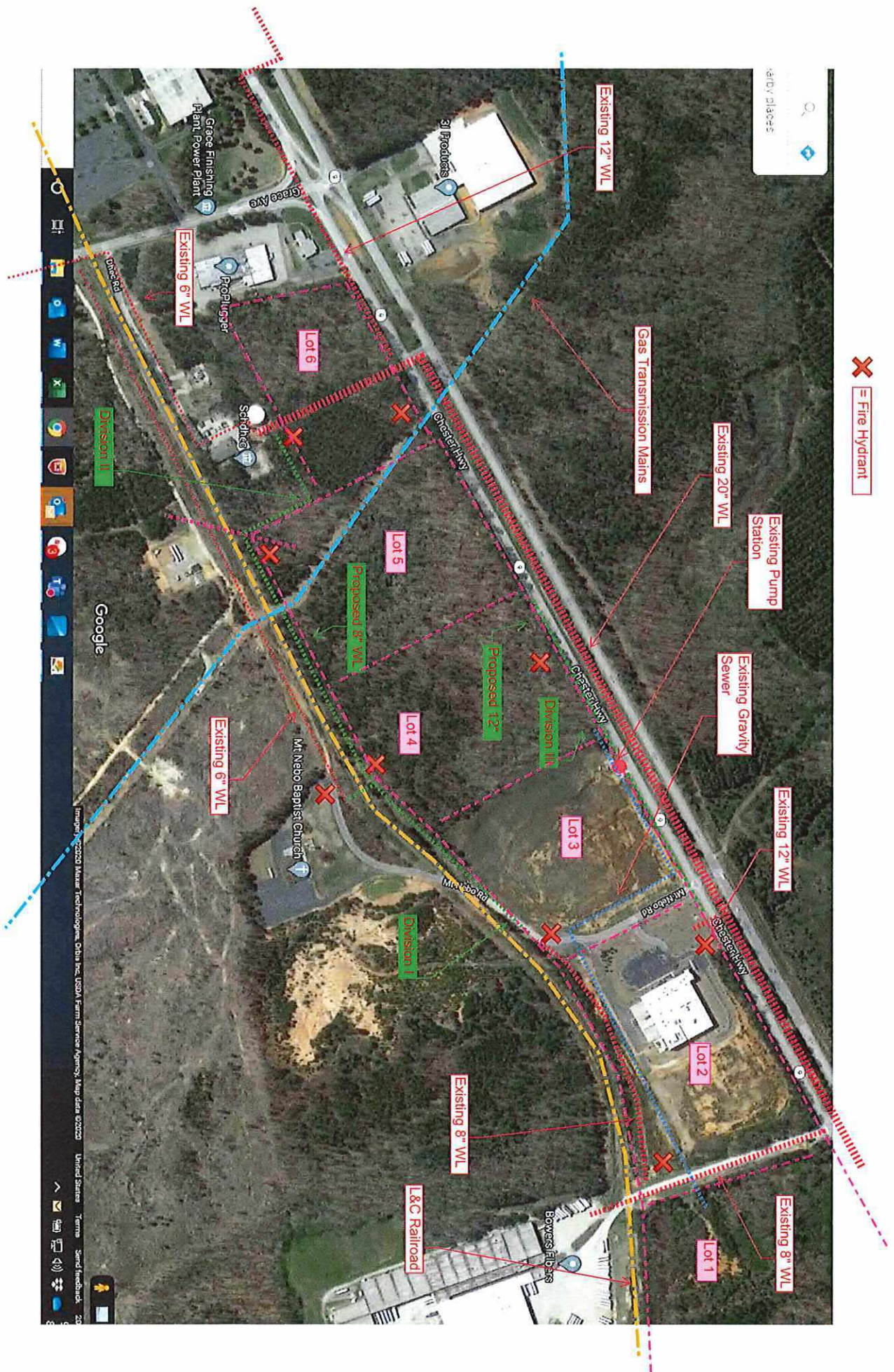
NORTH

NEARBY ADDRESS: 2471 DHEC RD.

Project No: G21002	Ref No: --
Scale: 1" = 40'	Date: 07-30-2021
Drawn By: WJT	Drawing No: 4 OF 4
Checked By: NJB	

LANCASTER AIR RAIL PARK
WATER & SEWER EASEMENT

LANCASTER COUNTY
CANE CREEK TOWNSHIP, LANCASTER COUNTY,
LANCASTER, SC



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1768 / Planning Case Number: RZ-2021-2327

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Application by William and Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM# 0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.

Points to Consider:

The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south. Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

Funding and Liability Factors:

N/A

Council Options:

To approve or disapprove the proposed rezoning.

Recommendation:

Planning Commission unanimously recommended **approval** at its November 16, 2021 meeting. There was no substantive discussion amongst the Commission, and no one from the public spoke in favor or in opposition to the rezoning.

Staff also recommended approval of the rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1768	11/29/2021	Ordinance
Staff Report	11/9/2021	Planning Staff Report
Ex 1: Application	11/9/2021	Exhibit
Ex 2: Location / Zoning Map	11/9/2021	Exhibit
Ex 3: Comparison of NB and GB Districts	11/9/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1768

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 2.07 ACRE PARCEL OF PROPERTY (TMS# 0061P-0D-003.00), LOCATED AT 327 MONROE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO GB, GENERAL 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) William and Blanca Cox applied to rezone a 2.07 acre, more or less, parcel of property located at 327 Monroe Highway, Lancaster, South Carolina (TMS # 0061P-0D-003.00) from LDR, Low Density Residential District, to GB, General Business District.

(b) On November 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) Pursuant to the Comprehensive Plan, the Future Land Use Category of the subject properties is Urban, which corresponds to the following Community Type:

The Community Type “Walkable Neighborhood” is synonymous with the Place Type “Mixed-Use Neighborhood.” This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development

The requested General Business District is consistent with the Comprehensive Plan and existing property uses in the general vicinity.

Section 2. Rezoning.

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

Tax Map No. 0061P-0D-003.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Public Hearing: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

PROPOSAL:	Request to rezone approximately 2.07 acres of property
PROPERTY LOCATION:	327 Monroe Highway (TM# 0061P-0D-003.00)
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	General Business (GB) District
APPLICANT:	William and Blanca Cox
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has requested to rezone the 2.07-acre parcel on the west side of Monroe Highway from Low Density Residential (LDR) District to General Business (GB) District.

Site Information

The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

Non-Conformance Status

The use of the subject parcels is currently non-residential (vehicle sales), which is non-conforming for the current district. If the rezoning to GB were to be approved, then these existing structures and their associated use would become conforming.

Summary of Adjacent Zoning and Uses

The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family Residential
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB	Blackmon Auction Company; Vacant
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current 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."

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

Compatibility with Surrounding Area

The subject parcel is surrounded by other parcels currently zoned either LDR or GB District. The requested GB District is intended to reestablish commercial zoning on the parcel where it previously existed, and would be consistent with the established use of the parcel.

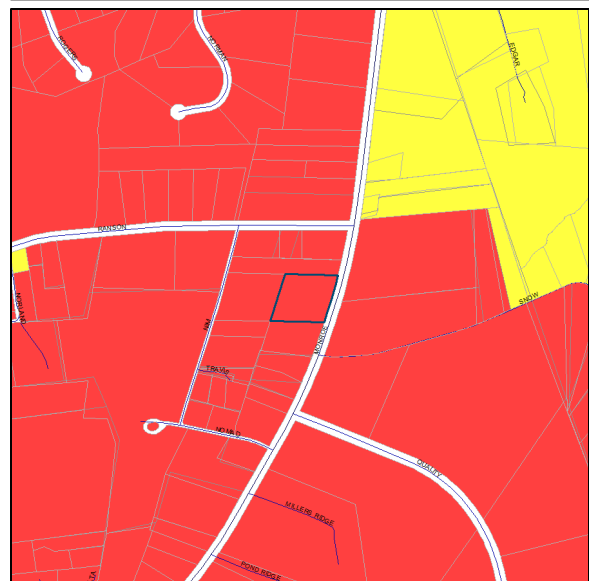
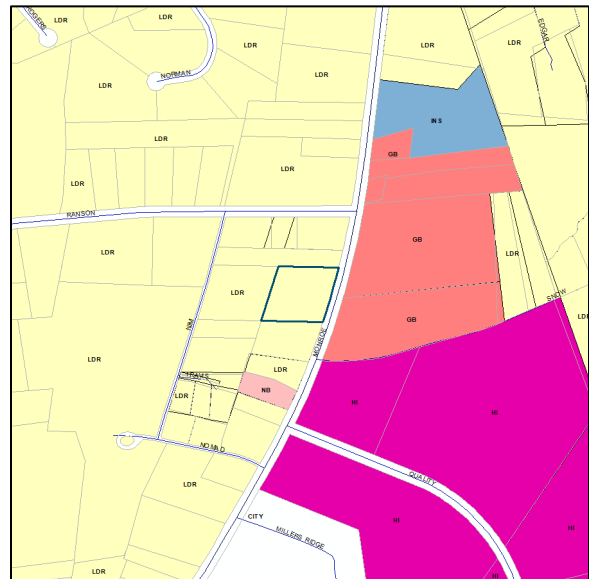
Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

While the rezoning of the subject property to GB District would be consistent with the established zoning on the opposite side of Monroe Highway (previously B-3, General Commercial District), a rezoning to Neighborhood Business (NB) District would be more consistent with the prior B-2 zoning of the subject parcel while still allowing for a commercial use on the parcel. There are several uses that may be permissible within the GB District that are not permissible within the NB District, such as: alcoholic beverage sales store, bar/tavern/brew pub, day treatment center, halfway homes, hotel/motel, mini-storage, outdoor storage yard, and pawnshops. One item of note to consider, however, is that the most recent use of the subject parcel, vehicle rental/leasing/sales, is a permissible use within the GB District, but is not allowable within the NB District.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Urban, which corresponds to the Walkable Neighborhood with Additional Intensity Community Type, which the Comprehensive Plan describes as follows:



The Community Type “Walkable Neighborhood” is synonymous with the Place Type “Mixed-Use Neighborhood.” This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development.

The Comprehensive Plan further establishes several possible land use considerations representing typical development in this Community Type which are depicted in the table below.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The applicant has not indicated any specific use for the property. Should a future use-specific site plan submittal for this parcel create more than 50 peak hour trips to or from this location, then a TIA would be required to be provided as part of that future site plan submittal.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water and sewer to the property.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and adjacent parcels



Looking south along Monroe Highway with subject parcel to the right



Looking west across Monroe Highway at subject parcel



Looking northeast from Monroe Highway across from subject parcel

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 2.07 acres (TM# 0061P-OD-003.00) from Low Density Residential (LDR) District to General Business (GB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0061P-OD-003.00;
2. That the subject parcel is currently zoned LDR District, and is proposed to be rezoned GB District;
3. That the subject parcel has a Future Land Use Category of Urban, and a Community Type of Walkable Neighborhood with Additional Intensity;
4. That prior to 2016 the subject parcel was zoned B-2 (Community Business District); and
5. That GB District zoning exists on the east side of Monroe Highway; and NB District zoning exists approximately 400 feet south of the subject parcel.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Comparison of NB and GB District Uses

STAFF CONTACT:

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

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 327 Monroe Hwy, Lancaster, SC
City Lancaster State SC Zip 29720 Tax Parcel ID 0061P-0D-003-00
Current Zoning LDR Current Use Used Car lot
Proposed Zoning Gen. Business Total Acres 2
Project Description General Business

Surrounding Property Description Residential / Business

CONTACT INFORMATION

Applicant Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-0626
Fax _____ Email chickeis10@frontier.com
Property Owner Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-289-5287
Fax _____ Email chickeis10@frontier.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.

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

2. Planning Commission

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

3. County Council

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

DEED DRAWN BY
BLACKWELL TRIMNAL REEVES MYERS, LLC

2012012760

DEED	
RECORDING FEES	\$10.00
STATE TAX	\$98.80
COUNTY TAX	\$41.80
PRESENTED & RECORDED:	
09-27-2012	01:50 PM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: SHANA HIGGINS RS1	
BK: DEED 689	
PG: 78-80	

State of SOUTH CAROLINA)
)
County of LANCASTER)

TITLE TO REAL ESTATE

RECORDED THIS 1st DAY
OF OCTOBER, 2012
IN BOOK 2012 PAGE D-1

LANCASTER COUNTY ASSESSOR
Tax Map:
0061P 0D 003 00

Charles A. Morgan

Auditor, Lancaster County, SC

Know All Men by These Presents, That in Dennis Edwin Donahue and Kimberly Jo Donahue, the State aforesaid, for and in consideration of the sum of Thirty Eight Thousand and no/100ths (\$38,000.00) Dollars to them in hand paid at and before the sealing and delivery of these Presents, by William Q. Cox and Blanca I. Cox, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents does grant, bargain, sell and release unto the said **William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple**, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land together with any and all improvements thereon, lying, being situate, Lancaster County, South Carolina, and being more particularly described as Lot Nos. Nine (9), Ten (10) and Eleven (11) on plat of survey prepared by T. W. Secrest Surveyor dated February 4, 1939 recorded in the Register of Deeds Office for Lancaster County, South Carolina in Plat Book 1 Page 77. Reference to said plat is craved for a more minute description as to metes and bounds.

Being property conveyed to Dennis Edwin Donahue and Kimberly Jo Donahue by Deed recorded September 26, 2007 in Deed Book 424 Page 193 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 61P-D-3.00

Grantee's Address: 124 Brightland Run, Monroe, NC 28110

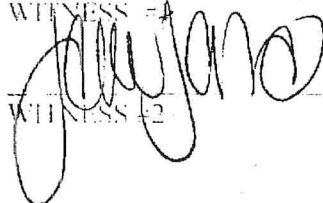
TOGETHER with all and singular, the Rights, Members, Hereditaments, Appurtenances and Improvements to the said Premises belonging, or in anywise incident or appertaining.

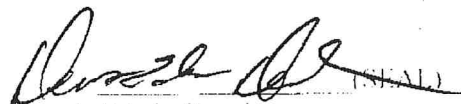
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

And Dennis Edwin Donahue and Kimberly Jo Donahue does hereby bind themselves and their Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said William Q. Cox and Blanca I. Cox as hereinabove provided against them and their Heirs, and any person or person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Dennis Edwin Donahue and Kimberly Jo Donahue have caused these presents to be executed in their names this 26 day of September, 2012, and in the Two Hundred Thirty Seventh year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS #1

WITNESS #2


Dennis Edwin Donahue

Kimberly Jo Donahue

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kern

On September 21, 2012 before me, L. Beck Notary Public
(Here insert name and title of the officer)

personally appeared Dennis Edwin Donahue and Kimberly Jo Donahue

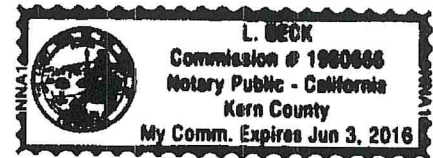
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Beck
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement statement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date 9/21/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Proposal:

Request to rezone from
LDR to GB

Legend:



Subject Property



City Limits



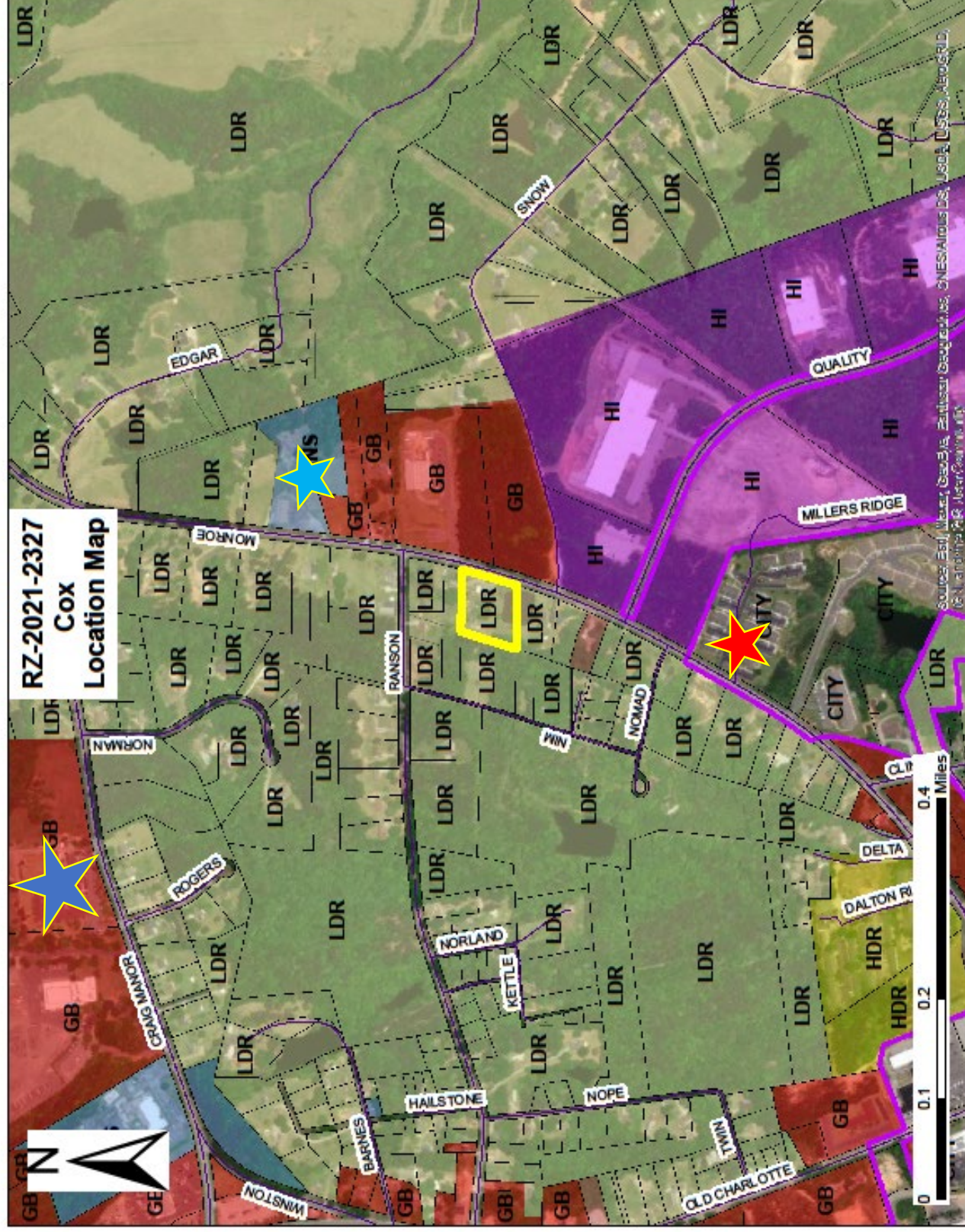
White Oak Manor



Millers Ridge Apartments



Northside Baptist Church



		NB	GB
RESIDENTIAL	Halfway Homes	-	SE
	Live-Work Units	PR	-
	Residential Care Facilities (6 or more residents)	PR	PR
LODGING	Bed and Breakfast Homes (up to 8 rooms)	PR	-
	Bed and Breakfast Inn (up to 12 rooms)	PR	-
	Hotel/Motel	-	P
OFFICE/SERVICE	ATM	P	P
	Banks, Credit Unions, Financial Services	P	P
	Business Support Services	P	P
	Dry Cleaning and Laundry Services	P	P
	Funeral Homes	P	P
	Kennels, Indoor	PR	PR
	Medical Clinic	PR	PR
	Personal Services	P	P
	Post Office	P	P
	Professional Services	P	P
	Small Equipment Repair/Rental	-	P
	Veterinary Clinic	P	P
COMMERCIAL/ENTERTAINMENT	Alcoholic Beverage Sales Store	-	P
	Amusements, Indoor	-	P
	Bar/Tavern/Brew Pub	-	CU
	Brewery	-	P
	Food Truck	-	PR
	General Commercial	PR-	PR
	Outside Sales	PR	PR
	Outside Sales, Sidewalk Sales	PR	PR
	Pawnshops	-	PR
	Restaurant	CU	PR
	Shooting Range, Indoor	-	PR
	Theater, Indoor Movie or Live Performance	-	P
CIVIC	Cemetery	PR	PR
	Conference/Convention Center	-	P
	Cultural or Community Facility	P	P
	Event Venue/Banquet Hall	PR	PR
	Places of Assembly	PR	PR
	Private Recreation Facilities	PR	PR
	Public Recreation Facilities	PR	PR
	Public Safety Station	P	P

		NB	GB
EDUCATIONAL/INSTITUTIONAL	Child/Adult Day Care Home (5 or fewer persons)	PR	PR
	Child/Adult Day Care Home (6 or more persons)	PR	PR
	Community Support Facility	-	PR
	Day Treatment Center	-	PR
	Operations, Maint., and Fleet Service Facility	-	PR
	Schools – Elementary and Secondary	CU	CU
	Schools – Vocational/Technical	P	P
AUTOMOTIVE	Studio – Art, dance, martial arts, music	P	P
	Drive-Thru/Drive-In Facility	CU	PR
	Electric Vehicle Charging Stations	PR	PR
	Parking Lot/Structure – Principal Use	-	PR
	Vehicle Rental/Leasing/Sales	-	PR
	Vehicle Services – Minor Maintenance/Repair	CU	CU
	Vehicle Services – Major Repair/Body Work	-	CU
INDUSTRY/WHOLESALE/STORAGE	Artist Studio/Light Manufacturing Workshops	-	P
	Mining - Minor Surface Resource Extraction	-	PR
	Research and Development Facilities	-	P
	Storage – Outdoor Storage Yard	-	PR
	Storage – Self Service (Mini)	-	PR
AGRICULTURE	Storage – Warehouse Indoor	-	CU
	Agricultural Support Services/Nurseries	P	P
	Apiculture (Bee Keeping)	P	-
	Commercial Stables	P	P
	Farmer's Markets and Roadside Stands	PR	PR
	Forestry	-	P
	Gardens (Community and Private)	P	P
INFRASTRUCTURE	Geothermal Energy Systems	PR	PR
	Solar Energy Systems	PR	PR
	Utilities – Class 1	P	P
	Utilities – Class 2	P	P
	Wireless Communication Facility (Concealed)	PR	PR
	Wireless Communication Facility (Up to 60.00')	PR	PR

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1790

Contact Person / Sponsor: John DuBose- County Attorney

Department: Administration

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Whether to terminate the imposition and collection of fire protection rates and charges in the Preserve at Tree Tops Development.

Points to Consider:

By passage of Ordinance No. 2021-1770, County Council provided for the establishment of the Van Wyck Fire Protection District.

Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars (\$90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills.

By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 ("Development Agreement").

Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills.

The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.

It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges in 2022. Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

Funding and Liability Factors:

The rates and charges for the Preserve at Tree Tops are duplicative of the rates and charges of the Van Wyck Fire Protection District and should be terminated so that residents of the Preserve at Tree Tops will not face duplicate charges in 2022.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District. The balance to be transferred from the Preserve at Tree Tops into the Van Wyck Fire Protection District fund will be approximately \$132,553. This balance does not include the 2022 collections, as these bills were just mailed.

Lancaster County terminated existing community based fire districts upon the creation of both the Indian Land Fire District and the Pleasant Valley Fire District.

Council Options:

Approve or disapprove of the termination of the Preserve at Tree Tops rates and charges.

Recommendation:

Approval of the Ordinance terminating the rates and charges assessed to the Preserve at Tree Tops.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1790	11/23/2021	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1790

AN ORDINANCE

TO TERMINATE THE IMPOSITION AND COLLECTION OF A PUBLIC SAFETY OR FIRE PROTECTION RATE OR CHARGE IN THE PRESERVE AT TREE TOP DEVELOPMENT EFFECTIVE UPON THE IMPOSITION AND COLLECTION OF RATES AND CHARGES IN THE VAN WYCK FIRE PROTECTION DISTRICT.

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

Section 1. Findings and Determinations; Purpose.

(A) The Council finds and determines that:

(1) By passage of Ordinance No. 2021-1770, Council provided for the establishment of the Van Wyck Fire Protection District;

(2) Within the Van Wyck Fire Protection District, there will be imposed an annual charge of ninety dollars (\$90.00) for each equivalent residential unit and for purposes of billing and collection, the annual charge will be certified by the County Assessor to the County Auditor and placed on the respective County tax bills for the affected parcels, beginning with the fall 2022 tax bills;

(3) By passage of Ordinance No. 2014-1315, Council approved a Development Agreement for the Preserve at Tree Tops development, dated December 8, 2014, and recorded with the Lancaster County Register of Deeds in Deed Book 837, Pages 146-176 (“Development Agreement”);

(4) Section 4.01C of the Development Agreement states the agreement of the Developer and County for the imposition of rates and charges for enhanced public safety services or fire protection services in the Preserve at Tree Tops development, beginning with the fall 2015 tax bills; and

(5) The area encompassing the Preserve at Tree Tops development is entirely within the boundaries of the Van Wyck Fire Protection District.

(B) It is the purpose of this ordinance to terminate the Preserve at Tree Tops rates and charges so as to avoid duplicating the Van Wyck Fire Protection District rates and charges.

Section 2. Termination of Preserve at Tree Tops Rates and Charges.

The authority for the imposition and collection of rates and charges by the County for public safety or fire protection services solely within the Preserve at Tree Tops development ends with the fall 2021 tax bills and thereafter there shall be no rates or charges imposed pursuant to that authority.

Section 3. Disposition of Preserve at Tree Tops Rates and Charges.

Monies collected from the Preserve at Tree Tops rates and charges shall be transferred to the special fund established for the Van Wyck Fire Protection District and used for the same purposes and in the same manner as rates and charges imposed and collected by the Van Wyck Fire Protection District.

Section 4. Severability.

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

Section 5. Controlling Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021

Second Reading: January 10, 2022

Third Reading: January 24, 2022

Approved as to form:

John K. DuBose III, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1792

Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development

Department: Economic Development

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Ordinance 2021-1792 approves an amendment to the 2018 Nutramax Fee Agreement. The amendment, which is also attached, is an exhibit to the ordinance. The amendment addresses which Fee Agreement (2010 or 2018) certain investments will be attributed. This is an administrative change to the agreement that was discussed with the prior resolution.

Points to Consider:

This is nothing more than an administrative change to the 2018 fee agreement and provides clarification regarding which investments are to be placed in it and which apply to the 2010 agreement.

Funding and Liability Factors:

There are no funding or liability factors.

Council Options:

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

Recommendation:

The Department of Economic Development recommends County Council approve the ordinance and first amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1792	12/5/2021	Ordinance
Exhibit A to Ordinance 2021-1792 - First Amendment to 2018 Fee Agreement - Nutramax	12/5/2021	Amendment

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1792

)

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO THE FEE AGREEMENT BY AND AMONG NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, AND NUTRAMAX LAND HOLDINGS, INC., AND LANCASTER COUNTY, SOUTH CAROLINA, DATED AS OF NOVEMBER 26, 2018.

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

Section 1. Findings and Determinations; Purpose.

A. Council finds and determines that:

1. Lancaster County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Fee in Lieu of Tax Simplification Act” or “Act”), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial enterprises within South Carolina;

2. In 2010 the County approved economic development incentives for investments to be made in the County by Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc. (collectively, the “Company” or “Nutramax”), more specifically, a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 (“2010 Incentive Agreement”), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 (“2010 Fee Agreement”), and a June 28, 2010 Infrastructure Credit Agreement, also as amended on November 10, 2015 (“2010 Infrastructure Credit Agreement”) (collectively, the 2010 Incentive Agreement, the 2010 Fee Agreement, and the 2010 Infrastructure Credit Agreement are referred to as the “2010 Agreements”);

3. In 2018, Nutramax proposed an expansion of its facilities and the County approved for the proposed expansion a Fee Agreement dated November 26, 2018 (the “2018 Fee Agreement”);

4. Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

5. Nutramax has requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017 may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

6. Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

7. Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

B. It is the purpose of this ordinance to approve an amendment to the 2018 Fee Agreement as requested by Nutramax.

Section 2. Approval of First Amendment.

Subject to the provisions of Section 4 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting in the expansion and location of an industrial or commercial facility in the State, the First Amendment to 2018 Fee Agreement Nutramax, attached hereto as **Exhibit A** and incorporated herein by reference as if the First Amendment to 2018 Fee Agreement Nutramax was set out in this ordinance in its entirety (the “**First Amendment**”), is authorized, ratified, and approved.

Section 3. Statutory Findings.

Council makes the following additional findings:

- a. The County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;
- b. The 2018 Fee Agreement, as amended by the First Amendment, is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally and is of substantial public benefit in that it encourages the Company to remain in the County and to make additional investments in the County;
- c. The 2018 Fee Agreement, as amended by the First Amendment, gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- d. The purposes to be accomplished by the 2018 Fee Agreement, as amended by the First Amendment, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;
- e. The inducement of the retention or expansion of the Company’s Project within the County and State is of paramount importance; and
- f. The benefits of the Company’s Project and the 2018 Fee Agreement, as amended by the First Amendment, to the public will be greater than the costs to the public.

Section 4. Execution and Acknowledgment of First Amendment.

The form, terms, and provisions of the First Amendment are approved. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the parties to the 2018 Fee Agreement. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer’s execution thereof to constitute conclusive evidence of such officer’s approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 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 First Amendment and the performance of all obligations of the County under and pursuant to the First Amendment.

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 _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Second Reading: January 10, 2022
Public Hearing: January 24, 2022
Third Reading: January 24, 2022

Approved as to form:

John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021-1792

**First Amendment to 2018 Fee Agreement
Nutramax**

See attached.

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**FIRST AMENDMENT TO 2018 FEE AGREEMENT
NUTRAMAX**

This FIRST AMENDMENT TO 2018 FEE AGREEMENT (this “First Amendment”) is dated as of January __, 2022 by and between NUTRAMAX MANUFACTURING, INC., NUTRAMAX LABORATORIES, INC., NUTRAMAX PROPERTIES, LLC, NUTRAMAX LAND HOLDINGS, INC. (collectively, the “Sponsor” or the “Company”), and AIRMAX, LLC d/b/a AIRMAX SC, LLC, (“Sponsor Affiliate”) (Sponsor and Sponsor Affiliate, together with any subsequently joined Sponsor Affiliate(s), the “Companies”), and LANCASTER COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (all of the foregoing entities collectively referred to in this First Amendment as the “Parties”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”), to enter into fee agreements with businesses and industries in connection with the acquisition, construction, enlargement or improvement of industrial and commercial properties within South Carolina;

WHEREAS, the County and Company entered into a June 7, 2010 Incentives Agreement, as amended on November 10, 2015 (“2010 Incentive Agreement”), a June 28, 2010 Fee Agreement, as amended on November 10, 2015 (“2010 Fee Agreement”), and a June 28, 2010 Infrastructure Credit Agreement, as amended on November 10, 2015 (“2010 Infrastructure Credit Agreement”) (collectively, these three Agreements are referred to as the “2010 Agreements”);

WHEREAS, in 2018, the Company proposed an expansion of its facilities for which the County and Company entered into a Fee Agreement, dated November 26, 2018 (“2018 Fee Agreement”);

WHEREAS, Section 8.06 of the 2018 Fee Agreement addressed the relationship between the 2010 Agreements and the 2018 Fee Agreement by attributing investments made by the Company at the Project on or before December 31, 2017, to the 2010 Agreements and investments made on or after January 1, 2018, to the 2018 Fee Agreement;

WHEREAS, the Companies have requested the County to amend Section 8.06 of the 2018 Fee Agreement so that certain investments made after December 31, 2017, but on or before December 31, 2020, may be attributed to the 2010 Agreements rather than the 2018 Fee Agreement;

WHEREAS, Section 12-44-40(K) of the Act provides that fee agreements may be amended; and

WHEREAS, Section 12.12 of the 2018 Fee Agreement provides that the 2018 Fee Agreement may be amended by a writing signed by the parties.

NOW, THEREFORE, in consideration of the above and the respective agreements contained in the 2018 Fee Agreement and this First Amendment, the Parties hereby agree as follows:

SECTION 1. Article VIII, Section 8.06 of the 2018 Fee Agreement is amended to read:

The parties hereto agree that investments made by the Company at the Project on or before December 31, 2020 shall be subject, as applicable, to the 2010 Agreements; and that investments made by the Company at the Project on or after January 1, 2021 shall be subject, as applicable, to the provisions of this Agreement.

SECTION 2. This First Amendment controls over any contrary or inconsistent provisions of the 2018 Fee Agreement. Every provision of the 2018 Fee Agreement not amended or modified by the terms of this First Amendment shall remain unchanged and in full force and effect.

SECTION 3. A. The County represents that (i) it is a body politic and corporate and a political subdivision of South Carolina, (ii) it is authorized by the Act to enter into this First Amendment, (iii) it has approved this First Amendment in accordance with the procedural requirements of the Act, the County Council and other applicable law, and (iv) it has authorized its officials to execute and deliver this First Amendment by adoption of Ordinance No. 2021-1792.

B. Each company represents that it (i) is organized, validly existing, and in good standing under the laws of the state of organization or incorporation, (ii) is authorized to transact business in South Carolina, (iii) has the power to enter into this First Amendment, (iv) has by proper action approved this First Amendment, and (v) has authorized its officials to execute and deliver this First Amendment.

SECTION 4. This First Amendment 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. Company agrees to reimburse County its administrative expenses, including attorney's fees, related to this First Amendment and Resolution No. 1184-R2021 promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from County. The written request shall include a description of the nature of the administrative expenses.

SECTION 6. This First Amendment is effective as of the date first above written.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the Parties have executed this First Amendment, as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

NUTRAMAX MANUFACTURING, INC.

By: _____
Its: _____

NUTRAMAX LABORATORIES, INC.

By: _____
Its: _____

NUTRAMAX PROPERTIES, LLC

By: _____
Its: _____

NUTRAMAX LAND HOLDINGS, INC.

By: _____
Its: _____

AIRMAX, LLC,
d/b/a AIRMAX SC, LLC

By: _____
Its: _____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1785

Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development

Department: Economic Development

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

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

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

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of \$9,000,000.
- Extension of the existing FILOT by an additional 18-years.
- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.
- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

This ordinance and amendment assigns the existing 2008 FILOT agreement for 992 Quality Drive to Project Arrowhead and extends the 20-year FILOT by eighteen additional years in order for Arrowhead to receive a 25-year FILOT benefit on the building and land.

Points to Consider:

- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County's manufacturing sector.
- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least \$23.00/hour.
- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.
- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.
- Arrowhead is expected to have an annual payroll of \$10.4 million.

Funding and Liability Factors:

There are no funding or liability factors.

Council Options:

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

Recommendation:

LCDED recommends that County Council approve the ordinance for Project Arrowhead.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1785	11/1/2021	Ordinance
Exhibit A to Ordinance 2021-1785 - Assignment And Assumption of Fee In Lieu Of Taxes Agreement	11/1/2021	Exhibit
Exhibit B to Ordinance 2021-1785 - First Amendment to the Fee In Lieu of Tax and Incentive Agreement	11/1/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1785	1/4/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1785

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO CONSENT TO AN ASSIGNMENT OF INTERESTS UNDER AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT TO [PROJECT ARROWHEAD]; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SUCH EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, SO AS TO, AMONG OTHER THINGS, EXTEND ITS TERM.

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

Section 1. **Assignment of 2008 Fee Agreement.**

A. Council finds and determines that:

1. Lancaster County, South Carolina (the “**County**”) entered into a Fee in Lieu of Tax and Incentive Agreement pursuant to the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “**Act**”), with _____, a _____ limited liability company (“”), and _____, a _____ corporation (“”), dated as of _____, 2008 (the “**2008 Fee Agreement**”);

2. _____ entered into that certain Assignment and Assumption of Fee in Lieu of Taxes Agreement with _____ and _____, dated on or about _____, _____, pertaining to the interest of _____ in and to the 2008 Fee Agreement, which was consented to and ratified by Council, in accordance with Section 12-44-120(D) of the Act, and by passage of Resolution No. _____, dated _____, _____;

3. _____ and _____ entered into that certain Assignment and Assumption of Fee in Lieu of Taxes Agreement with _____, dated as of _____, _____, pertaining to the interest of _____ and _____ in and to the 2008 Fee Agreement, which was consented to and ratified by Council, in accordance with Section 12-44-120(D) of the Act, and by passage of Resolution No. _____;

4. _____ (“**Assignor**”) intends to enter into that certain Assignment and Assumption of Fee-in-Lieu of Taxes Agreement with [PROJECT ARROWHEAD] (“**Assignee**”) dated _____, 2021, pertaining to the interests of Assignor in and to the 2008 Fee Agreement, a copy of which is set forth in **Exhibit A** attached hereto and incorporated herein (the “**Assignment**”); and

5. The Assignee has requested that the County consent to the Assignment, effective _____, 2021, in accordance with Section 12-44-120(D) of the Act.

B. The County consents to the Assignment and the assignments and assumptions set forth therein, and approves Assignee as “sponsor” or “sponsor affiliate” under the 2008 Fee Agreement, as such terms are defined in Section 12-44-30 of the Act and in accordance with Section 12-44-120(D) of the Act, such consent and approval to be effective as of _____, 2021.

Section 2. Amendment of 2008 Fee Agreement.

A. The Council finds and determines that:

1. Lancaster County, South Carolina (the “**County**”) entered into a Fee in Lieu of Tax and Incentive Agreement pursuant to the Fee in Lieu of Tax Simplification Act, codified as Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “**Act**”), with _____, a _____ (“”), and _____, a _____ (“”), dated as of _____, 2008 (the “**2008 Fee Agreement**”), and following the assignments described in Section 1 above, the parties to the 2008 Fee Agreement are the County and _____ (the “**Company**”);

2. The 2008 Fee Agreement provides, in part, “[f]or each Phase of the Project . . . annual Negotiated FILOT Payments . . . payable for a consecutive period of up to twenty (20) years”;

3. Section 11.9 of the 2008 Fee Agreement provides that the 2008 Fee Agreement may be amended by a writing signed by both parties;

4. [PROJECT ARROWHEAD] has requested the County approve an amendment to the 2008 Fee Agreement that provides for the extension of the period for annual Negotiated FILOT Payments for each Phase of the Project from twenty (20) to thirty-eight (38) years;

5. The extension of the period for annual Negotiated FILOT Payments from twenty (20) to thirty-eight (38) consecutive years is of substantial public benefit because it will facilitate the proposed investments and creation of new full-time jobs by [PROJECT ARROWHEAD]; and

6. It is in the best interest of the County to approve the amendment of the 2008 Fee Agreement so as to provide for annual Negotiated FILOT Payments payable for a consecutive period of thirty-eight (38) years.

B. Subject to the provisions of Section 2.D of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting in the expansion and location of an industrial or commercial facility in the State, the First Amendment to the Fee in Lieu of Tax and Incentive Agreement (the “**First Amendment**”) is authorized, ratified, and approved.

C. Council makes the following additional findings (“**Statutory Findings**”):

1. The County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

2. The 2008 Fee Agreement, as amended by the First Amendment, is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally and is of substantial public benefit in that it encourages the Company to remain in the County and to make additional investments in the County;

3. The 2008 Fee Agreement, as amended by the First Amendment, gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

4. The purposes to be accomplished by the 2008 Fee Agreement, as amended by the First Amendment, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes;

5. The inducement of the retention or expansion of the Company's Project within the County and State is of paramount importance; and

6. The benefits of the Company's Project and the 2008 Fee Agreement, as amended by the First Amendment, to the public will be greater than the costs to the public.

D. The form, terms, and provisions of the First Amendment, attached hereto as **Exhibit B**, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the First Amendment was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the First Amendment in the name of and on behalf of the County, and thereupon to cause the First Amendment to be delivered to the parties to the 2008 Fee Agreement. The First Amendment is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the First Amendment attached to this ordinance.

Section 3. **Authority to Act.**

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

Section 4. **Severability.**

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

Section 5. **Controlling Provisions.**

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

Section 6. **Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Approved as to form:

John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021-1785

**Assignment and Assumption
of
Fee in Lieu of Tax and Incentive Agreement**

See attached.

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Exhibit B to Ordinance No. 2021-1785

**First Amendment
to the
Fee in Lieu of Tax and Incentive Agreement**

See attached.

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ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAXES AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAXES AGREEMENT** (this "**Assignment**") is executed to be effective as of the ___ day of _____, 2021 by and between _____, a _____ ("**Assignor**"), and a company identified for the time being as **PROJECT ARROWHEAD** ("**Assignee**"), and Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina ("**County**").

WITNESSETH:

WHEREAS, Assignor desires to assign all of its right, title and interest under that certain Fee in Lieu of Tax and Incentive Agreement between Assignor (as successor in interest to _____ and _____ by assignment), the County, and _____, dated _____, 2008, a copy of which is attached hereto and made part hereof as Exhibit A (hereafter, collectively, the "**FILOT Agreement**") relating to the property in the County of Lancaster, South Carolina (the "**Property**"), and Assignee desires to acquire Assignor's right, title and interest in and to the FILOT Agreement with respect to certain real property comprising a portion of the Property (the "**Real Property**").

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other valuable consideration, paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby assign, transfer and set over, deliver and convey unto Assignee all of Assignor's right, title, and interest in and to the FILOT Agreement.
2. Assignee hereby accepts the foregoing assignment, agrees to pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor relating to the Real Property arising under the FILOT Agreement to the extent relating to the period from and after the date hereof and agrees to be bound by all of the terms and conditions of the FILOT Agreement to the extent relating to the period from and after the date hereof.
3. Assignor hereby represents and warrants to Assignee that (i) Assignor's interest in the FILOT Agreement has not been previously pledged, assigned or otherwise hypothecated by Assignor (except for liens and security interests discharged in full on the date of this Assignment) and (ii) all parties have performed and fulfilled all of their respective obligations under the FILOT Agreement.
4. The County hereby acknowledges that the requirements set forth in the FILOT Agreement for the transfer and assignment of the FILOT Agreement have been fully satisfied and that, to the knowledge of the County, no Event of Default (as defined in Section 10.1 of the FILOT Agreement) exists as of the date hereof, nor, to the knowledge of the County, does any circumstance exist as of the date hereof which, with notice or lapse of time or both, would constitute such an Event of Default under any or all of the FILOT Agreement. The County further acknowledges that the FILOT Agreement and Assignor's interest in the FILOT Agreement have been transferred to Assignee as of the date hereof and agrees to accept Negotiated FILOT Payments (as defined in the FILOT Agreement) from Assignee with respect to the Real Property and any other Property that may now or hereafter be owned by Assignee and subject to the FILOT Agreement.
5. All notices, demands, requests or other communications made pursuant to or by virtue of this Assignment must be in writing and either hand delivered, delivered by overnight courier, facsimile transmission or mailed through the United States Postal Service by certified or registered mail, return

receipt requested, to the party to which the notice, demand, request or communication is being made, as follows:

TO ASSIGNOR:

Attn: _____

With a copy to:

Attn: _____

TO ASSIGNEE:

Project Arrowhead
Attn: _____

With a copy to:

Nexsen Pruet, LLC
Attn: Tushar V. Chikhliker, Esq.
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202

TO COUNTY:

County of Lancaster, South Carolina
Attn: Dennis Marstall, County Administrator
P.O. Box 1809
Lancaster, South Carolina 29721

With a copy to:

County of Lancaster, South Carolina
Attn: Jamie Gilbert, Economic Development Director
P.O. Box 1809
Lancaster, South Carolina 29721

or to such other address as may be hereafter designated by any party hereto by giving notice to the other parties in accordance with the terms of this Section. Any notice, demand, request or other communication shall be deemed to be given and delivered upon actual receipt in the case of hand delivery, facsimile transmission or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto. In the event of any notice via telecopier or facsimile transmission, a hard copy shall be sent via certified mail return receipt requested on the day of such transmission. Any such transmission received after 5:00 p.m. Eastern time (Standard or Daylight as then applicable), shall be deemed to have been given and delivered on the next following business day.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Use of a fax or scanned signatures and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties hereto as if the original signature, initials, and/or handwritten or typewritten modifications were present on the documents in the handwriting of each party.

7. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. In the event that any clause or provision of this Assignment shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

9. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. No provision of this Assignment may be amended, modified, supplemented, changed, waived, discharged or terminated unless all of the parties hereto consent thereto in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor, Assignee, and the County have executed this Assignment on the day and year first above written.

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

PROJECT ARROWHEAD

By: _____

Name: _____

Its: _____

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

EXHIBIT A

FILOT AGREEMENT

See attached.

**FIRST AMENDMENT
TO THE
FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT**

This FIRST AMENDMENT TO THE FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT ("First Amendment") is made and entered into as of December 13, 2021, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and [PROJECT ARROWHEAD] (the "Company").

WITNESSETH:

WHEREAS, the Company is party by assignment to that certain Fee in Lieu of Tax and Incentive Agreement, dated as of _____, 2008, between the County and _____ (the "2008 Fee Agreement");

WHEREAS, the Company and the County desire to make certain amendments to the 2008 Fee Agreement including the extension of the term of the 2008 Fee Agreement, as more fully set forth herein;

WHEREAS, the County Council, by passage of Ordinance No. 2021-1785, (i) consented to the assignment of the 2008 Fee Agreement to [PROJECT ARROWHEAD], and (ii) authorized and approved the execution and delivery of this First Amendment;

WHEREAS, the County Council, based on information provided by the Company, has made a finding of substantial public benefit to be derived from the amendment of the 2008 Fee Agreement as provided in this First Amendment.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value given and delivered, the parties hereto agree as follows:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. *Period for Calculation of Payments.* Section 5.2(a) of the 2008 Fee Agreement is amended to read:

“(a) For each Phase of the Project, the annual Negotiated FILOT Payments shall be payable for a consecutive period of thirty-eight (38) years. If, at any time during the last eighteen (18) years of each Phase of the Project, the Company does not maintain at least ten (10) full-time jobs, then this Agreement is automatically terminated. *Provided, that*, if, in any of the last eight (8) years of each Phase of the Project, the Company maintains at least ten (10) but less than fifty (50) full-time jobs, then for that year and the remaining years, the annual Negotiated FILOT Payment shall be computed based on the millage rate in effect in the first year in

which the Company maintained at least ten (10) but less than fifty (50) full-time jobs. As used in this Section 5.2(a), 'full-time' means at least thirty (30) hours per week with health care benefits."

Section 3. *Notices, Demands, and Requests.* Section 11.3 of the 2008 Fee Agreement is amended to read:

"All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Dennis Marstall, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: _____@lanastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lanastercountysc.net

(b) As to the Sponsor:

[PROJECT ARROWHEAD]
ATTN: _____

Telephone:
Fax:
Email:

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

Tushar V. Chikhliker, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Box 2426 (29202)
Columbia, South Carolina
Phone: (803) 540-2188
Facsimile: (803) 727-1469
Email: Tushar@nexsenpruet.com”

Section 5. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, Company agrees to reimburse the County, for the County’s reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney’s fees.

Section 6. *Representations and Warranties.* (A) Company represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a ----- in good standing under the laws of _____, (ii) is authorized to do business in South Carolina, (iii) has all requisite power to enter into this First Amendment, and (iv) by proper action has approved this First Amendment and authorized its officials to execute and deliver it.

(B) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (i) is a body politic and corporate and a political subdivision of the State of South Carolina, (ii) is authorized by the Act to enter into this First Amendment, (iii) has approved this First Amendment in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) has authorized its officials to execute and deliver this First Amendment.

Section 7. *Fee Agreement.* Except as specifically modified in this First Amendment, the 2008 Fee Agreement shall remain unchanged and in full force and effect.

Section 8. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. *Effective Date.* This First Amendment is effective upon its execution by the parties to it, *provided, however,* Sections 2, 3 and 4 are effective at the same time as the assignment of the 2008 Fee Agreement from _____ to [PROJECT ARROWHEAD] is effective.

(signatures appear on following pages)

IN WITNESS WHEREOF, the County and the Company, pursuant to due authority, have duly executed this First Amendment, all as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

By: _____
Billy Mosteller, Secretary, County Council

ATTEST:

By: _____
Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

[PROJECT ARROWHEAD],

a _____

By: _____

Name: _____

Title: _____

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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, January 10, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1785, an ordinance titled "AN ORDINANCE TO CONSENT TO AN ASSIGNMENT OF INTERESTS UNDER AN EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT TO [PROJECT ARROWHEAD]; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FIRST AMENDMENT TO SUCH EXISTING FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT, SO AS TO, AMONG OTHER THINGS, EXTEND ITS TERM." Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (<https://www.mylancastersc.org/>), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on December 22nd 2021.

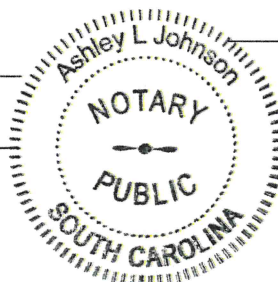
SWORN to before me this 22nd day of
December, 2021

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2021

Newspaper Rep Signature

Debbie Dalen



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1786

Contact Person / Sponsor: Jamie Gilbert / Lancaster County Department of Economic Development

Department: Economic Development

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

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

- Assignment to Project Arrowhead of the existing Fee-In-Lieu-of-Taxes (FILOT) Agreement for 992 Quality Drive that was approved in 2008. The FILOT is for 20-years and has 7-years remaining on it. The FILOT provides an assessment rate of 6% for the building and land, a fixed millage rate of 282 mills and set building value of \$9,000,000.
- Extension of the existing FILOT by an additional 18-years.
- A 30-year FILOT with an assessment rate of 6% with a fixed millage rate of 338.5 mills and 5-year investment period. The FILOT will apply to all new investment at the facility.
- A 15-year Special Source Revenue Credit (SSRC) of 50% annually to be applied against the new FILOT.

The aforementioned incentives have annual job and investment requirements in order to receive the full amount of the proposed incentives. If those requirements are not met, the incentives will either be reduced or terminated.

County Council is being asked to vote on the ordinance and agreement that provides the FILOT and SSRC terms and conditions for Project Arrowhead's new investment.

Points to Consider:

- Project Arrowhead is an advanced manufacturing company that is a leader in the industry sector. The company has an excellent reputation and will be a great addition to Lancaster County's manufacturing sector.
- Approximately 103 of the 106 jobs that Arrowhead is expected create will have wages of at least \$23.00/hour.
- Arrowhead will locate in a building in Lancaster that has been vacant for approximately four years.
- Property tax revenue generated by Arrowhead after the incentives will be 50% higher than what is currently being generated by the property.
- Arrowhead is expected to have an annual payroll of \$10.4 million.

Funding and Liability Factors:

There are no funding or liability factors.

Council Options:

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

Recommendation:

LCDED recommends that County Council approve the ordinance and agreement for Project Arrowhead.

ATTACHMENTS:

Description	Upload Date	Type
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Ordinance 2021-1786	11/1/2021	Ordinance
Exhibit A to Ordinance 2021-1786 - Fee In Lieu Of Tax And Incentive Agreement	11/1/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1786	1/4/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2021-1786

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND [PROJECT ARROWHEAD] PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the “County”) acting by and through its County Council (the “Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the “Code”), as amended (the “Act”), to enter into fee-in-lieu of tax (“FILOT”) agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the workforce, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized and empowered to establish, in conjunction with one or more other counties, a joint county industrial or business park (each a “Park”) pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the “MCP Act”) to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits;

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

(d) a company, whose identity is confidential at this time, and one or more affiliates (collectively, the “Company”), is considering the acquisition, construction and installation of a project known by the Company as “Project Arrowhead” upon property located in the County (the “Project”), *provided, that*, the County enters into certain incentive arrangements with the Company, as set forth herein;

(e) the Project is expected to result in the investment of at least \$22,000,000 in real and personal property, of which at least \$13,500,000 would be eligible for inclusion as economic development property under the Fee Agreement (as defined below) and pursuant to the Act, and the creation of at least one hundred six (106) new full-time jobs; and

(f) pursuant to Resolution No. 1179-R2021, adopted November 8, 2021, the Council approved an Inducement Resolution providing for, among other things, the commitment of the County to enter into a fee-in-lieu of tax incentive agreement (“Fee Agreement”) with the Company and the provision of special source revenue credits.

Section 2. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 3. Approval of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, is approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Sponsor. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer’s execution thereof to

constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Approved as to form:

John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021-1786

Fee Agreement

See attached.

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

[PROJECT ARROWHEAD]

Dated as of December 13, 2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) is dated as of December 13, 2021, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and [PROJECT ARROWHEAD, a _____ organized and existing under the laws of the State of _____ (“Sponsor” and “Company” and, together with any subsequently joined Sponsor Affiliate(s), the “Companies”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “Act”) of the Code of Laws of South Carolina 1976, as amended (the “Code”) and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the “Multi-County Park Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a “FILOT”); and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park; and

WHEREAS, the Company is considering the acquisition, construction and installation of a project known by the Company as “Project Arrowhead” upon property located in the County (the “Project”); and

WHEREAS, the Company anticipates that the Project will result in the creation of at least one hundred six (106) new, full-time jobs and an investment of at least \$22,000,000 in the County; and

WHEREAS, the County Council approved on November 8, 2021, Resolution No. 1179-R2021 (the “Inducement Resolution”) to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Company locating the Project in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Company to make FILOT payments pursuant to the Act; and

WHEREAS, for the Project, the parties have determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:
[PROJECT ARROWHEAD] and Lancaster County, South Carolina.

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

Lancaster County, South Carolina

3. Minimum investment agreed upon: Act Minimum Investment Requirement.

4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period.

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

6. Millage rate applicable for each year of this Agreement: 338.5 mills, except as otherwise provided in the Agreement.

7. Statements

(a) The Project is to be located in a multi-county park;

(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;

(c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT Payments for fifteen (15) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2024 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2038, *provided, however, that*, in the first ten (10) consecutive years (consecutive years one (1) through (10)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for the calendar year 2024, the Jobs Commitment is to have not less than an average of fifty-four (54), but the Company employed an average of twenty-seven (27) meeting the Jobs Commitment, then the Special Source Revenue Credit would be set at fifty percent (50%) (27 divided by 54 equals 50.0%) of 50% which results in a Special Source Revenue Credit applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026, of twenty-five percent (25.0%) (50.0% times 50.0% equals 25.0%). In the last five (5) consecutive years (consecutive years eleven (11) through fifteen (15)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit is forfeited for the applicable year. In any year in which the Company must pay an additional fee, the Company is ineligible for the Special Source Revenue Credit;

(d) Payment will not be modified using a net present value calculation;
and

(e) Replacement Property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

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

“*Affiliate*” shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the person or entity, whether through the ownership of voting securities, by contract, or otherwise.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement by and between the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of December 13, 2021.

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

“*Company*” shall mean the Sponsor.

“*Companies*” shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

“*County*” shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

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

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

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

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and placed in service as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall mean an Event of Default as defined in **Section 11.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; *provided, however*, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by Sponsor during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

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

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

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

“*Full-Time Job*” means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. As used in this definition and as applicable to the Project, “Full-Time Job” includes those jobs created for the Project. A job relocated from another state to the Project shall be counted as a Full-Time Job if the job meets the Wage Requirement. All persons filling the Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and not less than ninety percent (90%) of the persons filling the Full-Time Job positions must be U.S. citizens.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which the initial Economic Development Property comprising all, or a portion of, the Project is placed in service, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

“*Jobs Commitment*” shall mean the commitment of Sponsor to create New Full-Time Jobs with respect to the Project as set forth in **Section 4.01** of this Agreement.

“*Land*” shall mean the real estate upon which the Project is to be located, more specifically identified as Parcel Identification No. _____ (_____ Highway). Additional real estate may be included by amendment as provided in the **Section 12.12** of this Agreement.

“*Multi-County Park*” means the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated. Multi-County Park includes any subsequent park or any subsequent park agreement that includes the Land, and as authorized by the Multi-County Park Act.

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

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

“*Non-Qualifying Property*” shall mean that portion of the Project consisting of: (i) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (ii) Existing Property; and (iii) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 4.03(iii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property, to the extent, and with the exception of the Replacement Property, placed in service during the Investment Period.

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

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

“*Special Source Revenue Credits*” shall mean the Special Source Revenue Credits described in **Section 5.01(d)** hereof.

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

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 10.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

“*Wage Requirement*” means an hourly wage rate of twenty dollars (\$20.00) or more for calendar years 2022 through 2026, twenty-two dollars or more (\$22.00) for calendar years 2027 through 2031, and twenty-four dollars or more (\$24.00) for calendar years 2032 and thereafter in which the Company receives the Special Source Revenue Credit provided in **Section 5.01(d)** below.

Section 1.03. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a _____, validly existing and in good standing under the laws of _____ and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT and the Special Source Revenue Credits have been instrumental in inducing Sponsor to locate the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of Sponsor for federal and state income tax purposes ends **[December 31]**.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(f) Sponsor intends to operate the Project for the purpose of _____. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

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

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments and the Special Source Revenue Credits in consideration of the Company's decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act, in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which the Company would have paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, including all exemptions, credits, and depreciation for which the Company would have otherwise been eligible if it were obligated to pay *ad valorem* taxes, or FILOT payments pursuant

to the Multi-County Park Act, as the case may be, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company.

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

Section 3.04. Multi-County Park Status. The County agrees to take action to place the Land in the Multi-County Park, if not already in the Multi-County Park, until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

JOB CREATION BY COMPANY; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Job Creation by Company. For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to create and maintain new Full-Time Jobs ("New Full-Time Jobs") paying an hourly wage rate not less than the Wage Requirement at the following employment levels and in the designated timeframes:

1. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than thirty-three (33) at the end of calendar year 2022 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2024),
2. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of forty-six (46) in calendar year 2023 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2025),
3. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of fifty-four (54) in calendar year 2024 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026),

4. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of sixty-one (61) in calendar year 2025 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2027),

5. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of sixty-eight (68) in calendar year 2026 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2028) through calendar year 2031 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2033), and

6. to have employed in New Full-Time Jobs meeting the Wage Requirement, not less than an average of seventy-five (75) in calendar year 2032 (applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2034), and each year thereafter in which the Company receives the Special Source Revenue Credit provided in 3.e below.

The number of New Full-Time Jobs shall be based on the average number of New Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement, the Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of its most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

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

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsor's filings with the State (if required to file by the State) for the preceding calendar year including: (i) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (ii) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (iii) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). The Company agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this

subsection, the Company and the County Economic Development Director may agree on an alternative method for the Company to demonstrate compliance with the Jobs Commitment.

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

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

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

Section 4.03 Modification of Project.

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

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

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

(iii) The Company may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in **Section 5.01**) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in **Section 5.01(b)(i)** hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

(a) In accordance with the Act, the parties agree that, during the Term of the Agreement, the Company shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this **Section 5.01**, to be collected and enforced in accordance with Section 12-44-90 of the Act.

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

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, depreciation, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this **Section 5.01** (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on:

(i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code);

- (ii) a fixed millage rate equal to 338.5 mills, for the Term; and
- (iii) an assessment ratio of six percent (6%).

All calculations of the Negotiated FILOT Payments shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT Payments for fifteen (15) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2024 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2038, *provided, however, that*, in the first ten (10) consecutive years (consecutive years one (1) through (10)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided in this **Section 5.01(d)** shall be reduced in the same proportion that the Company failed to meet the Jobs Commitment. For example, if for the calendar year 2024, the Jobs Commitment is to have not less than an average of fifty-four (54), but the Company employed an average of twenty-seven (27) meeting the Jobs Commitment, then the Special Source Revenue Credit provided in this **Section 5.01(d)** would be set at fifty percent (50%) (27 divided by 54 equals 50.0%) of 50% which results in a Special Source Revenue Credit applicable to the Negotiated FILOT Payment due without penalty on or before January 15, 2026, of twenty-five percent (25.0%) (50.0% times 50.0% equals 25.0%). In the last five (5) consecutive years (consecutive years eleven (11) through fifteen (15)), if the Company fails to meet the Jobs Commitment, the Special Source Revenue Credit provided in this **Section 5.01(d)** is forfeited for the applicable year. In any year in which the Company must pay an additional fee as required in **Section 5.01(k)** below, the Company is ineligible for the Special Source Revenue Credit provided for in this **Section 5.01(d)**.

(e) The FILOT Payments are to be recalculated:

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

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

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

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company to the County in lieu of taxes, it is agreed that said FILOT

Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company to the County in property taxes if the Company had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

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

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

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

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

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period (“Act Minimum Investment Requirement”). If terminated pursuant to this **Section 5.01(i)**, the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been taxable, taking into account exemptions from property taxes and depreciation that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, would be pursuant to this **Section 5.01(i)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) Reserved.

(k) In any year during the term of this Agreement, beginning after December 31, 2021, in which the Company fails to have employed an average of not less than ten (10) in Full-Time Jobs paying an hourly wage rate not less twenty dollars (\$20.00), the Company shall pay an additional fee equal to the difference between a Negotiated FILOT Payment that uses the then current millage rate and the assessment ratios that would have been used if the qualifying Economic Development Property was not subject to a Negotiated FILOT Payment and the total amount of Negotiated FILOT Payments actually made by the Company. In any year in which the Company must pay an additional fee as required in this **Section 5.01(k)**, the Company is ineligible for, and shall not receive, the Special Source Revenue Credit provided for in **Section 5.01(d)** above.

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

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

ARTICLE VI

PAYMENTS BY COMPANY

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

ARTICLE VII

CASUALTY AND CONDEMNATION

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

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for the purposes identified in **Section 2.02(f)** of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the Company, to one or more Related Entities (as defined in **Section 9.01** below) without adversely affecting the benefits of the Company or its assignees pursuant to any such agreement or the Act. The Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of the Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. Sponsor releases the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the “Indemnified Parties”) from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor further agrees to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by the Company, or any of its agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

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

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

reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

The indemnity specified in this **Section 8.03** shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in **Section 8.02** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.04** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; *provided, that*, in connection with any of the foregoing transfers: (i) except in connection with any transfer to Sponsor or Sponsor Affiliate (collectively, the “Related Entities”), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the prior written consent or subsequent ratification of the County; (ii) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing

the obligations of the Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the Company hereunder, but all obligations of the Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (iii) the Company, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iv) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

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

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties.

The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to **Section 9.01** hereof, such subordination to be effective without any additional action on the part of the County; *provided, however*, that the County agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder, or (ii) the day that all Special Source Revenue Credits due from the County have been fully provided by the County. With respect to the Negotiated FILOT Payments arrangement, the Project has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service. The County's rights to receive indemnification and payment of Administrative Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time, as to all or a portion of the Project, upon providing the County thirty (30) days' notice of such termination, in which event all or such portion of the Project, as the case may be, shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this **Section 10.02** at any time during the initial Investment Period

prior to the Company meeting the Act Minimum Investment Requirement, amounts due to the County as a result thereof, if any, shall be calculated as provided in **Section 5.01(i)** hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

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

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

(b) The failure of the Company to meet the Jobs Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

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

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

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. *Provided, however,* that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

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

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

Section 12.03. Intentionally Omitted.

Section 12.04. Administrative Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any Special Source Revenue Credits, *provided, however,* the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars (\$500.00).

Section 12.05. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Dennis Marstall, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: _____@lancastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to the Sponsor:

[PROJECT ARROWHEAD]
ATTN: _____

Telephone: _____
Fax: _____
Email: _____

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

Tushar V. Chikhliker, Esquire
Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Box 2426 (29202)
Columbia, South Carolina
Phone: (803) 540-2188

Facsimile: (803) 727-1469
Email: Tushar@nexsenpruet.com

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

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties with each other, and neither party has made nor shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

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

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

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

[PROJECT ARROWHEAD]

Name

Title

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, January 10, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1786, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND [PROJECT ARROWHEAD] PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND." Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (<https://www.mylancastersc.org/>), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on December 22nd 2021.

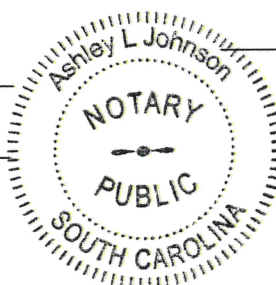
SWORN to before me this 22nd day of
December, 2021

Ashley Johnson
Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

Debrah Dallen



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1781 / Planning Case Number: RZ-2021-2015

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Application by Edgar Granados to rezone a 1.5-acre lot located at 9923 Southwinds Drive, Indian Land (TM# 0006N-0B-035.00) from Medium Density Residential (MDR) to Mobile Home (MH) district, in order to locate a mobile home on the site.

Points to Consider:

The property is currently vacant. There was previously a manufactured home on the property in late 2015. Section 9.3.2.C.1.e of the UDO specifies that grandfathered nonconforming uses are discontinued when “the property, structure or use has been vacant or inactive for a continuous period of more than 180 days.” Therefore, in order for a manufactured home to be placed on this property a rezoning is necessary.

The intent of these nonconformance provisions is that over the course of time the development in the area will shift through redevelopment to be in conformance with current regulation.

The subject property is predominately surrounded by the MDR District. Currently, this area can be characterized as predominately nonconforming manufactured homes. The area shown in red in Figure 1 (see staff report) depicts lots in this area with nonconforming manufactured homes. The lots shown in green are vacant, and the lots shown in blue are either stick-built or modular structures. Of the 46 manufactured homes along Southwinds Drive and Westwind Lane approximately 28 are leased while 18 are owner occupied.

Prior to the county-wide rezoning in 2016, this area was zoned R-15S which allowed mobile homes subject to conditions established in the ordinance. There were also a number of parcels in the area zoned MHP (Mobile Home Park). In Figure 2 (See Staff Report), the area shown in orange was zoned R-15S and the area shown in dark red was zoned MHP.

The 2016 adopted Zoning Map appears to reflect a distinct policy decision to restrict/minimize construction of new manufactured homes in the Panhandle area of the county.

In Figure 3 (See Staff Report), the dark red area depicts the only MH districts currently in the vicinity of the proposed rezoning. Only nine (9) parcels north of Hwy 75 (Waxhaw Hwy) in Lancaster County are zoned MH.

Funding and Liability Factors:

N/A

Council Options:

To Approve or Deny the request to rezone.

Recommendation:

Planning Commission recommended **approval** of this rezoning by a vote of 4-2.

Discussion by the PC focused on the history of manufactured homes in this area and the lack of affordable housing in the Panhandle. The presence of nearby existing mobile homes was also mentioned. There was consensus that this rezoning (if approved) should be a catalyst for re-examining the policy of limiting mobile homes in the Panhandle with the future UDO update project or other policy instruments.

Staff recommended denial of the proposed rezoning as it is in conflict with the County's policy of limiting new mobile homes in the Panhandle. The proposed rezoning, if approved, also introduces a potential spot zoning concern. Please refer to the enclosed staff report for a more complete outline of staff's analysis and rationale.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1781	12/3/2021	Ordinance
Planning Staff Report	10/12/2021	Planning Staff Report
Exhibit 1: Application	10/12/2021	Exhibit
Exhibit 2: Zoning Map	10/6/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1781

COUNTY OF LANCASTER

(

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 1.5 ACRES OF PROPERTY (TMS# 0006N-0B-035.00), LOCATED AT 9923 SOUTHWINDS DRIVE, FORT MILL, SOUTH CAROLINA, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT, TO MH, MANUFACTURED HOME DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Edgar Granados applied to rezone a parcel of property totaling 1.5 acres, more or less, located at 9923 Southwinds Drive, Fort Mill, South Carolina, from MDR, Medium Density Residential District, to MH, Manufactured Home District.

(b) On October 19, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended approval of the rezoning request.

(c) 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 requested MH District is consistent with the Comprehensive Plan and the character of the surrounding properties.

Section 2. Rezoning.

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

Tax Map No. (0006N-0B-035.00)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Public Hearing: November 8, 2021
First Reading: November 22, 2021
Second Reading: December 13, 2021
Third Reading: January 10, 2022

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 1.5 acres of property (TM# 0006N-OB-035.00).

PROPERTY LOCATION: 9923 Southwinds Dr.
(TM# 0006N-OB-035.00).

CURRENT ZONING DISTRICT: Medium Density Residential (MDR) District

PROPOSED ZONING DISTRICT: Manufactured Home (MH) District

APPLICANT: Edgar Granados

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 9923 Southwinds Drive. The request is being made to allow a mobile home to be located onto the property.

Site Information

The property is currently vacant. There was previously a manufactured home on the property, arials show that the home was removed in late 2015. Section 9.3.2.C.1.e of the UDO specifies that grandfathered nonconforming uses are discontinued when “the property, structure or use has been vacant or inactive for a continuous period of more than 180 days.” Therefore, in order for a manufactured home to be placed on this property a rezoning is necessary.

A nonconforming use is a use of property that was allowed under the zoning regulations at the time the use was established but which, because of subsequent changes in those regulations, is no longer a permitted use. Generally, local restrictions prohibit expansion of nonconforming uses and structures. Nonconforming uses usually lose their legal status under local regulations if they are discontinued for a particular period of time, in our case, six months. The intent of these nonconformance provisions is that over the course of time the development in the area will shift through redevelopment to be in conformance with current regulation.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Nonconforming Manufactured Home
South	Lancaster County	MDR	Nonconforming Manufactured Home
East	Lancaster County	MDR	Vacant
West	Lancaster County	MDR	Nonconforming Manufactured Home

ANALYSIS & FINDINGS:

Zoning Districts

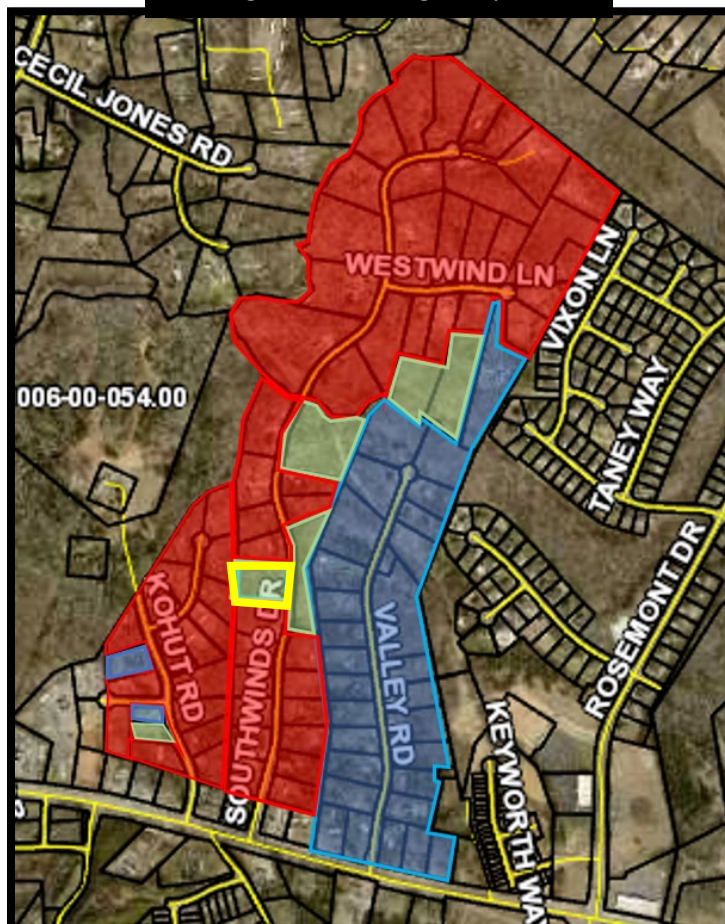
As previously noted, the subject property is currently zoned MDR District. Pursuant to UDO Chapter 2.3, the MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development.*

The requested MH District *accommodates manufactured homes in a variety of settings, including manufactured home parks, manufactured home subdivisions, and a single-lot mobile home district.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR District. Currently, this area can be characterized as predominately nonconforming manufactured homes. The area shown in red in Figure 1 (below) depicts lots in this area with nonconforming manufactured homes. The lots shown in green are vacant, and the lots shown in blue are either stick-built or modular structures. Of the 46 manufactured homes along Southwinds Drive and Westwind Lane approximately 28 are leased while 18 are owner occupied.

Figure 1: Housing Analysis



Prior to the county-wide rezoning in 2016, this area was zoned R-15S which allowed mobile homes subject to conditions established in the ordinance. There were also a number of parcels in the area zoned MHP (Mobile Home Park). In Figure 2 (below), the area shown in orange was zoned R-15S and the area shown in dark red was zoned MHP.

The 2016 adopted Zoning Map appears to reflect a distinct policy decision to restrict/minimize construction of new manufactured homes in the Panhandle area of the county.

In Figure 3 (below), the dark red area depicts the only MH districts currently in the vicinity of the proposed rezoning. Only nine (9) parcels north of Hwy 75 (Waxhaw Hwy) in Lancaster County are zoned MH.

Figure 2: Zoning Map Prior to 2016

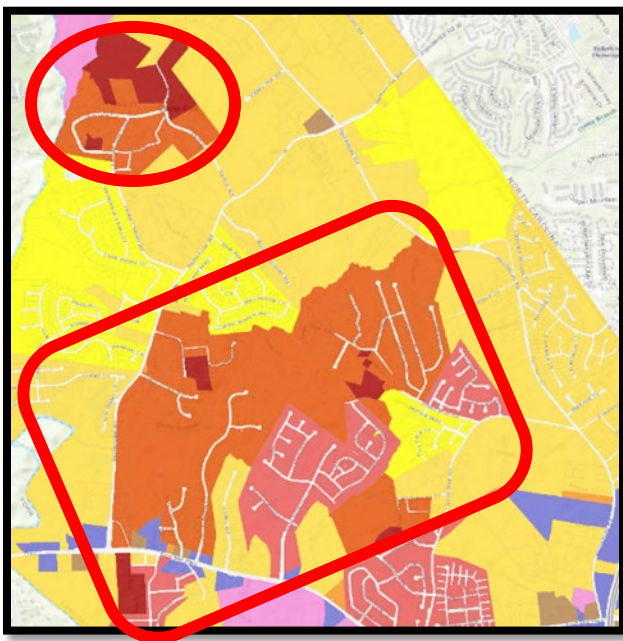
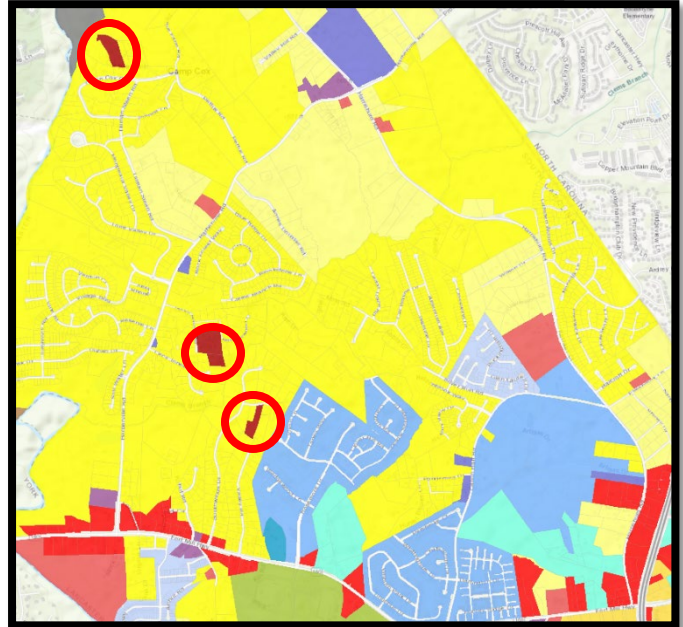


Figure 3: Current Zoning Map



The requested MH Zoning District is inconsistent with the above noted 2016 Panhandle mobile home policy. The proposal also introduces a potential spot zoning concern when compared with the zoning of the other 49 lots in the subdivision.

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, terminating 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 MH District may be loosely consistent with the Neighborhood Mixed-Use Future Land Use Category as manufactured housing is not specifically addressed as a proposed use in the Walkable Neighborhood Land Use considerations, however, Single-Family Detached homes are listed as an acceptable land use.

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

Transportation

There are no issues with traffic generated from this request at this time.

Public Utilities

No additional utilities are required for this request at this time.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



*Looking **directly at** the subject property.*



*Looking **directly across** from the subject property.*



*Looking **south** along Southwinds Dr.*



*Looking **north** along Southwinds Dr.*

STAFF RECOMMENDATION:

Staff recommends **Denial*** of the request to rezone, pursuant to the following findings of fact for RZ-2021-2015:

1. That the subject project consists of TM# 0006N-0B-035.00;
2. That the subject property is currently zoned MDR and is proposed to be rezoned MH;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed-Use; and
4. That the proposed MH District is inconsistent with the surrounding zoning which is comprised of the MDR District.

* If County staff is incorrect in that there was no distinct policy decision made in 2016 to limit new mobile homes in the Panhandle area of the County or if the County Council wished to change this policy, staff would recommend approval of this request in light of the number of existing mobile homes within the subdivision. This support would be conditional based on having the entire Southwinds neighborhood rezoned MH (or similar district) with the upcoming adoption of the new zoning map that will accompany the UDO rewrite project.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercountysc.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 9923 Southwinds Dr
City Indian Land State SC Zip 29707 Tax Parcel ID 0006N-0B-035.00
Current Zoning MDR Current Use vacant
Proposed Zoning MH Total Acres 1.5
Project Description owner wants to put mbh on
the property

Surrounding Property Description MH MDR Single family
homes there are mobile homes
in almost all the neighborhood

CONTACT INFORMATION

Applicant Name Edgar Granados
Address 818 Westwind Ln
City Indian Land State SC Zip 29707 Phone 7049134702
Fax _____ Email rye.1217@hotmail.com
Property Owner Name Same as above
Address _____
City _____ State _____ Zip _____ Phone _____
Fax _____ Email _____

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

Edgar Granados
Applicant

8/20/21
Date

Edgar Granados
Property Owner(s)

8/20/21
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

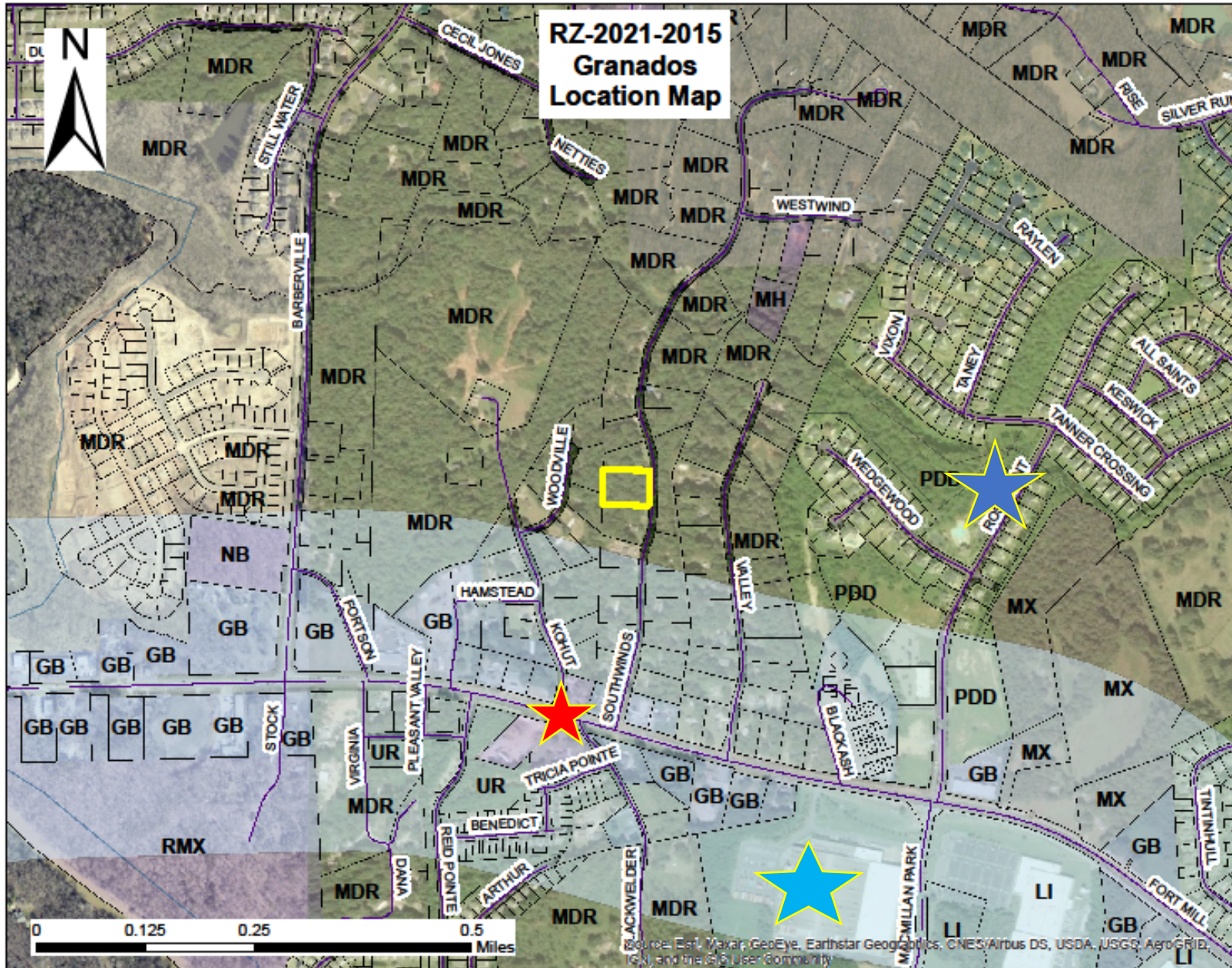
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. Planning Commission

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

3. County Council

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



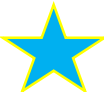
Proposal:
Request to rezone from
MDR to MH

Legend:

 Subject Property

 Rosemont
Neighborhood

 Kohut Road and
Fort Mill Hwy

 Unique Loom

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1791

Contact Person / Sponsor: John DuBose / County Attorney

Department: Administration

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Whether to approve an amendment of Ordinance 2021-1761, the School Development Impact Fee Ordinance, to substitute a corrective map of the impact fee collection area.

Points to Consider:

The map that Lancaster County School District (LCSD) provided for Ordinance 2021-1761 contained an area not intended to be subject to school impact fees.

LCSD updated the map and its impact fee study and determined that removal of the geographic area erroneously included in the map attached to Ordinance 2021-1761 will not result in a change to the impact fees to be charged to new development within the fee collection area.

LCSD has requested that County Council amend Ordinance 2021-1761 so that the public record contains the accurate fee collection area map. It is important that the small geographic area included in error with the original map be removed so that impact fees are not assessed against fee payors that will not benefit from the facilities constructed by those fees.

Inasmuch as correction of the map does not result in a change to the impact fee amounts to be collected, the school impact fees will still be effective January 1, 2022, but not for the area outside of the corrective map.

Funding and Liability Factors:

Not applicable.

Council Options:

Approve or disapprove of the ordinance substituting a corrective map.

Recommendation:

Approve the amendatory ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1791	12/6/2021	Ordinance
School Development Impact Fee Study 11.24.2021	12/6/2021	Backup Material
Notice of Public Hearing for Ordinance 2021-1791	1/4/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1791

AN ORDINANCE

TO AMEND ORDINANCE 2021-1761 BY SUBSTITUTION OF A CORRECTIVE MAP THAT ACCURATELY REFLECTS THE SCHOOL DEVELOPMENT IMPACT FEE COLLECTION AREA AND BY INCLUSION OF AN UPDATED AND CORRECTED SCHOOL DEVELOPMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN.

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

Section 1. Findings and Determinations.

The Lancaster County Council finds that:

WHEREAS, by passage of Ordinance 2021-1761, the School Development Impact Fee Ordinance, Lancaster County Council approved School Development Impact Fees to be imposed on all new residential development in the School Development Impact Fee Collection Area; and

WHEREAS, it has come to the attention of Lancaster County that the Lancaster County School District (“LCSD”) inadvertently included a map in its *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 (hereinafter "School Development Impact Fee Study") that includes additional territory not intended to be subject to School Development Fee Impact Fee Collection Area; and

WHEREAS, LCSD has revised the map of the School Development Fee Collection Area to accurately reflect the school attendance zone(s) benefiting from, and subject to, the School Development Impact Fee; and

WHEREAS, the inaccurate map of the School Development Fee Collection Area was included as Figure 1 to Ordinance 2021-1761, the School Development Impact Fee Ordinance; and

WHEREAS, LCSD's consultant, TischlerBise, has reviewed the level of service standard, land use assumptions, methodologies, service units, system improvement costs, formula, and analyses for School development impact fees, and the capital improvement plan (CIP) in the School Development Impact Fee Study and has determined that removal of the geographic territory inadvertently included in the School Development Impact Fee Study and School Development Impact Fee Collection Area will not result in a change to the School Development Impact Fee Schedule; and

WHEREAS, TischlerBise has prepared an updated School Development Impact Fee Study dated November 24, 2021, that includes a corrective map accurately displaying the Lancaster County School Panhandle Service Area/School Development Impact Fee Collection Area; and

WHEREAS, it has been determined and is recommended to the Lancaster County Council that Ordinance 2021-1761, the School Development Impact Fee Ordinance be amended to include the updated map as Figure 1 so that the area that will be subject to School Development Impact Fees is accurately set forth in the public record and amended to reference the updated School Development Impact Fee Study and Capital Improvement Plan dated November 24, 2021 and prepared by TischlerBise; and

WHEREAS, Lancaster County Council desires to amend Ordinance 2021-1761, the School Development Impact Fee Ordinance, to include the updated and correct map of the geographic areas subject to and benefiting from the School Development Impact Fees; and

WHEREAS, the amendment is to correct a scrivener's error associated with Figure 1 to Ordinance 2021-1761 and there is no amendment of the Fee Schedule or negative impact to fee payors resulting from the amendment, therefore, collection and imposition of the School Development Impact Fee shall remain effective on January 1, 2022, for the School Development Impact Fee Area but shall not be collected from the geographic area to be removed by virtue of the corrective Figure 1 map referenced and included herein.

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

Section 2. Amendment of Ordinance 2021-1761.

Ordinance 2021-761 is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

SECTION 2. ESTABLISHMENT OF LANCASTER COUNTY SCHOOL SERVICE AREA:

- (a) The school development impact fee shall be calculated and imposed within the Lancaster County School Panhandle Service Area,
- (b) The boundaries of the Lancaster County School Panhandle Service Area are identified in Figure 1: Lancaster County School Panhandle Service Area.

FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA

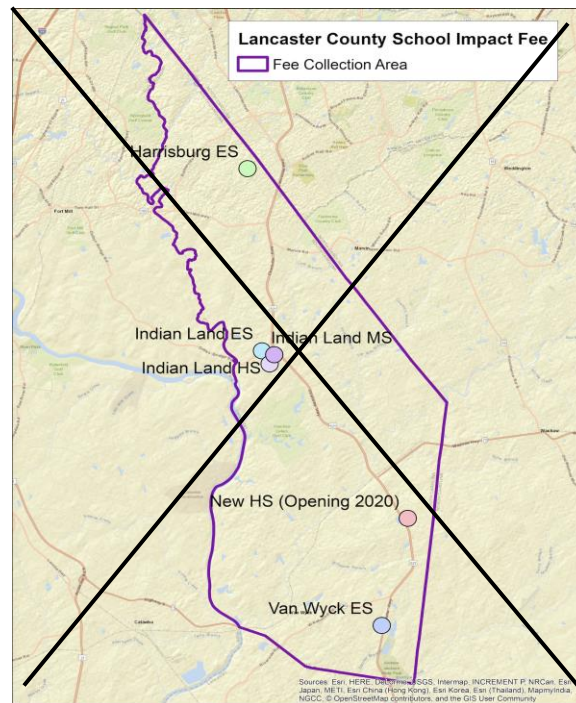
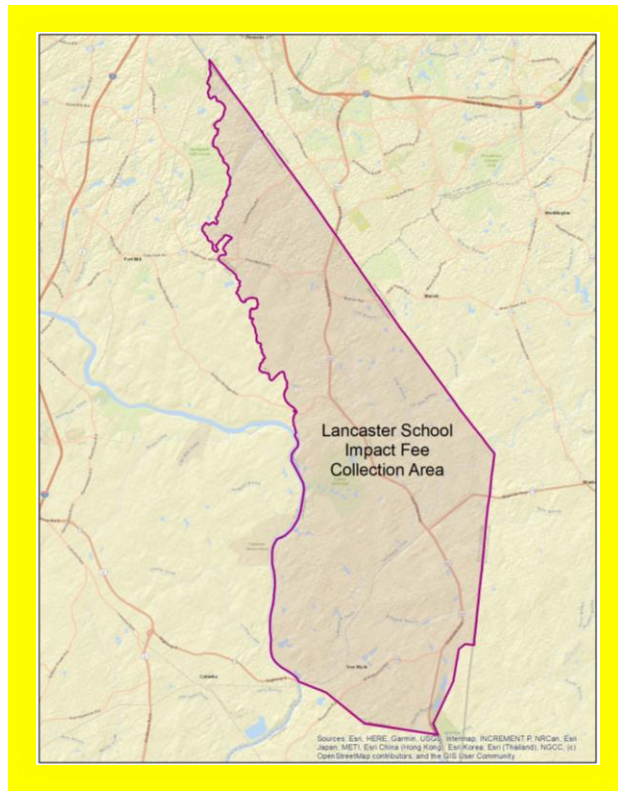


FIGURE 1: LANCASTER COUNTY SCHOOL PANHANDLE SERVICE AREA



SECTION 3. 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 School development impact fees, and the capital improvement plan (CIP) for School facility system improvements set out in *Development Impact Fee Study* prepared by TischlerBise, dated March 18, 2021 and in the amendment and update thereof dated November 24, 2021 (hereinafter "School development impact fee study"). The School 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 School facility system improvement needs.

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, 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.

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: December 13, 2021

Second Reading: January 10, 2022

Public Hearing: January 10, 2022

Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

School Development Impact Fee Study and Capital Improvement Plan

Prepared for:
Lancaster County School District

November 24, 2021

TischlerBise
FISCAL | ECONOMIC | PLANNING

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EXECUTIVE SUMMARY

The Lancaster County School District retained TischlerBise to prepare a Capital Improvement Plan and Development Impact Fee Study. Development impact fees are one-time payments used to construct system improvements needed to accommodate new development. The District may use the development impact fees as either cash payments to fund future land purchases and K-8 school construction, or contribute toward principal payments for debt used to purchase land and/or construct additional K-8 school construction. A development impact fee represents new growth's proportionate share of capital facility needs. Development impact fees do have limitations, and should not be regarded as the total solution for infrastructure funding needs. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, development impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies.

LANCASTER COUNTY SCHOOL DISTRICT SCHOOL DEVELOPMENT IMPACT FEE OVERVIEW

The Lancaster County School District has seen significant residential growth in the Indian Land attendance area over the past several years and with it increased enrollment. This growth is expected to continue in the future. The Lancaster County School District school development impact fees are derived using a combination of the incremental expansion approach for schools to serve grades K-8 (a development impact fee for high schools is not recommended at this time). This approach determines current level-of-service standards for school buildings (i.e., elementary and middle schools) and land for school sites. Level-of-service standards are derived using 2020-2021 permanent capacity and are expressed as follows:

1. School buildings: Square feet per student by type of school
2. Land: Acres per student by type of school

A credit is included in the development impact fee to account for outstanding debt on existing and future school facilities. Further detail on the approach, levels of service, costs, and credits is provided in the body of this report.

SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

The State of South Carolina grants the power for cities and counties to collect development impact fees on new development pursuant to the rules and regulations set forth in the South Carolina Development Impact Fee Act (Code of Laws of South Carolina, Section 6-1-910 et seq.). The process to create a local development impact fee system begins with a resolution by the County Council directing the Planning Commission to conduct a development impact fee study and recommend a development impact fee ordinance for legislative action.

Generally, a governmental entity must have an adopted comprehensive plan to enact development impact fees; however, certain provisions in State law allow counties, cities, and towns that have not adopted a comprehensive plan to impose development impact fees. Those jurisdictions must prepare a

capital improvements plan as well as prepare a development impact fee study that substantially complies with Section 6-1-960(B) of the Code of Laws of South Carolina.

All counties, cities, and towns are also required to prepare a report that estimates the effect of development impact fees on the availability of affordable housing before imposing development impact fees on residential dwelling units. Based on the findings of the study, certain developments may be exempt from development impact fees when all or part of the project is determined to create affordable housing, and the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees. A housing affordability analysis in support of the development impact fee study is published as a separate report.

Eligible costs may include design, acquisition, engineering, and financing attributable to those improvements recommended in the local capital improvements plan that qualify for development impact fee funding. Revenues collected by the county, city, or town may not be used for administrative or operating costs associated with imposing the development impact fee. All revenues from development impact fees must be maintained in an interest-bearing account prior to expenditure on recommended improvements. Monies must be returned to the owner of record of the property for which the development impact fee was collected if they are not spent within three years of the date they are scheduled to be encumbered in the local capital improvements plan. All refunds to private land owners must include the pro rata portion of interest earned while on deposit in the development impact fee account.

The Lancaster County School District is also responsible for preparing and publishing an annual report describing the amount of development impact fees collected, appropriated, and spent during the preceding year. Subsequent to adoption of a development impact fee ordinance, the Planning Commission will again be required to review and update the development impact fee study report, capital improvements plan, housing affordability analysis, and development impact fee ordinance. These updates must occur at least once every five years. Pursuant to State Law, the Lancaster County School District will not be empowered to recommend additional projects eligible for development impact fee funding or charge higher maximum allowable development impact fees until the development impact fee study and capital improvement plan have been updated.

CONCEPTUAL DEVELOPMENT IMPACT FEE CALCULATION

In contrast to project-level improvements, development impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of demand units for each unit of development. For example, an appropriate indicator of the demand for schools is population growth, and the increase in population can be estimated from the average number of students per housing unit. The second step in the development impact fee formula is to determine infrastructure units per demand unit, typically called level-of-service (LOS) standards. In keeping with the school example, a common LOS standard is square footage per student. The third step in the development impact fee formula is the cost

of various infrastructure units. To complete the school example, this part of the formula would establish the cost per square foot for school facility construction.

GENERAL METHODOLOGIES

There are three general methods for calculating development impact fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used when there is substantial excess student capacity at a particular school level.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increment to keep pace with development, and is the methodology used for this school development impact fee calculation.

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Credits

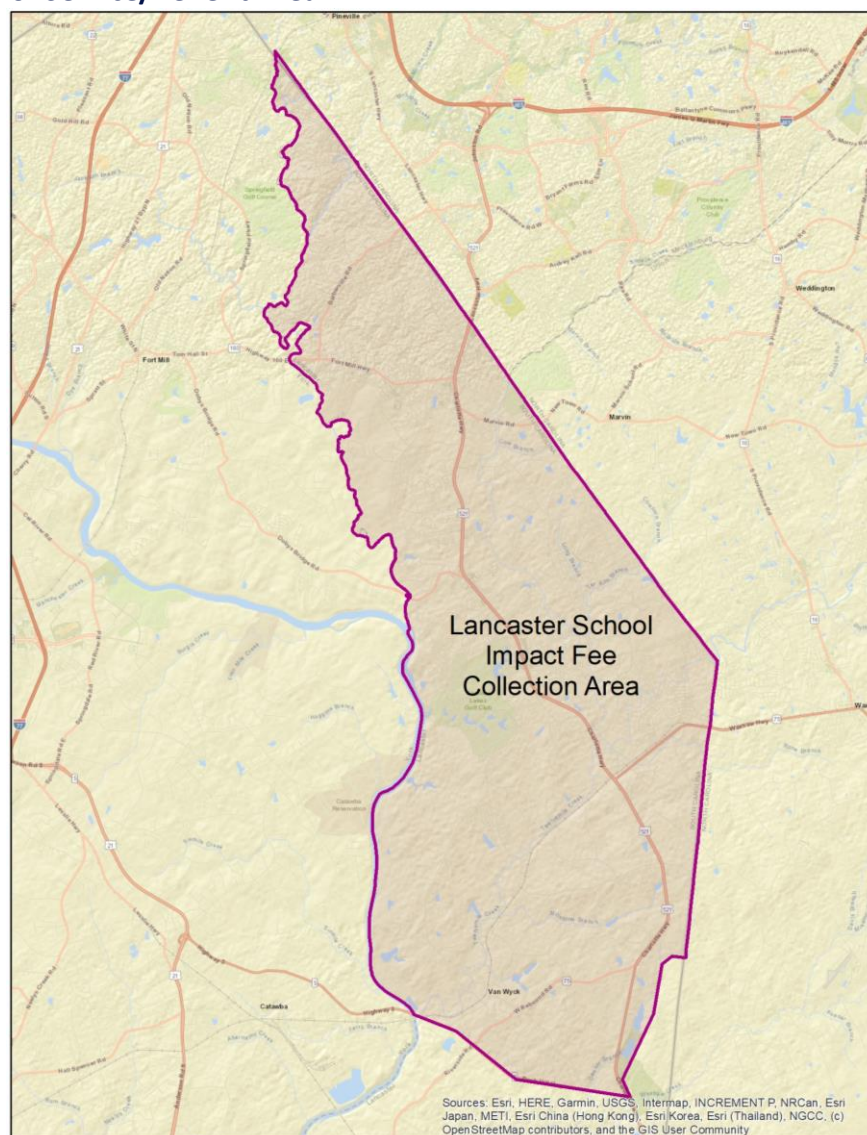
Regardless of the methodology, a consideration of “credits” is integral to the development of a legally defensible development impact fee methodology. There are two types of “credits” with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

- First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by development impact fees. This type of credit is integrated into the development impact fee calculation, thus reducing the fee amount.
- Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by development impact fees. This type of credit is addressed in the administration and implementation of the development impact fee program.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee. The service/benefit area is shown in Figure 1.

Figure 1. Map of Service/Benefit Area



PROPOSED DEVELOPMENT IMPACT FEE SCHEDULE

As documented in this report, the Lancaster County School District has complied with the South Carolina Development Impact Fee Act and applicable legal precedents. Development impact fees are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. This report documents the formulas and input variables used to calculate the school development impact fees. Development impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

School development impact fees are applied only to residential development and are per housing unit, reflecting the proportionate demand by type of unit. The amounts shown are “maximum allowable”

amounts based on the methodologies, levels of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the school capital costs detailed in this report. The District, through Lancaster County, can adopt amounts that are lower than the maximum amounts shown; however, a reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the School District's level of service.

Figure 2 provides the maximum allowable school development impact fees for the Lancaster County School District. As discussed previously, these fees are to be implemented for the Indian Land attendance area only. For a single family unit, the maximum allowable fee amount is \$8,202 per unit. For a multifamily unit, the maximum allowable development impact fee amount is \$8,701.

Figure 2. Maximum Allowable School Development Impact Fees

Maximum School Impact Fees: Lancaster County School District	
	<i>K-8 Allowable Fee</i>
Single Family	\$8,202
Multifamily	\$8,701

A note on rounding: Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using one, two, and three digit places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

STUDENT GENERATION RATES AND PROJECTED ENROLLMENT

This section of the Report discusses the student generation rates and enrollment projections used in the development impact fee calculations.

STUDENT ENROLLMENT PROJECTIONS

Section 6-1-960(6) of the South Carolina Development Impact Fee Act requires:

“the total number of service units necessitated by and attributable to new development within the service area, based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria.”

Districtwide Enrollment Projections

Enrollment projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report*, developed by Numerix LLC, a Charleston based consulting firm. As shown in Figure 3, enrollment is 14,102 in the base year this Study was started (School Year 2019-2020). By the 2024-2025 school year, the Lancaster County School District is projected to have a total enrollment of 16,744, an increase of 2,642 students. Because a projection of students beyond 5 years is needed to determine debt service credits (discussed later in this Report), TischlerBise utilized a straight-line projection based on the average annual increase over years 1 through 10. Utilizing this approach, the 10-year increase in students is estimated at 5,283 and the 20-year increase is estimated at 10,573 students.

Figure 3. Lancaster County School District Enrollment Projections

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2029-2030	2034-2035	2039-2040	10-Year Change	20-Year Change
	Base Yr	1	2	3	4	5	10	15	20		
Elementary	6,969	6,740	6,969	7,264	7,440	7,587	8,113	8,733	9,353	1,144	2,384
Middle	3,323	3,032	3,088	3,100	3,121	3,237	3,658	3,573	3,488	335	165
High	3,810	4,836	5,121	5,444	5,656	5,920	7,614	9,724	11,834	3,804	8,024
TOTAL	14,102	14,608	15,178	15,808	16,217	16,744	19,385	22,030	24,675	5,283	10,573

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.

Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

Indian Land Attendance Area Enrollment Projections

As stated previously in the Executive Summary, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Figure 4 shows the projected enrollment by school for the Indian Land attendance area. Similar to the Districtwide projections, these projections are from the *Lancaster County School District 2018-2019 Membership Forecast Report*, developed by Numerix LLC (Numerix). As shown in Figure 4, the school configurations in the Indian Land attendance area are different than the rest of the District (beginning in school year 2021-2022). For example, elementary schools in the Indian Land attendance area include grades K-4, whereas elementary schools in the other District attendance areas house grades K-5. A similar situation exists at the middle school level, where middle schools house grades 6-8 outside of the Indian Land attendance area, but Indian Land has two different schools, one housing grades 5-6 and the other housing grades 7-8.

Based on the enrollment projections from Numerix, enrollment at the K-4 level is projected to increase by 1,015 students over the next ten years, and 2,142 students over twenty years. At the grades 5-6 level, enrollment is projected to increase by 765 students over the next ten years, and 1,615 students over twenty years. At the grades 7-8 level, enrollment is projected to increase by 1,065 students over the next ten years, and 2,249 students over twenty years. Finally, high school enrollment is projected to increase by 1,870 students over the next ten years, and 3,947 students over twenty years.

Figure 4. Indian Land Attendance Area Enrollment Projections

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2030-2031	2035-2036	2040-2041	10-Year Change	20-Year Change
	1	2	3	4	5	10	15	20		
Harrisburg ES (K-4 in 2021-22)	954	998	1,024	1,050	1,059	1,153	1,264	1,374	199	420
Indian Land ES (K-4 in 2021-22)	1,140	1,264	1,345	1,408	1,430	1,564	1,800	2,035	424	895
Van Wyck ES (K-4 in 2021-22)	758	849	929	986	1,025	1,150	1,367	1,585	392	827
Indian Land MS (5-6 in 2021-22)	1,007	1,106	1,185	1,311	1,488	1,772	2,197	2,622	765	1,615
Indian Land HS (7-8 in 2021-22)	969	1,016	1,108	1,214	1,302	2,034	2,626	3,218	1,065	2,249
New HS (Opening 2021-22)	1,537	1,709	1,864	2,066	2,258	3,407	4,446	5,484	1,870	3,947
TOTAL	6,365	6,942	7,455	8,035	8,562	11,080	13,699	16,319	4,715	9,954

*Enrollment projections in years 1-10 based on LCSD Membership Forecast by Area Projections.
Years 11-20 are based on a straight-line projection using the average annual increases from years 1-10

STUDENT GENERATION RATES

Section 6-1-960(3) of the South Carolina Development Impact Fee Act requires:

“a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate.”

Demand for additional school capacity will be generated by new residential development. To determine the level of this demand, student generation rates are used as the “service unit” for the school development impact fees. The term “student generation rate” refers to the number of non-charter, public school students per housing unit within the Lancaster County School District. Public school students are a subset of school-aged children, which includes students in private schools and home-schooled children. Student generation rates are important demographic factors that help account for variations in demand for school facilities by type of housing. Students per housing unit are held constant over the projection period since the development impact fees represent a “snapshot approach” of current levels of service and costs.

TischlerBise derived custom student generation rates for Lancaster County using demographic data from survey responses published by the U.S. Census Bureau in files known as Public Use Microdata Samples (PUMS) and 2017-2018 school year enrollment data from Lancaster County Schools. TischlerBise uses American Community Survey (ACS) 2013-2017 PUMS data – the most recent year available – to derive the number of students per housing unit by type of unit. PUMS data are only available for areas of roughly 100,000 persons, and Lancaster County is included in South Carolina Public Use Microdata Area (PUMA) 00700. This analysis calculates unadjusted student generation rates based on all public school students and housing units in PUMA 00700 and then adjusts these rates based on local enrollment and housing unit estimates for Lancaster County.

Student generation rates for the Lancaster County School District were developed by TischlerBise, based on data from the Public Use Microdata Sample (PUMS) for South Carolina and U.S. Census Bureau American Community Survey (ACS) data. Shown in Figure 5 below, the housing unit types that will be used in the development impact fee calculations are (1) Single Family, which includes single family attached (townhome) and manufactured (mobile) homes; and (2) Multifamily units.

Figure 5. Lancaster County School District Public School Students by Housing Unit Type

**Estimated Public School Students
by Housing Unit Type**

	<i>Housing Unit Type</i>		<i>Total</i>
	<i>Single-Family*</i>	<i>Multi-Family</i>	
Elementary School	5,528	438	5,966
Middle School	2,862	219	3,081
High School	4,211	287	4,498
	TOTAL		13,545

	<i>Housing Unit Type</i>		<i>Total</i>
	<i>Single-Family</i>	<i>Multi-Family</i>	
Housing Units	32,902	2,434	35,336

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)

*Includes detached and attached (i.e. townhouses), as well as manufactured homes

Next, using the totals above, student generation rates by housing unit type are calculated by dividing the number of students in each type of unit by the total number of housing units in the Lancaster County School District. Figure 4 indicates that a single family unit is estimated to generate a total of .364 students, with .179 in elementary grades, .084 in middle school grades, and .101 in high school grades. A multifamily unit is estimated to generate .372 students per unit.

Figure 6. Public School Students in Lancaster County School District by Housing Unit Type

	<i>Housing Unit Type</i>		<i>Weighted Average</i>
	<i>Single-Family*</i>	<i>Multi-Family</i>	
Elementary School	0.179	0.192	0.180
Middle School	0.084	0.087	0.085
High School	0.101	0.093	0.101
TOTAL	0.364	0.372	0.366

Source: TischlerBise estimates for Lancaster County using U.S. Census Bureau, 2017 ACS Public Use Microdata Sample for South Carolina PUMA 700 (calibrated to LCSD enrollment for 2016-2017 and 2013-2017 ACS housing unit estimate.)

*Includes detached and attached (i.e. townhouses), as well as manufactured homes

CAPITAL IMPROVEMENT PLAN

OVERVIEW OF CURRENT SCHOOL FUNDING ARRANGEMENTS

Section 6-1-960(8) of the South Carolina Development Impact Fee Act requires:

“identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements.”

The construction of schools is largely the responsibility of each School District. In the case of the Lancaster County School District, the District is responsible for 100 percent of the funding to construct new school capacity. Historically, the District has funded new school construction through the issuance of bonds, backed by property tax revenue. South Carolina’s state constitution allows government entities to issue bonds to fund capital projects (construction of new schools and improvements to existing schools). In order to lessen the burden on existing residents and businesses within the District of funding growth-related school capacity needs in the Indian Land attendance area, the Lancaster County School District has decided to examine school development impact fees for the Indian Land attendance area.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity over the next ten years, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. There are no capacity needs projected in the school attendance areas elsewhere in Lancaster County over the next ten years. By only applying the school development impact fee to new growth in the Indian Land school attendance area, new residents in that attendance area will be certain that they are receiving a benefit from the fee.

BUILDING AND SITE LEVEL-OF-SERVICE STANDARDS

Section 6-1-960(1) of the South Carolina Development Impact Fee Act requires:

“a general description of all existing facilities and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage.”

Section 6-1-960(2) of the South Carolina Development Impact Fee Act requires:

“an analysis of total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards.”

This section provides data on infrastructure standards for school buildings and sites on which the proposed development impact fees are based.

K-8 Schools

As discussed previously, TischlerBise is only recommending school development impact fees for the Indian Land school attendance area. Additionally, beginning in School Year 2021-2022, the school configurations for elementary and middle schools in the Indian Land attendance area will be different than elsewhere in the District, with elementary schools housing grades K-4 rather than K-5 and grades 5-6 and 7-8 being housed in separate schools. Therefore, rather than have separate elementary and middle school development impact fees, TischlerBise is recommending that these two school levels be combined for the development impact fee calculation, given the Indian Land attendance area-specific overlap of these grade levels.

The inventory and current levels of service for K-8 schools in the Indian Land attendance area are shown below in Figure 7. As indicated in Figure 7, K-8 school buildings in the Indian Land attendance area in School Year 2021-2022 will have a total of 633,106 square feet of building floor area on 192.62 acres. The projected enrollment in School Year 2021-2022 in these schools is 4,828 and permanent capacity is 5,493.

Levels of service are shown for buildings and land for elementary schools at the bottom of Figure 7. Levels of service are calculated by dividing the amount of infrastructure by total enrollment and capacity. (For example, 633,106 square feet of school building space is divided by a permanent capacity of 5,493 students to arrive at 115.26 square feet per student.) Since K-8 schools in the Indian Land attendance area will be operating under capacity, there are no existing deficiencies. Therefore, *the level-of-service standard on which the development impact fees are based is calculated using existing capacity* (shaded in Figure 7). This ensures new development is not charged for a higher level of service than what is currently provided.

Figure 7. Indian Land Attendance Area K-8 Schools

Facility	Building Sq Ft	Acreage	2021-22 Enrollment*	Permanent Capacity	Utilization
Harrisburg Elementary (K-4)	96,691	28.29	954	970	98%
Indian Land Elementary (K-4)	124,640	50.30	1,140	1,052	108%
Van Wyck Elementary (K-4)	96,685	36.49	758	1,170	65%
Indian Land Intermediate (5-6)	157,545	55.66	1,007	1,174	86%
Indian Land Middle School (7-8)	157,545	21.88	969	1,127	86%
TOTAL	633,106	192.62	4,828	5,493	88%

K-8 School Levels of Service	<i>Building SF</i>	<i>Land</i>
LOS per Student (current enrollment)	131.13	0.0399
LOS per Student (current capacity)	115.26	0.0351

Source: Lancaster County School District

*Projected enrollment from Lancaster County School District 2018-2019 Membership Forecast Report, developed by Numerix LLC

PLANNED CAPACITY PROJECTS

Section 6-1-960(9) of the South Carolina Development Impact Fee Act requires:

“a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.”

Figure 8 lists the capacity-related projects the Lancaster County School District, at a minimum, will pursue over the next ten years. It is anticipated that several additional projects will be identified over the next few years and the Development Impact Fee Study and Capital Improvement Plan will be updated at that time.

Figure 8. Lancaster County School District Planned Capacity Projects

Facility	Timeframe
K-8 Land	SY25-26
Addition to Indian Land 7-8 School	SY26-27
Addition to Harrisburg Elementary	SY26-27
Addition to Indian Land Elementary	SY27-28

FUTURE CAPACITY PROJECTION

Section 6-1-960(5) of the South Carolina Development Impact Fee Act requires:

“a description of all system improvements and their costs necessitated by and attributable to new development in the service area, based on the approved land use assumptions, to provide a level of service not to exceed the level of service currently existing in the community or service area, unless a different or higher level of service is required by law, court order, or safety consideration.”

Section 6-1-960(7) of the South Carolina Development Impact Fee Act requires:

“the projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty years.”

The Lancaster County School District’s permanent K-8 capacity in the Indian Land attendance area is 5,493 student seats. By school type, permanent capacity is as follows: elementary school (K-4) – 3,192; and middle school (grades 5-8) – 2,301. Based on the projected school year 2021-2022 enrollment, permanent capacity utilization will be 89% for elementary schools and 86% for middle schools.

As the School District’s student enrollment increases, new development will demand additional school infrastructure. As shown in Figure 9, **without additional student seats, Indian Land attendance area elementary schools will be at 121% of their permanent capacity** at the end of ten years.

Figure 9. Forecasted Elementary School Capacity Utilization

<i>Elementary</i>			
<i>School Year</i>	<i>Projected Enrollment</i>	<i>Total Student Stations</i>	<i>Utilization</i>
2021-2022	2,852	3,192	89%
2022-2023	3,111	3,192	97%
2023-2024	3,298	3,192	103%
2024-2025	3,444	3,192	108%
2025-2026	3,514	3,192	110%
2026-2027	3,548	3,192	111%
2027-2028	3,567	3,192	112%
2028-2029	3,663	3,192	115%
2029-2030	3,754	3,192	118%
2030-2031	3,867	3,192	121%

As shown in Figure 10, without additional student seats, Indian Land attendance area middle schools will be at 165% of their permanent capacity at the end of ten years.

Figure 10. Forecasted Middle School Capacity Utilization

<i>Middle (Grades 5-8)</i>			
<i>School Year</i>	<i>Projected Enrollment</i>	<i>Total Student Stations</i>	<i>Utilization</i>
2021-2022	1,976	2,301	86%
2022-2023	2,122	2,301	92%
2023-2024	2,293	2,301	100%
2024-2025	2,525	2,301	110%
2025-2026	2,790	2,301	121%
2026-2027	3,092	2,301	134%
2027-2028	3,382	2,301	147%
2028-2029	3,538	2,301	154%
2029-2030	3,603	2,301	157%
2030-2031	3,806	2,301	165%

SCHOOL DEVELOPMENT IMPACT FEE CALCULATION

METHODOLOGY

The Lancaster County School District school development impact fee methodology is based on current average public school student generation rates, level-of-service standards, and local costs. The school development impact fees use an incremental expansion approach, which documents the current level of service for public facilities in both quantitative and qualitative measures. The intent is to use development impact fee revenue to expand or provide additional facilities, as needed to accommodate new development, based on the current level of service and cost to provide capital improvements. All school levels are included in the fees. Costs for school buildings (including contents), and land for school sites are included in the fee. Finally, credits for future principal payments on existing and future debt are included.

CONSTRUCTION COSTS

The Lancaster County School District is responsible for 100 percent of new school construction costs in the District. The per square foot cost of \$343 utilized in this study is based on an Opinion of Probable Cost (OPC) for new K-8 school construction (dated February 9, 2021) prepared by Mechanical Engineering Consulting Associates, Inc. (MECA) for the Lancaster County School District.

Figure 11. K-8 School Construction Cost Assumptions

<i>Site</i>	<i>Cost</i>	<i>Square Feet</i>	<i>Cost/Per Sq. Ft.</i>
Elementary School #10 (Fort Mill)	\$42,278,388	125,000	\$338
Elementary School #8 (Clover)	\$39,719,403	115,000	\$345
Middle School #6 (Fort Mill)	\$53,646,800	155,000	\$346
Weighted Average Total	\$135,644,591	395,000	\$343

Source: Based on Opinion of Probable Cost prepared by MECA, Inc.

LAND COSTS

The Lancaster County School District anticipates the need to purchase land for future school sites to accommodate school capital needs brought about by new residential development in the Indian Land attendance area. School District staff provided acreage and sales price data for recent land purchases totaling approximately 165.18 acres at a cost of approximately \$7.52 million. As shown in Figure 12, the weighted average cost per acre used in this study is \$45,529 per acre. These parcels provide a representative sample reflective of *actual* land purchases by the District. In other words, it is a perfectly reasonable approximation of expected land costs and may actually be on the conservative side since two of the purchases were more than ten years ago. If anticipated land purchases were identified and made public as part of this study, it would likely have the effect of reducing the District's negotiating leverage and result in an even greater cost per acre assumption.

Figure 12. Land Cost Assumptions

<i>Site</i>	<i>Year</i>	<i>Original Cost</i>	<i>Acres</i>	<i>Total Cost Per Acre</i>
Van Wyck Elementary	2006	\$912,250	36.49	\$25,000
Land for New High School	2017	\$5,507,507	100.00	\$55,075
Land for New Elementary School	2012	\$1,100,662	28.69	\$38,364
		\$7,520,419	165.18	\$45,529

Source: Lancaster County School District

CREDITS/OFFSETS

Section 6-1-990(B)(3) of the South Carolina Development Impact Fee Act requires and analysis of:

“extent to which the new development contributes to the cost of system improvements”

Credits for Future Principal Payments on Existing School Capacity

Because the Lancaster County School District debt-financed recent school capacity expansions, a credit is included for future principal payments on outstanding debt. A credit is necessary since new residential units that will pay the development impact fee will also contribute to future principal payments on this remaining debt through property taxes. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

School District staff provided outstanding debt for Lancaster County School District. As shown in Figure 13, outstanding debt from school capacity expansion projects totals approximately \$193.1 million. Annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2024-2025 school year, the total principal payment of \$6,645,000 is divided by projected enrollment of 16,744 for a payment per student of \$397. To account for the time value of money, annual payments per student are discounted using a net present value formula based on an average interest rate of 2.4%. The total net present value of future principal payments per student is \$7,749. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 13. Credit for Future Principal Payments on Existing Debt

	School Year	Principal 2017 GO	Principal 2019A GO	TOTAL PRINCIPAL	Projected Enrollment	Total Credit per Student
1	2021-2022	\$4,065,000	\$100,000	\$4,165,000	15,178	\$274
2	2022-2023	\$1,845,000	\$2,335,000	\$4,180,000	15,808	\$264
3	2023-2024	\$2,170,000	\$3,935,000	\$6,105,000	16,217	\$376
4	2024-2025	\$2,505,000	\$4,140,000	\$6,645,000	16,744	\$397
5	2025-2026	\$2,865,000	\$4,125,000	\$6,990,000	17,247	\$405
6	2026-2027	\$8,785,000	\$4,130,000	\$12,915,000	17,712	\$729
7	2027-2028	\$9,185,000	\$4,345,000	\$13,530,000	18,244	\$742
8	2028-2029	\$9,560,000	\$4,570,000	\$14,130,000	18,821	\$751
9	2029-2030	\$9,950,000	\$6,910,000	\$16,860,000	19,385	\$870
10	2030-2031	\$10,360,000	\$7,190,000	\$17,550,000	19,914	\$881
11	2031-2032	\$10,740,000	\$7,485,000	\$18,225,000	20,443	\$892
12	2032-2033	\$11,135,000	\$5,800,000	\$16,935,000	20,972	\$808
13	2033-2034	\$11,590,000	\$6,040,000	\$17,630,000	21,501	\$820
14	2034-2035	\$12,065,000	\$6,250,000	\$18,315,000	22,030	\$831
15	2035-2036	\$12,555,000	\$6,445,000	\$19,000,000	22,559	\$842
	Total	\$119,375,000	\$73,800,000	\$193,175,000		\$9,883

Discount Rate	2.7%
Net Present Value	\$7,749

Source: Lancaster County School District Cumulative Bond Payment Schedule

Credit for Existing and Future Debt Principal

The Lancaster County School District would need to issue debt through a bond referendum to fund future K-8 school construction. Because this referendum has not been proposed at the time of this Capital Improvement Plan and Development Impact Fee Study, TischlerBise has estimated what the principal payments would be on a bond issued in 2021 in the amount of anticipated school construction. To ensure that new development does not “double pay” through the development impact fee and again through future property tax payments, a credit is included for estimated principal payments on this future debt. A credit is not necessary for interest payments because interest costs are not included in the development impact fee.

As shown in Figure 14, projected future debt from school K-8 capacity expansion projects estimated at approximately \$53.6 million. Projected annual principal payments are divided by student enrollment in each year to determine a credit per student. For example, in the 2022-2023 school year, the total projected principal paid by the residential tax base (\$2,682,340) is divided by projected enrollment of 15,808 for a payment per student of \$170. To account for the time value of money, annual payments per student are discounted using a net present value formula based on the projected interest rate of 2.7%. The total net present value of future principal payments per student is \$2,196. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 14. Credit for Principal Payments on Future Debt

<i>School Year</i>	<i>Principal Payments</i>	<i>Projected Enrollment</i>	<i>Total Credit per Student</i>
2020-2021	\$2,682,340	14,608	\$184
2021-2022	\$2,682,340	15,178	\$177
2022-2023	\$2,682,340	15,808	\$170
2023-2024	\$2,682,340	16,217	\$165
2024-2025	\$2,682,340	16,744	\$160
2025-2026	\$2,682,340	17,247	\$156
2026-2027	\$2,682,340	17,712	\$151
2027-2028	\$2,682,340	18,244	\$147
2028-2029	\$2,682,340	18,821	\$143
2029-2030	\$2,682,340	19,385	\$138
2030-2031	\$2,682,340	19,914	\$135
2031-2032	\$2,682,340	20,443	\$131
2032-2033	\$2,682,340	20,972	\$128
2033-2034	\$2,682,340	21,501	\$125
2034-2035	\$2,682,340	23,617	\$114
2035-2036	\$2,682,340	22,030	\$122
2036-2037	\$2,682,340	22,559	\$119
2037-2038	\$2,682,340	23,088	\$116
2038-2039	\$2,682,340	23,617	\$114
2039-2040	\$2,682,340	24,146	\$111
Total	\$53,646,800		\$2,804
Discount Rate			2.7%
Net Present Value			\$2,196

Source: TischlerBise, based on equal annual principal payments on the cost of future schools

Credit for Excess Revenue

In addition to credits for existing and future contributions to debt principal payments, TischlerBise also evaluated the extent to which new development may contribute to school capital facility construction through other revenue sources.

The current school funding structure in South Carolina, under Act 388, separates revenue streams for capital projects and general operations. The Lancaster County School District funds capital projects, such as new school construction, through its debt millage, which is currently set at 65 mills. A credit, intended to offset this annual contribution of debt millage for principal payments on existing and future debt, is discussed above.

General operational budgets are funded by tax on commercial and rental properties, whereas owner-occupied homes are exempt. The majority of homes within the District are owner-occupied and do not pay operating millage to the District. Therefore, a credit for additional revenue that contributes to the cost of system improvements is not required.

SCHOOL DEVELOPMENT IMPACT FEE INPUT VARIABLES

Factors used to derive the Lancaster County School District's school development impact fees are summarized in Figure 15. Development impact fees for schools are based on student generation rates (i.e., public school students per housing unit) and are only assessed on residential development. Level-of-service standards are based on current costs per student for school buildings and land, as described in the previous sections and summarized below.

The gross capital cost per student is the sum of the cost per student for each component. The calculation is as follows: $\$39,533$ [building construction] + $\$1,597$ [land] = $\$41,130$ gross capital cost per student.

The net local capital cost per student is the sum of the gross capital cost per student and the recommended revenue credits. Continuing from above, the calculation is as follows: $\$41,130$ [gross capital cost per student] - $\$7,749$ [credit for future payments on existing debt service principal] - $\$2,196$ [credit for future payments on future debt service principal] = $\$31,185$ net local capital cost per student.

Figure 15. School Development Impact Fee Input Variables

Public School Students per Housing Unit	
	(K-8)
Single Family	0.263
Multifamily	0.279

Current Level of Service Standards	
	K-8
Permanent Building Square Feet per Student	115.26
Cost per Square Foot	\$343
Total Building Construction Cost per Student Station	\$39,533
Acreage per Student	0.04
Land Cost per Acre	\$45,529
Land Cost per Student	\$1,597
Total Gross Capital Cost per Student	\$41,130
Credit for Future Debt Principal	(\$2,196)
Credit for Existing Debt Principal	(\$7,749)
Total Net Local Capital Cost per Student	\$31,185

MAXIMUM ALLOWABLE SCHOOL DEVELOPMENT IMPACT FEES

Figure 16 shows the schedule of maximum allowable development impact fees for the Indian Land attendance area of the Lancaster County School District. The fees are calculated by multiplying the student generation rate for each housing type by the net capital cost per student for each type of school. Each component is then added together to derive the total school development impact fee.

For a single family unit, the K-8 school development impact fee is calculated by multiplying the student generation rate of 0.263 by the net local capital cost per elementary student of \$31,185, which results in a fee of \$8,202 per single family unit. This is repeated for the multifamily housing type.

Figure 16. Maximum Allowable School Development Impact Fees

Maximum School Impact Fees: Lancaster County School District	
	<i>K-8 Allowable Fee</i>
Single Family	\$8,202
Multifamily	\$8,701

APPENDIX A: HOUSING AFFORDABILITY ANALYSIS

Section 6-1-930(2) of the South Carolina Development Impact Fee Act requires:

“Before imposing a development impact fee on residential units, a governmental entity shall prepare a report which estimates the effect of recovering capital costs through impact fees on the availability of affordable housing within the political jurisdiction of the governmental entity.”

In accordance with South Carolina Development Impact Fee Act, this chapter estimates the effects of imposing the maximum supportable development impact fees on the affordability of housing in the Lancaster County. The analysis will examine the current household income and housing expenses that burden an average household in the County. Next, the maximum supportable development impact fee will be included in the cost burden analysis to identify the effect the proposed development impact fees will have on affordable housing.

A similar analysis was completed in the TischlerBise development impact fee study for Lancaster County and County facilities. **To ensure that the results are comparable, dollars have been inflated to the same date July, 2020.**

South Carolina Development Impact Fee Act

Affordable housing is defined in South Carolina Development Impact Fee Act as housing to families whose incomes do not exceed 80 percent of the median income for the service area or areas within the jurisdiction of the governmental entity. The Act does not mention a preferred methodology to examine the household's whose income does not exceed 80 percent of the median income. Therefore, the analysis uses the US Housing and Urban Development's (HUD) criteria that housing should be 30 percent or less of a household's income. The cost of housing is “moderately burdensome” if its cost burden is over 30 percent and “severely burdensome” if the ratio is over 50 percent.

Maximum Supportable Development Impact Fee

The development impact fees found in Figure 17 represent the highest amount supportable for housing units by housing type, which represents new growth's fair share of the cost for capital facilities. The County may adopt fees that are less than the amounts shown. However, a reduction in development impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service. The housing affordability analysis will assume a conservative condition for assessing the effect of the development impact fee on affordable housing in Lancaster County (i.e., the maximum supportable development impact fee amount). If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 17. Maximum Supportable Development Impact Fee

Maximum School Impact Fees: Lancaster County School District	
	K-8 Allowable Fee
Single Family	\$8,202
Multifamily	\$8,701

Housing Stock

Listed in Figure 18, the majority of housing in the service area is single family units. Additionally, the majority of owner-occupied units are single family, while renter-occupied units are a mix of the three housing types.

Figure 18. Housing Stock Characteristics

Units in Structure	Owner-Occupied		Renter-Occupied		Renter & Owner Combined				
	Persons	Hsehlds	Persons	Hsehlds	Persons	Hsehlds	Hsg Units	PPHH	PPHU
Single family [1]	28,959	11,250	2,142	664	31,101	11,914	12,522	2.61	2.48
2 to 4	38	38	30	30	68	68	68	1.00	1.00
5 or more	40	21	604	266	644	287	329	2.24	1.96
Total	29,037	11,309	2,776	960	31,813	12,269	12,919	2.59	2.46
					Vacant HU		650		
					Occupancy Rate		95%		
Summary by Type of Housing	Totals								
	Persons	Hsehlds	Hsg Units	PPHH	PPHU	Hhld Mix	Hsg Mix		
Single Family [1]	31,101	11,914	12,522	2.61	2.48	97%	97%		
Multifamily [2]	712	355	397	2.01	1.79	3%	3%		
Total	31,813	12,269	12,919	2.59	2.46	100%	100%		

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

Household Income

The purchasing power of residents to secure housing is represented by personal income. Personal income includes all wages, tips, and bonuses from employment, as well as retirement income earned from a pension plan or retirement account. In the analysis, household income represents all residents living in the housing unit, no matter relationship. From the US Census Bureau American Community Survey, in 2018 the median annual household income for owner-occupied household in the Greater Panhandle Service Area was \$82,294. By using the US Bureau of Labor Statistics' CPI Calculator, the current household income is estimated at \$84,616. The annual income for a household making 80 percent of the area's median is \$67,693, or \$5,641 per month. This is done for renter-occupied households as well.

Figure 19. Median Household Income

Tenure	Median Annual Hsehold Income (2018)	Median Annual Hsehold Income (2020)	80% of Median Annual Income	Monthly Income
Owner-occupied	\$82,294	\$84,616	\$67,693	\$5,641
Renter-occupied	\$52,868	\$54,360	\$43,488	\$3,624

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S.

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates median income to July, 2020 dollars.

Cost of Homeownership

The analysis uses nine categories to calculate the baseline cost of homeownership: purchase price; mortgage payment; property tax; existing Lancaster County impact fees; fire district fee; solid waste collection fee; water, sewer and electric utilities; telephone, cable and internet utilities; and homeowners insurance.

The following section details the costs included.

Purchase Price

The median home value is used to estimate the purchase price of a home. The American Community Survey estimates that the median value of a home in the service area in 2018 was \$263,543 (US Census Bureau, 2014-2018 American Community Survey 5-Year Estimates). With the US Bureau of Labor Statistics' CPI Calculator, the current home value is estimated to be \$270,981. Furthermore, the proposed maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total purchase price of \$273,214.

Mortgage Payment

A conventional, fixed-rate 30-year mortgage is assumed to estimate monthly costs of principal and interest on a home loan. The down payment for a loan is assumed to be 20 percent of the purchase price ($\$273,214 \times 20\% = \$54,643$). The loan amount for the mortgage is determined by subtracting the down payment from the purchase price ($\$273,214 - \$54,643 = \$218,571$). As of October 7th, 2020, an interest rate of 3.00 percent is assumed for the home purchase based on a survey of competitive interest rates in Lancaster County (www.nerdwallet.com). The monthly mortgage payment is \$922.

Property Tax

To calculate annual property tax, homes in Lancaster County that are permanent residences are subject to 4 percent assessment ratio and a property tax millage rate. Depending on their location, residents are subject to a property tax for municipal services, school services, and fire services. The average total millage rate is 338.15. Furthermore, there is a credit for sales tax in Lancaster County which reduces resident's property tax bill. The credit is 0.072 percent of the home value. For an average valued home in Lancaster County, the credit is \$198.

As a result, the analysis assumes an annual property tax for the average valued home is \$3,498 ($\$273,214 \times 4\% \times 338.15 / 1,000 = \$3,695$ [gross property tax bill] - \$198 [sales tax credit] = \$3,498).

Existing Lancaster County Impact Fees

Although not adopted at the time of this study, TischlerBise is conducting a development impact fee study for Lancaster County for County facilities. Taking a conservative approach to the affordability analysis, the maximum supportable fee amounts in the Lancaster County study are included in the base conditions. The maximum supportable amount for single family units is \$2,233 and is included in the property value and property tax calculation. The maximum supportable amount for multifamily units is \$1,586 and is assumed to be recovered by the owner over 30 years.

Fire District Fee

In the Pleasant Valley and Indian Land Fire Districts there is an annual fee of \$75 that each household pays which helps fund debt service and operations. Although, this fee does not exist throughout the Impact Fee Service Area, a conservative approach is taken, and the fee included in the affordability analysis.

Solid Waste Collection Fee

A weekly pick-up service for trash and recycling was researched online. The service was found to cost an average of \$28 per month (Active Waste Solutions).

Water, Sewer, and Electric Utilities

Based on a 2019 survey by South Carolina Rural Infrastructure Authority Office of Local Government, residential customers in Lancaster County Water and Sewer District averaged \$43 per month for water and \$35.93 per month for sewer.

Additionally, for an average household that uses 1,000 kilowatts of electricity per month, Dominion Energy charges \$108.

As a result, there is an estimated monthly bill of \$187 per month for these utilities.

Telephone, Cable, and Internet Utilities

Spectrum is a provider of telephone, cable, and internet in Lancaster County. From their website, the three services costs \$100 per month.

Homeowner's Insurance

Homeowner's insurance provides protection for the home and is generally required when a home has a mortgage. Conservatively, monthly insurance is estimated to be 10 percent of the monthly mortgage payment or \$92.

Monthly Payment

By compiling the month obligations, it is estimated that the monthly cost for homeownership is \$1,627. At the end of this chapter the monthly costs are listed in Figure 22.

Cost of Renting

The cost of renting a home in the Greater Panhandle Service area is estimated with data provided by the US Census Bureau. In 2018, the median gross rent (including all utilities and rental insurance) is estimated

to be \$1,255. With the US Bureau of Labor Statistics' CPI Calculator, the current cost of renting is estimated to be \$1,290. Furthermore, the proposed multifamily maximum supportable impact fee for Lancaster County (conducted by TischlerBise and not yet adopted) is included in the home value. This results in a total cost of renting of \$1,294.

Cost Burden Analysis

The cost burden for affordable housing is measured as the ratio between monthly payments for housing (including property tax, fee, utilities, and insurance) and monthly gross household income. An analysis was conducted for residents that purchase a home and residents that rent a home. A cost burden ratio of 30 percent is used as the threshold to determine housing affordability in the service area.

Scenario 1: Baseline Conditions

Figure 20 summarizes the cost burden analysis for residents purchasing or renting a median valued home without the proposed maximum supportable development impact fee included. Based on the results, owner-occupied housing costs are below the affordability cost burden for households whose income is 80 percent of the area's median income. Renter-occupied housing costs are above the threshold.

Figure 20. Scenario 1: Cost Burden Analysis without Maximum Supportable Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	\$5,641	\$1,627	28.8%
Renter-Occupied	\$3,624	\$1,294	35.7%

Scenario 2: Baseline Condition + Proposed Development Impact Fee

In the second scenario, the maximum supportable development impact fee is included into the cost burden analysis to highlight the effects the fee has on housing affordability. Indicated in Figure 18, owner-occupied housing units are predominately single family units and renter-occupied housings is mixed between the three categories (single family, 2 to 4 units, and 5 or more). Since the development impact fee is calculated by housing size, the owner-occupied housing unit will be assessed the fee for a single family detached unit (\$8,202) and the renter-occupied housing unit will be assessed the fee for an average sized multifamily unit (\$8,701).

The analysis takes a conservative approach and assumes the purchase price of the median home is raised by the development impact fee. This ultimately increases the household's mortgage payment and property tax, see Figure 22. For renter-occupied housing units, the analysis assumes that the development impact fee will be recouped by the landlord through an increase in monthly rent and will be recouped over 30 years.

Listed in Figure 21, the monthly costs for owners and renters only marginally increases with the maximum supportable development impact fee. The cost burden for owner-occupied housing only increases by 0.5 percentage points while the increase in costs for renter-occupied housing increases by 0.7 percentage points.

Figure 21. Scenario 2: Cost Burden Analysis with Proposed Development Impact Fee

Tenure	Monthly Income (80% of Median)	Monthly Cost	Cost Burden
Owner-Occupied	\$5,641	\$1,653	29.3%
Renter-Occupied	\$3,624	\$1,318	36.4%

Conclusion

The South Carolina Development Impact Fee Act requires preparation of a report that estimates the effect of imposing development impact fees on affordability of housing in the jurisdiction. To calculate the effect, a household that earns 80 percent of the median income should have a cost burden ratio of 30 percent or less for housing. Currently, home ownership is below the affordability threshold, but renting is above the threshold. **This analysis has concluded that the maximum supportable development impact fee results in a marginal increase to the monthly cost for residents and that the increase is low enough that the existing cost burdens are unaffected.** As noted, this analysis takes a conservative approach and assumes that the development impact fees are absorbed entirely by the home occupants. If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 22. Cost of Homeownership

	Monthly Payment Calculation	
	Scenario 1 Baseline Condition	Scenario 2 Baseline Condition + Impact Fee
Purchase Price	\$273,214	\$279,183
Down Payment	\$54,643	\$55,837
Loan Amount	\$218,571	\$223,346
Loan Length (Years)	30	30
Loan Length (Months)	360	360
Yearly Interest Rate	3.00%	3.00%
Monthly Interest Rate	0.25%	0.25%
Monthly Payment	\$922	\$942
Property Tax (per month)	\$292	\$298
Fire District Residential Fee	\$6	\$6
Stormwater Fee	\$28	\$28
Water, Sewer & Electric Utilities	\$187	\$187
Telephone, Cable & Internet Utilities	\$100	\$100
Homeowners Insurance	\$92	\$92
Monthly Cost	\$1,627	\$1,653

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, January 10, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1791, an ordinance titled **"AN ORDINANCE TO AMEND ORDINANCE 2021-1761 BY SUBSTITUTION OF A CORRECTIVE MAP THAT ACCURATELY REFLECTS THE SCHOOL DEVELOPMENT IMPACT FEE COLLECTION AREA AND BY INCLUSION OF AN UPDATED AND CORRECTED SCHOOL DEVELOPMENT IMPACT FEE STUDY AND CAPITAL IMPROVEMENT PLAN."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (<https://www.mylancastersc.org/>), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on December 22nd 2021.

SWORN to before me this 22nd day of
December, 2021

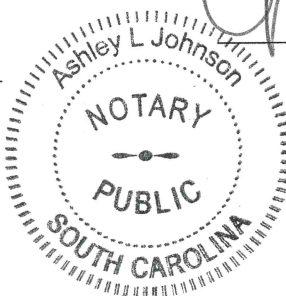
Ashley L Johnson

Notary Public for South Carolina

My Commission Expires: 01/20/2027

Newspaper Rep Signature

Chau Jackson



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1769 / Planning Case Number: DA-2021-0528

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development. The Planning Commission conditionally approved the Preliminary Plat at their November 16, 2021 meeting.

Points to Consider:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and Traffic Impact Analysis.

This development project is outside of the impact fee collection area for the recently enacted Development Impact Fees and not subject to the imposition of impact fees. The developer, though not subject imposition of impact fees, has proposed payments within the Development Agreement to offset the potential impact of the development on schools (\$500/unit), public safety (\$1,000/unit), and public works facilities (\$250/unit).

Funding and Liability Factors:

N/A

Council Options:

To approve or disapprove the Development Agreement.

Recommendation:

Planning Commission unanimously recommended **approval** of the Development Agreement at their November 16, 2021 meeting. There was no discussion amongst the Commission and no one from the public spoke in favor or in opposition.

Staff also recommended approval of the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1769	11/29/2021	Ordinance
Ex 1 to Ordinance 2021-1769 and to Staff Report: Development Agreement	12/6/2021	Agreement
Staff Report	11/19/2021	Planning Staff Report
Ex 2: Location / Zoning Map	11/19/2021	Exhibit
Ex 3: Preliminary Plat	11/19/2021	Exhibit
Ex 4: Traffic Impact Analysis	11/19/2021	Exhibit

STATE OF SOUTH CAROLINA

(

ORDINANCE NO. 2021-1769

COUNTY OF LANCASTER

(

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH ARBOR CONSTRUCTION, LLC, IN CONNECTION WITH A MAJOR SUBDIVISION PRELIMINARY PLAT SD-2021-0528, WHICH PROPOSES A 92-LOT SINGLE-FAMILY CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO) DEVELOPMENT, 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) Arbor Construction, LLC, (“Arbor”) submitted a Major Subdivision Preliminary Plat (“Preliminary Plat”) consisting of a single family detached residential neighborhood located upon a total of 47.47 acres of real property zoned Medium Density Residential (MDR) District and Arbor seeks to utilize the Cluster Subdivision Overlay District (CSO) for a development project. The intent is to develop the 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards. The Preliminary Plat received conditional approval by the Planning Commission at its November 16, 2021, meeting.
- (b) The Development Agreement has been submitted and requested by Arbor pursuant to the UDO requirement that all land development projects that seek a Medium Density Residential (MDR) District/Cluster Subdivision Overlay District (CSO) be governed by a development agreement and so that Arbor will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.
- (c) The Development Agreement attached hereto and incorporated herein as **Exhibit “1”** is authorized by 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 satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.
- (d) 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.
- (e) 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 November 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 5-0- recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit “1”** 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 _____, 2022.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: December 13, 2021
Public Hearing: December 13, 2021
Second Reading: January 10, 2022
Third Reading: January 24, 2022

Approved as to form:

John DuBose, County Attorney

------(Space above this line for recording use)-----

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **DEVELOPMENT AGREEMENT**
)
) **ARBOR MEADOWS**

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of _____ 2022 (“Agreement Date”), by and between Arbor Meadows, LLC, a North Carolina limited liability company (“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 47.47 acres, more or less, located in the County and known as the Arbor Meadows 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 Tax Parcel No. 0087-00-105.00, comprising the Property, be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) 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, planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the 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 remain zoned Medium Density Residential (MDR) District and fully entitled for development as further provided by this Agreement 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 _____ 2022.

(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 Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020.

(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 Arbor Meadows, LLC, a North Carolina limited liability company, 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-4 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. 2021-1769” means Ordinance No. 2021- 1769 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) “Parties” means County and Developer.

(12) “Property” means the land, and any improvements thereon, described in Section 1.04.

(13) “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 one parcel of land identified as Tax Map Nos, 0087-00-105.00, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property are currently zoned Medium Density Residential (MDR) District and thus no rezoning is anticipated as the Parties desire for the Property to remain zoned as Medium Density Residential and as further entitled as provided by the terms of this Agreement.

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, unless otherwise modified by this Agreement. 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 and 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. 2021-1769 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. 2021- 1769 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 acres and that the highlands equal approximately Forty-Two and 93/100 acres (42.93).

(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 Laws and Land Development Regulations defined in Section 3.01(B). 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-4 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) The Developer has a vested right to proceed with the development of the Property in accordance with its zoning classification, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, but only to the extent of specific and express modifications contained in this Agreement.

(E) The Developer acknowledges that performance 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. Nothing in this section modifies the warranty requirements of Section 6.9.3 of the UDO or the performance requirements of Section 8.4.3.A.4 of the UDO.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as 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 change. 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 – E4, 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 Laws and Land Development 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 or preliminary plan approval;
- (2) Civil 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 law 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. On July 29, 2021, the County passed ordinances implementing development impact fees on each emergency medical services, law enforcement, fire and parks & recreation. On September 13, 2021, the County passed an ordinance implementing school impact fees. All of these impact fees were imposed on the Panhandle Region of Lancaster County as further described in the implementing impact fee ordinances. The Property is outside the Panhandle Region and thus not subject to these impact fees.

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 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 County Five Hundred and No/100 Dollars (\$500.00) 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 4.01C. Funds for Public Safety. Developer agrees to pay County One Thousand (\$1,000.00) 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 from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Funds for Public Works. Developer agrees to pay County Two Hundred Fifty (\$250.00) Dollars per housing unit to offset the impact of the development upon the Lynwood

Convenience Center located near the Property. The public works payment shall be paid when a building permit is issued.

Section 4.01E. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B, Section 4.01C, and Section 4.01D (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 News-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 becomes 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 4.01F. Credit for Fees. In the event that the County approves or passes any future ordinance(s) (collectively, “Future Impact Fee Ordinance(s)”) imposing or assessing impact fees of general applicability to property development within the County or areas including the Property and which Future Impact Fees are to be used or applied for the same purpose(s) for which the Developer Fees have been designated (collectively, “Future Impact Fees”) and if the Future Impact Fees apply to the Developer’s development of the Property, the Developer shall receive a credit toward such Future Impact Fees in the amount(s) equal to the Developer Fees which the Developer has paid or is obligated to pay pursuant to Sections 4.01B, 4.01C, and 4.01D.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 202_, 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 subject to the cap set forth in Section 4.02. 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 collection or 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 in the Elgin Fire & Rescue service area and fire services will be provided by Elgin Fire & Rescue, or its successor entities. Developer acknowledges that Elgin Fire & Rescue provides services using 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. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

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: Arbor Meadows, LLC
Attn: Brian J. Macuga, Sr.
4119-I Rose Lake Drive
Charlotte, NC 28217

With a Copy to: Spencer & Spencer
Attn: Paul Dillingham
226 East Main Street, Suite 200
P.O. Box 790
Rock Hill, SC 29731

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 obligation 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 the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (6th) 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 (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., October 29, 2022, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the 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.

WITNESSES:

DEVELOPER:

Arbor Meadows, LLC,
A North Carolina limited liability company

By: _____
Name: Brian J. Macuga
Title: Member
Date: _____

By: _____
Name: Jeff Jernigan
Title: Vice President
Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of North Carolina, do hereby certify that Arbor Meadows, LLC, by its authorized signatories personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____day of _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____day of _____ 2022.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows: fronting and north of Pineview Drive (S•29-521), being shown, described and designated as Tract A containing 44.79 acres on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2007-824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Grace Contractors, Inc. dated July 12, 2007 in Deed Book 410, Page 22 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 2:

All those certain pieces, parcels or lots of land, lying, being and situate in Lancaster County, South Carolina, and more particularly described as follows: located on the north side of Pineview Drive, being shown, described and designated as Lots B, C, D, E, F, G, and H on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina in Plat Book 2007, Page 824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Richard R. Weisner, Jr., Melanie W. Brown, and Melissa W. Roach, dated April 23, 2018 and recorded April 23, 2018 in Deed Book 1134, page 1 in the Register of Deeds Office, Lancaster County, South Carolina.

Exhibit A-2

Plat

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 will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay 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 Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's 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 March 10, 2021.
 - ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required offsite improvements at this time.
 - b. Onsite Improvements:
 - i. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required onsite improvements at this time.
 - ii. *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.
 - iii. *Traffic Calming*: None required
 - iv. *Walkway Connections*: Developer shall install a pedestrian walkway connecting the Property to Pineview Drive, depicted in Exhibit A-2.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties, as required, and will install a sanitary sewer trunk line on the Property to connect to serve the Property via the existing sewer line outfall which flows to the Turkey Creek Pump Station, 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 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 County Council 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]

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	46 units
2	46 units
Total	92 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 92 residential units.

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Exhibit D

Required Information

The Act and 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, Arbor Land Holdings, LLC a North Carolina limited liability company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire 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.

(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.*

(M) *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.*

(N) *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 – E-5.*

(O) *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.*

(P) *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.*

(Q) *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.*

(R) *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.*

(S) *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.*

(T) *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*

(U) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(V) *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.*

(W) *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.*

(X) *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(A).*

(Y) *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.*

(Z) *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. 2021-1769, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. 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-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2021-1769

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[The UDO, updated to the effective date of the Ordinance 2021- 1769, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-4

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

PROPOSAL: **SD-2021-0528:** Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).

DA-2021-0528: Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

PROPERTY LOCATION: Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00)

CURRENT ZONING: Medium Density Residential (MDR) District

PROPOSED ZONING: MDR District / Cluster Subdivision Overlay District (CSO)

APPLICANT: Arbor Construction, LLC

COUNTY COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal

The applicant has requested to develop the subject 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards.

Site Information & Existing Condition

The subject parcel is currently vacant and wooded.

Summary of Adjacent Zoning and Uses

The subject parcel is surrounded by other parcels zoned MDR District, and is comprised of single-family dwellings generally on 100-foot wide or larger lots.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential; Vacant
South	Lancaster County	MDR	Single-Family Residential
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	MDR	Single-Family Residential

DEVELOPMENT SUMMARY:

Cluster Subdivision Overlay District (CSO)

Pursuant to UDO Section 4.4.1, the following general provisions apply to the Cluster Subdivision Overlay District:

Minimum Acreage: Pursuant to UDO Section 4.4.1.A, the minimum tract area for a cluster subdivision shall be 30 gross acres, shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. As proposed, the site shall consist of a single 47.47-acre (42.93 highland) parcel, and connects to the Pineview Drive collector right-of-way.

Minimum Lot Area: Pursuant to UDO Section 4.4.1.B, the minimum lot area per dwelling unit within a cluster subdivision shall be 5,000 square feet. The smallest lot within the proposed subdivision shall be approximately 6,600 square feet.

Minimum Lot Width: Pursuant to UDO Section 4.4.1.C, in a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be 50'. The smallest lot width within the proposed subdivision shall be 55'.

Variety of Lot Sizes: Pursuant to UDO Section 4.4.1.D, individual lots in a cluster subdivision shall vary in size and layout. No more than 34% of the lots in a cluster subdivision shall have a single designated lot width. The proposed subdivision proposes the following lot sizes:

Lot Size	Number of Lots	Percentage of Subdivisions
55' x 120'	31	34%
65' x 125'	31	34%
75' x 130'	30	33%

Setbacks: Pursuant to UDO Section 4.4.1.E, the minimum front, rear, and side yard setbacks shall be 20', 30', and 7.5', respectively. The typical lot detail provided on the preliminary plat notes that these setbacks shall be met for each of the three lot types.

Open Space Requirement: Pursuant to UDO Section 4.4.1.F, no less than 25% of the site acreage, not including primary conservation areas, shall be set aside in perpetuity as open space. This same section establishes the formula by which the required open space shall be determined and, based upon that formula, 15.27 acres (32%) of the site is required to be set aside. The proposed subdivision would have 18.06 acres (38%) of open space in compliance with this requirement.

Maximum Density: Pursuant to UDO Section 4.4.1.G, the maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter 2 of the UDO (2.5 dwelling units per acre). At this density, the 47.47-acre site would allow a total of 118 dwelling units, and only 92 are proposed.

Commercial Requirement: Pursuant to UDO Section 4.4.1.H, there shall be no required commercial within a cluster subdivision. No commercial uses are proposed as a part of the subdivision.

Required Improvements for all Development

Pursuant to UDO Section 6.3, paved streets, park/open space, street trees, and sidewalks are required for all development within the MDR District. The proposed preliminary plat provides for all of these with the exception of the street trees; however the following general note (#18) was provided:

Applicant to install street trees outside of 5' planting strip behind sidewalk. Street trees to be located 3-4' behind back of sidewalk either in the front yard of each lot, side yard of

each lot or in a common open space area. Exact locations to be determined at construction documents to avoid conflicts with utilities and driveways.

This note is not only inconsistent with the location of the proposed planting strip as depicted on the preliminary plat, but also inconsistent with the Street Tree Planting Requirements set forth in UDO Section 7.1.3.A, with one canopy tree for every 40' of street frontage of all rights-of-way adjacent to the development.

Connectivity

Pursuant to UDO Section 6.4.3.A, all development for which new streets are being constructed shall be required to achieve a minimum connectivity index of 1.3 (segments/nodes). The development proposal includes eight segments, and six nodes for a connectivity index of 1.33 in compliance with the standard.

Transportation

As required by UDO Section 6.8, the applicant commissioned a Traffic Impact Analysis (TIA) from Impact Designs, LLC. The TIA looked at three locations relevant to the project (see below), and found that no improvements to mitigate the development's impact are necessary. The TIA was reviewed by SCDOT staff who concurred with those findings.

Intersections	Improvements
Mcllwain Road and Pineview Drive	None Required
Cane Mill Road and Pineview Drive	
Mcllwain Road and Hilton Way Road	

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has not provided any comments regarding this development proposal.

Public Schools

The Lancaster County School District (LCSD) has not provided any comments regarding this development proposal.

DEVELOPMENT AGREEMENT:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The DA must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on December 13, 2021 (first reading of the ordinance).

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and surrounding parcels



Looking north along Pineview Drive with subject parcel on left



Looking southeast from Pineview Drive access to subject parcel



Looking south from Hallman Road at subject parcel

STAFF RECOMMENDATION:

Staff recommends **conditional approval** of this Major Preliminary Subdivision Plat request subject to the condition that all outstanding TRC/Evolve comments are addressed, and based upon the following findings of fact:

1. That the subject application involves parcel TM# 0087-00-105.00;
2. That the subject parcel is currently zoned MDR District, and is proposed to have MDR zoning with Cluster Subdivision Overlay District (CSO);
3. That the subject parcel has a Future Land Use Category of Transitional and a Community Types of Suburban Single-Family Neighborhood, Suburban Multi-Family Neighborhood, and Suburban Commercial Center;
4. That the proposal consists of a Preliminary Plat for a 92-lot Cluster Subdivision; and
5. That the proposed Cluster Subdivision shall comply with those specific Cluster Subdivision Overlay District provisions set forth in UDO Section 4.4.1.

ATTACHMENTS:

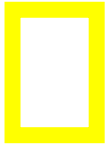
1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. TIA and Consultant Memo
5. TRC/Evolve Comments

STAFF CONTACT:

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

Proposal:
Preliminary Plat 92 lots

Legend:



Subject Property



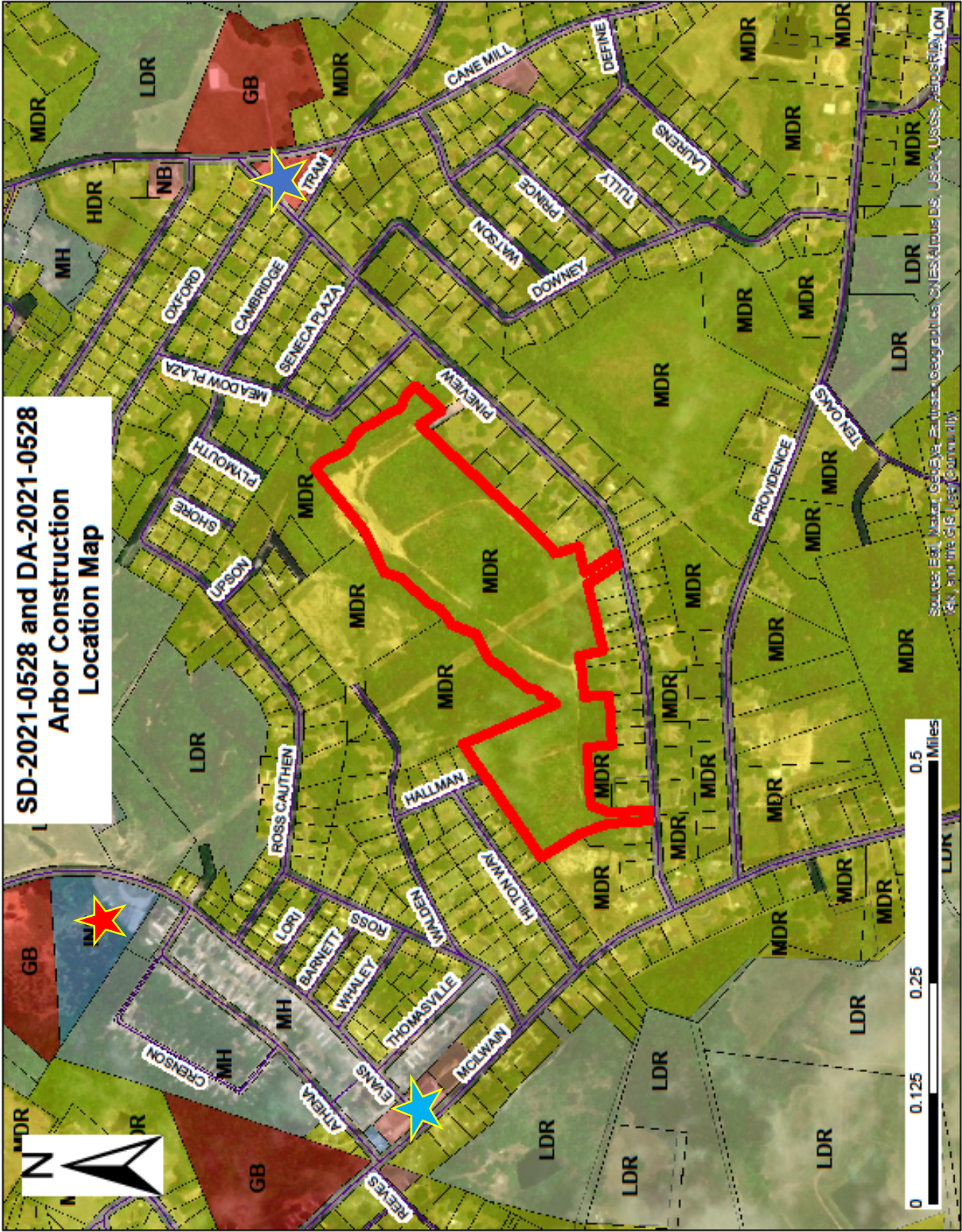
Smokerise Custom
Exhaust



Beacon Baptist Church



Country Corner Grocery



INDEX OF SHEETS			
SHEET NO.	SHEET NAME	ORIGINAL DATE	REVISED DATE
COVER	COVER SHEET	09/30/2021	
INDEX	INDEX SHEET	09/30/2021	
1 OF 2	PRELIMINARY PLAT	09/30/2021	
2 OF 2	PRELIMINARY PLAT	09/30/2021	

ARBOR MEADOWS

PRELIMINARY PLAT

LOCATED IN
LANCASTER COUNTY, SOUTH CAROLINA



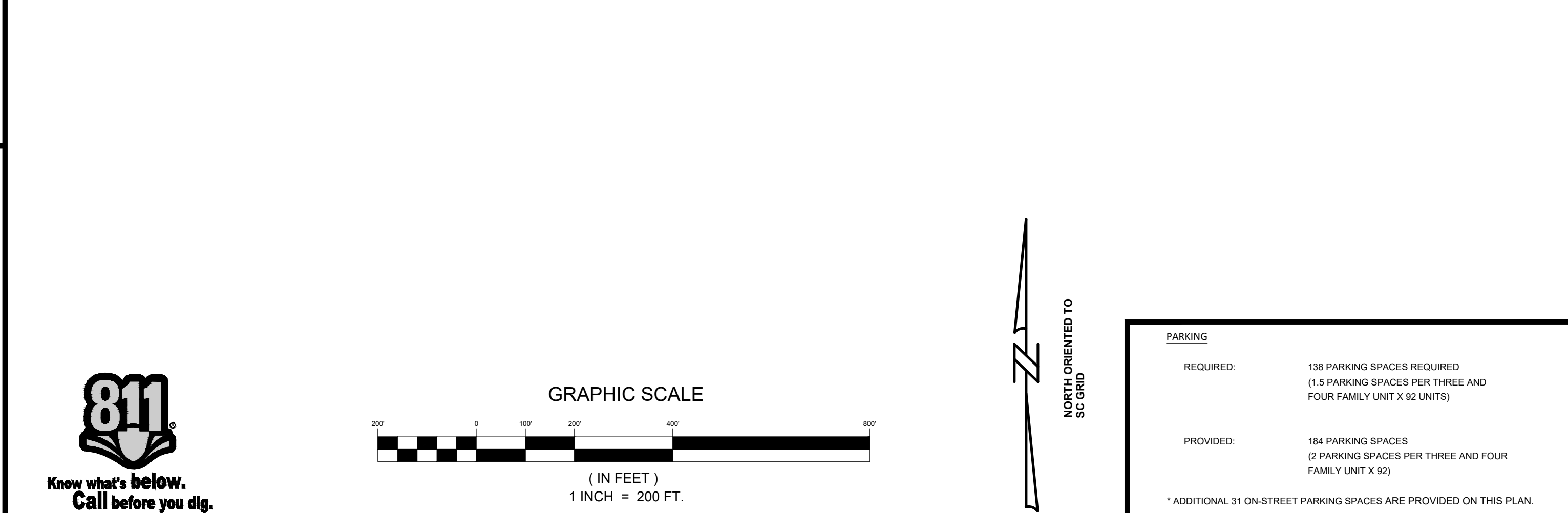
VICINITY MAP 1" = 2,000 FT

ENGINEERING FIRM:	ESP ASSOCIATES, INC.
ADDRESS:	3475 LAKE MOUNT BLVD. FORT MILL, SC 29708
PHONE:	(803) 802-2440
FAX:	(803) 802-2515
CONTACT:	PETER TATSE, AICP
DEVELOPER:	ARBOR CONSTRUCTION, LLC
ADDRESS:	41191 ROSE LAKE DRIVE CHARLOTTE, NC 28217
PHONE:	(704) 542-5533
FAX:	
CONTACT:	MR. JEFF JERNIGAN
REVIEW AGENCY:	LANCASTER COUNTY PLANNING DEPARTMENT ADMINISTRATION BUILDING 101 NORTH MAIN STREET PO BOX 1699 LANCASTER, SC 29720
PHONE:	803-285-6005

ADJACENT PROPERTY OWNERS

PARCEL #	OWNER	MAILING ADDRESS	CITY	STATE	ZIP CODE	ZONING TYPE	LAND USE
1	NICHOLAS DILLON THOMPSON	2570 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
2	ROBERT L. BRADLEY	2590 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
3	MICHAEL P. & JUDITH R. HIRTLE	2604 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
4	DAVID F. VOGHT & VOGHT SHARON A. ELLIOTT	2616 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
5	MELISSA W. ROACH	2636 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
6	ROGER GLENN & ANNE G. HAYES	2656 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
7	MARY LANA ROBINSON	2676 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
8	ARTHUR R. & PATRICIA A. WRIGHT	2684 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
9	WINDEL J. SCOTT & GINA J. ESQUER	2694 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
10	CLAYTON GORE	PO BOX 1122	LANCASTER	SC	29721	MDR	VETERAN EXEMPT
11	PATRICIA J. DEESE	2710 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
12	SUSAN M. CLEMMER	2722 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
13	MICHELLE R. MARTIN	2732 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
14	PRATT M. MCLWAIN	2740 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
15	RUSSELL & MARILYN DENISE DAWKINS	PO BOX 3132	LANCASTER	SC	29721	MDR	RESIDENTIAL
16	JOHN E. & RANED D. STROUD	2764 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
17	DEAN W. & BETTY J. WEST	2776 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
18	CROLYN M. THOMAS	2796 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
19	COOPER WILLIAM BOYD & PEGGY SU	1487 MCLWAIN RD	LANCASTER	SC	29720	MDR	RESIDENTIAL
20	PMELA M. TAYLOR	2047 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
21	RONALD SCOTT JAMES	2039 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
22	KANISHA REBECCA BRACE	2031 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
23	GRIGGS GRIFFIN	2021 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
24	WILLIAM ATWOOD JR. & KAREN BIBB GURGANS	2013 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
25	DANIEL TWEED	2005 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
26	TAIWANA GORDON	2102 HILTON WAY ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL
27	DAVID J. ALLEN	2039 WALDEN ROAD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
28	JARVIS DRIGGERS	2226 ROSS CAUTION RD	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)
29	MICHAEL G. WILLIAMS	BOX 1146	LANCASTER	SC	29721	MDR	AGRICULTURAL
30	JASON M. BRUCE	2478 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
31	CORETTA D. WASHINGTON	2490 MEADOW PLAZA DR	LANCASTER	SC	29721	MDR	RESIDENTIAL
32	CHARLIE W. & MARY P. HINSON	2498 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
33	MARCUS B. CURETON	2508 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
34	MARY DUNCAN	2518 MEADOW PLAZA DR	LANCASTER	SC	29720	MDR	RESIDENTIAL
35	SANDRA L. KUCHERBROD	2524 PINEVIEW DR	LANCASTER	SC	29720	MDR	RESIDENTIAL (NRN)

BASE INFORMATION
BASE INFORMATION OBTAINED FROM SURVEYS BY ESP ASSOCIATES, INC., TITLED "BOUNDARY SURVEY PALMETTO PROPERTY PID: 0087-00-105.00 (47.47 ACRES)" COMPLETED JUNE 9, 2021
TOPOGRAPHIC INFORMATION
TOPOGRAPHY DEPICTED ON PRELIMINARY PLAN OBTAINED FROM LIDAR DATA FROM SCODNR AND IS SHOWN AT 2' INTERVALS.
STREAM AND WETLAND INFORMATION
STREAM AND WETLAND INFORMATION OBTAINED FROM SURVEY BY ESP ASSOCIATES, INC., TITLED "BOUNDARY SURVEY PALMETTO PROPERTY PID: 0087-00-105.00 (47.47 ACRES)" COMPLETED JUNE 9, 2021
ROAD IMPROVEMENTS
NO ADDITIONAL TRAFFIC IMPROVEMENTS ARE PROPOSED OR REQUIRED BY SCODT AS A RESULT OF THIS PROPOSED 92 LOT RESIDENTIAL SUBDIVISION.
OFF SITE UTILITY IMPROVEMENTS
FINAL ALIGNMENT OF ALL OFF SITE UTILITY IMPROVEMENTS TO BE DETERMINED DURING DESIGN PHASE IN COORDINATION WITH LCWSD.
TOTAL OPEN SPACE PROVIDED
TOTAL COMMON OPEN SPACE PROVIDED INCLUDES PROPERTY BUFFERS, NATURAL AREAS, POCKET PARKS, & AMENITY AREAS



DEVELOPMENT DATA:	
ZONING:	EXISTING: MDR TO BE DEVELOPED AS: MDR (CSDD)
TOTAL ACREAGE:	± 47.47 ACRES STREAM / WETLAND BUFFER ACREAGE: ± 4.54 ACRES RESIDENTIAL ACREAGE: ± 42.93 ACRES
TAX MAP NUMBERS:	0087-00-105.00
LOCATION:	LANCASTER COUNTY, SC
PROPOSED USE:	SINGLE-FAMILY RESIDENTIAL
TOTAL HOME SITES:	92 HOME SITES
TYPICAL HOME SITE SIZES:	55' X 120' HOME SITES 31 HOME SITES (33.67%) 65' X 125' HOME SITES 31 HOME SITES (33.67%) 75' X 130' HOME SITES 30 HOME SITES (32.61%)
MAXIMUM DENSITY ALLOWED:	2.50 DU/AC
PROPOSED DENSITY:	1.93 DU/AC
CONNECTIVITY RATIO (LINKS & NODES):	1.3 (LINKS/NODES) REQUIRED: 1.3 (8 LINKS & NODES) PROVIDED:
TOTAL OPEN SPACE SET ASIDE:	REQUIRED: ± 15.27 ACRES (32%) PROVIDED: ± 18.06 ACRES (38%)*
PRIMARY CONSERVATION AREAS:	± 4.54 ACRES**
TOTAL OPEN SPACE SET ASIDE = TOTAL PARCEL MINUS PRIMARY CONSERVATION AREAS MULTIPLIED BY OPEN SPACE PERCENTAGE THEN ADDED TO PRIMARY CONSERVATION AREAS	
TO = TOTAL OPEN SPACE	
TP = TOTAL PARCEL (ACRES)	
PC = PRIMARY CONSERVATION AREA (ACRES)	
OSP = OPEN SPACE PERCENTAGE (25% OF SITE ACREAGE EXCLUDING PC)	
TO = (47.47 - 4.54) 25 + 4.54	
TO = 15.27 (32%) REQUIRED ACRES OF TOTAL OPEN SPACE SET ASIDE	
* TOTAL PROVIDED OPEN SPACE SET ASIDE EXCLUDING PRIMARY CONSERVATION AREAS IS 13.52 ACRES	
** PRIMARY CONSERVATION AREAS INCLUDE WETLANDS, SURFACE WATERS AND STREAM CHANNELS.	

MDR (CSDD) TYPICAL HOME SITE STANDARDS:
MINIMUM HOME SITE SIZE: 6,600 SQUARE FEET
MINIMUM HOME SITE WIDTH: 55'
MINIMUM HOME SITE DEPTH: 120'
SETBACKS:
FRONT SETBACK: 20'
SIDE SETBACK: 7.5'
SIDE / CORNER SETBACK: 15'
REAR SETBACK: 30'
MAXIMUM BUILDING HEIGHT: 35'

- GENERAL NOTES:
- PRELIMINARY PLAT IS SUBJECT TO MINOR REVISIONS DURING THE DESIGN PROCESS AS MAY BE REQUIRED.
 - SEE SHEETS 3 AND 4 FOR DETAILED HOME SITE DIMENSIONS.
 - APPLICANT TO PROVIDE AND INSTALL ROAD SIGNS FOR THIS SUBDIVISION.
 - MAIL BOX KIOSKS SHALL CONFORM TO THE REQUIREMENTS OF THE UNITED STATES POSTAL SERVICE (USPS). PROPOSED MAIL BOX KIOSKS TO BE LOCATED TO NEAREST PUBLIC STREET ACCESS. EXACT LOCATIONS AND DESIGN TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE.
 - DEVELOPER AGREES TO GRANT EASEMENT OVER PRIVATE STREET ROAD ROW AFTER CONSTRUCTION TO LCWSD FOR ACCESS TO WATER AND SEWER INFRASTRUCTURE.
 - ALTHOUGH STREETS SHALL BE PRIVATE, WATER, SEWER, AND HYDRANTS SHALL BE PUBLIC AND MAINTAINED BY LCWSD.
 - PROPOSED LOCATIONS OF WATER AND SEWER LINES SHOWN ON PRELIMINARY PLAN ARE PRELIMINARY AND HAVE NOT BEEN DESIGNED. DESIGN AND DETAILS OF WATER AND SEWER SYSTEMS SHALL BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
 - ROAD GRADING AND PROFILES TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
 - SITE GRADING, CUT, AND FILL TO BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
 - DETAILED LANDSCAPE PLANTING PLANS, OUTLINING LANDSCAPING AND BUFFER PLANTINGS TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
 - LOCATION AND SIZE OF POTENTIAL STORMWATER MANAGEMENT AREAS ARE CONCEPTUAL AND PRELIMINARY AND STILL NEED TO BE DETERMINED. THE EXACT SIZE AND LOCATION OF THESE AREAS SHALL BE DETERMINED DURING CONSTRUCTION DOCUMENT PHASE.
 - SIGNAGE AND MONUMENTATION DETAILS, INCLUDING SIZING AND LOCATIONS, SHALL BE DETERMINED UPON THE SUBMITTAL OF CONSTRUCTION DOCUMENTS. MONUMENTATION AND SIGNAGE TO BE PERMITTED SEPARATELY. MONUMENTATION TO BE INSTALLED OUTSIDE OF SIGHT TRIANGLES & SIGHT DISTANCE LINES.
 - STREET SIGNS TO BE CONSISTENT WITH SCODT DETAILS OR APPROVED EQUIVALENT. DECORATIVE STREET SIGNS MAY BE INSTALLED AS LONG AS THEY MEET OR EXCEED THE MINIMUM SPECIFICATIONS ESTABLISHED BY SCODT.
 - SIGHT DISTANCE PLAN & PROFILES TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE FOR PROJECT ENTRANCE AS REQUESTED BY SCODT.
 - PROPOSED SEWER EASEMENTS SHALL HAVE NO STEEPER THAN 4:1 SLOPE AS REQUESTED BY LCWSD.
 - SANITARY SEWER MANHOLES THAT ARE LOCATED IN FLOODPLAIN TO BE WATER TIGHT.
 - FIRE HYDRANTS TO BE SPACED 500' MINIMUM FROM ANY STRUCTURE AND INSTALLED TO ENSURE THAT EACH PHASE OF CONSTRUCTION OF DEVELOPMENT HAS ADEQUATE HYDRANT PROTECTION. PHASING TO BE DETERMINED AT CONSTRUCTION DOCUMENTATION PHASE. HYDRANT LOCATIONS TO BE ADJUSTED TO PROVIDE COVERAGE BASED ON PHASING.
 - APPLICANT TO INSTALL STREET TREES OUTSIDE OF 5' PLANTING STRIP BEHIND SIDEWALK. STREET TREES TO BE LOCATED 3'-4' BEHIND BACK OF SIDEWALK EITHER IN THE FRONT YARD OF EACH LOT, SIDE YARD OF EACH LOT OR IN A COMMON OPEN SPACE AREA. EXACT LOCATIONS TO BE DETERMINED AT CONSTRUCTION DOCUMENTS TO AVOID CONFLICTS WITH UTILITIES AND DRIVEWAYS.
 - EXACT LOCATION OF SITE ACCESS POINTS TO BE VERIFIED BY SCODT DURING ENCROACHMENT PERMITTING PROCESS.
 - ALL PUBLIC STREETS SHALL BE PRIVATELY MAINTAINED.
 - ADA RAMPS TO BE DESIGNED TO SCODT STANDARDS. LOCATIONS AND DESIGN TO BE PROVIDED AT CONSTRUCTION DOCUMENT PHASE.
 - PER UDO SECTION 4.4.1.9, BUILDING SHALL BE CONSTRUCTED USING QUALITY FINISH MATERIALS (I.E. BRICK, MASONRY, STONE, CONCRETE SIDING, OR STUCCO). VINYL SIDING IS PERMISSIBLE IF IN COMBINATION WITH OTHER BUILDING MATERIALS.
 - PROPOSED PEDESTRIAN NATURAL TRAIL LOCATIONS AND DETAIL DEPICTED ON PLANS ARE CONCEPTUAL & SUBJECT TO CHANGE.
 - NATURAL TRAIL LOCATIONS AND DESIGN TO BE PROVIDED DURING CONSTRUCTION DOCUMENT PHASE.
 - COMPREHENSIVE TRAFFIC CALMING PROGRAM SHALL BE DEVELOPED DURING THE CONSTRUCTION DOCUMENT PHASE.
 - 50' BUFFER SHALL BE REQUIRED ON THE FRONTAGE OF ALL EXISTING PUBLIC STREETS, WHERE THERE IS INSUFFICIENT NATURAL VEGETATION TO PROVIDE A VISUAL BUFFER FOR PRINCIPAL STRUCTURES. PLANTINGS SHALL BE INSTALLED BY THE DEVELOPER. A MINIMUM OF 25 PERCENT OF TREES AND 75 PERCENT OF THE SHRUBS SHALL BE EVERGREENS. EXISTING AND NATURAL VEGETATION SHALL BE RETAINED WHEREVER POSSIBLE AND SHALL COUNT TOWARDS MEETING THE BUFFER REQUIREMENTS.
 - PROPOSED OFFSITE SANITARY SEWER TIES INTO EXISTING SEWER LINE OUTFALL WHICH FLOWS TO THE TURKEY CREEK PUMP STATION.
 - POSSIBLE WATER EXTENSION ALONG PINEVIEW DRIVE MAY BE REQUIRED TO SERVE SITE.

PHASING
1. THE DEVELOPER ANTICIPATES DEVELOPING THE COMMUNITY IN 2 PHASES WHICH WILL BE MORE READILY DEFINED DURING THE CONSTRUCTION DOCUMENT DESIGN PHASE ONCE FINAL GRADING, EARTHWORK AND WATER/SEWER FACILITIES ARE PROPERLY DESIGNED AND LOCATED. PHASES MAY CHANGE ONCE THIS INFORMATION IS COMPLETED AND PROVIDED.
AMENITIES AND OPEN SPACE
1. THE DEVELOPER SHALL PROVIDE COMMON OPEN SPACE AND AMENITIES IN AREAS AS GENERALLY DEPICTED ON THE PRELIMINARY PLAT.
2. COMMON OPEN SPACE SHALL BE RECORDED AND DEEDED TO THE HOMEOWNERS ASSOCIATION FOR THE ARBOR MEADOWS COMMUNITY.
3. AMENITY AREA PROGRAM SHALL CONSIST OF A COMBINATION OF ANY OF THE FOLLOWING COMPONENTS: POCKET PARKS, A PICNIC PAVILION, A DOG PARK AREA, VARIOUS SOFT SURFACE TRAILS AND AS SPACE PERMITS A NEIGHBORHOOD GREEN AREA. SPECIFIC DESIGN DETAILS OF THE AMENITY AREAS AND POCKET PARKS WILL BE DETERMINED AT THE CONSTRUCTION DOCUMENT DESIGN PHASE.
4. SOFT SURFACE TRAILS HAVE BEEN PRELIMINARILY LOCATED FOR USE BY THE RESIDENTS WITHIN THE ARBOR MEADOWS COMMUNITY IN AREAS SHOWN ON THE PRELIMINARY PLAT. TRAIL AREAS SHALL BE MORE SPECIFICALLY DEFINED DURING THE CONSTRUCTION DOCUMENT DESIGN PHASE, ONCE FINAL GRADING AND ENVIRONMENTAL PERMITTING IS UNDERTAKEN.
5. GRADING SHALL BE PERMITTED IN PROJECT'S PERIMETER BUFFER. SUPPLEMENTAL PLANTING SHALL MEET MINIMUM ORDINANCE REQUIREMENTS AT TIME OF APPROVAL AND SHALL BE PROVIDED IN AREAS WHERE GRADING OCCURS WITHIN BUFFER. FENCING MAY ALSO BE UTILIZED AS A SOURCE FOR SCREENING IN REQUIRED BUFFER AREAS WHERE EXISTING VEGETATION DOES NOT EXIST OR MAY BEEN CLEARED DUE TO SITE DEVELOPMENT ACTIVITY.
PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET: COVER

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-553-4949 (NC)
803-802-2440 (SC)
www.espasociates.com

ESP

378-C

No. 1127

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
WITH THE W.V. MANDULE

COVER SHEET

ARBOR MEADOWS

PRELIMINARY PLAT

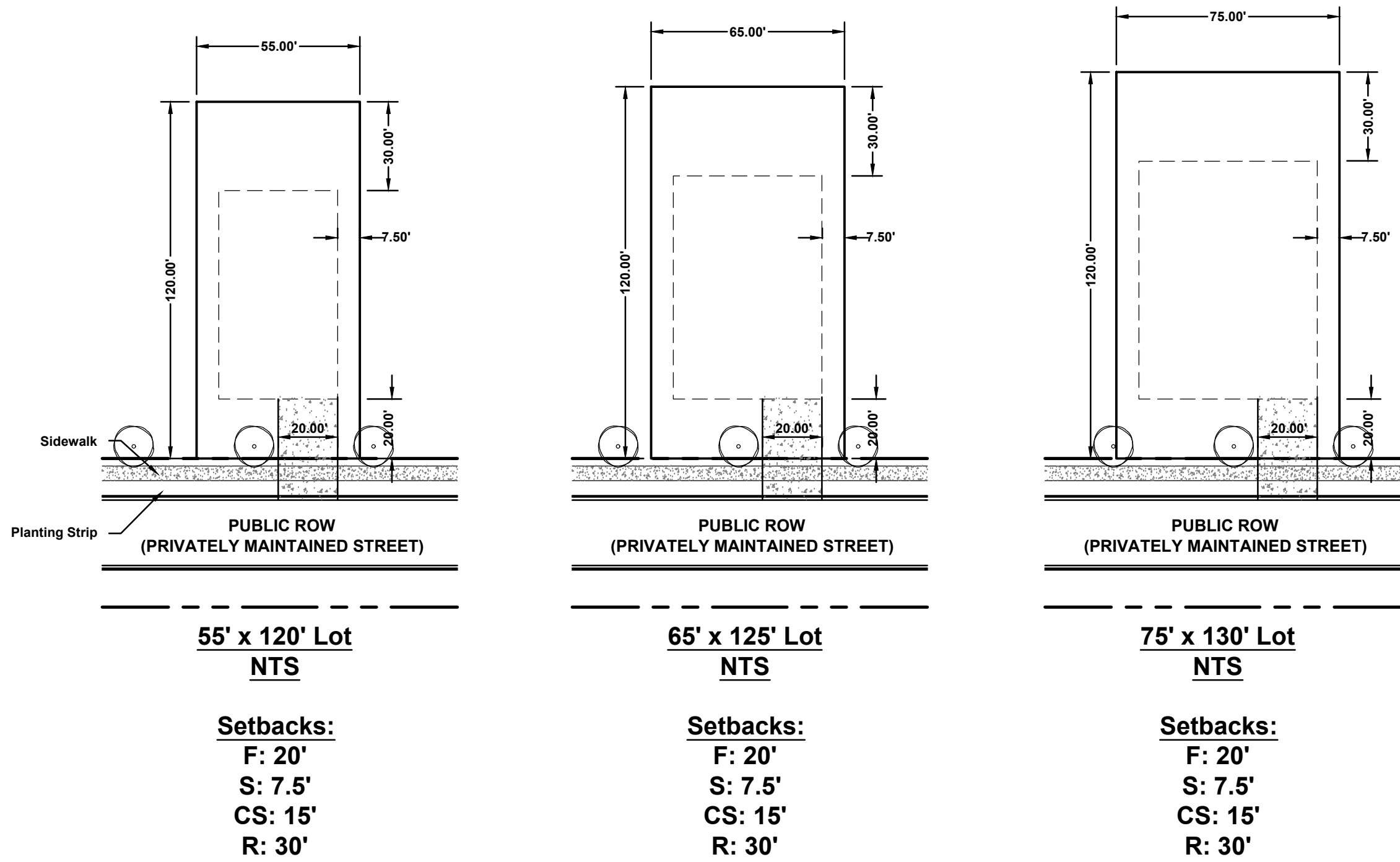
LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC

ROAD NAMES & LENGTHS:

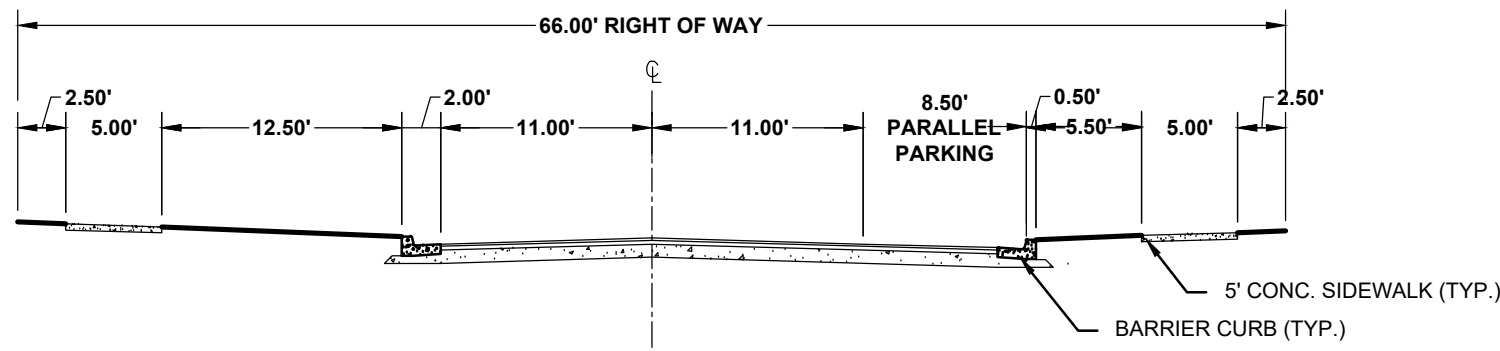
ROAD NAMES:	CLASSIFICATION:	LENGTH:
HALMAN ROAD	COLLECTOR RESIDENTIAL STREET	± 2,730 LF
VALE STREET	LOCAL RESIDENTIAL STREET	± 1,864 LF
SHIVA COURT	LOCAL RESIDENTIAL STREET	± 316 LF
DEER COURT	LOCAL RESIDENTIAL STREET	± 246 LF
TOTAL LENGTH OF PROPOSED ROADS:		± 5,156 LF

TYPICAL LOT DETAILS
(NOT TO SCALE)



PAVEMENT DESIGN

- 2.0" TYPE C SURFACE COURSE
- 4.0" TYPE C INTERMEDIATE COURSE
- 6.0" A.B.C.

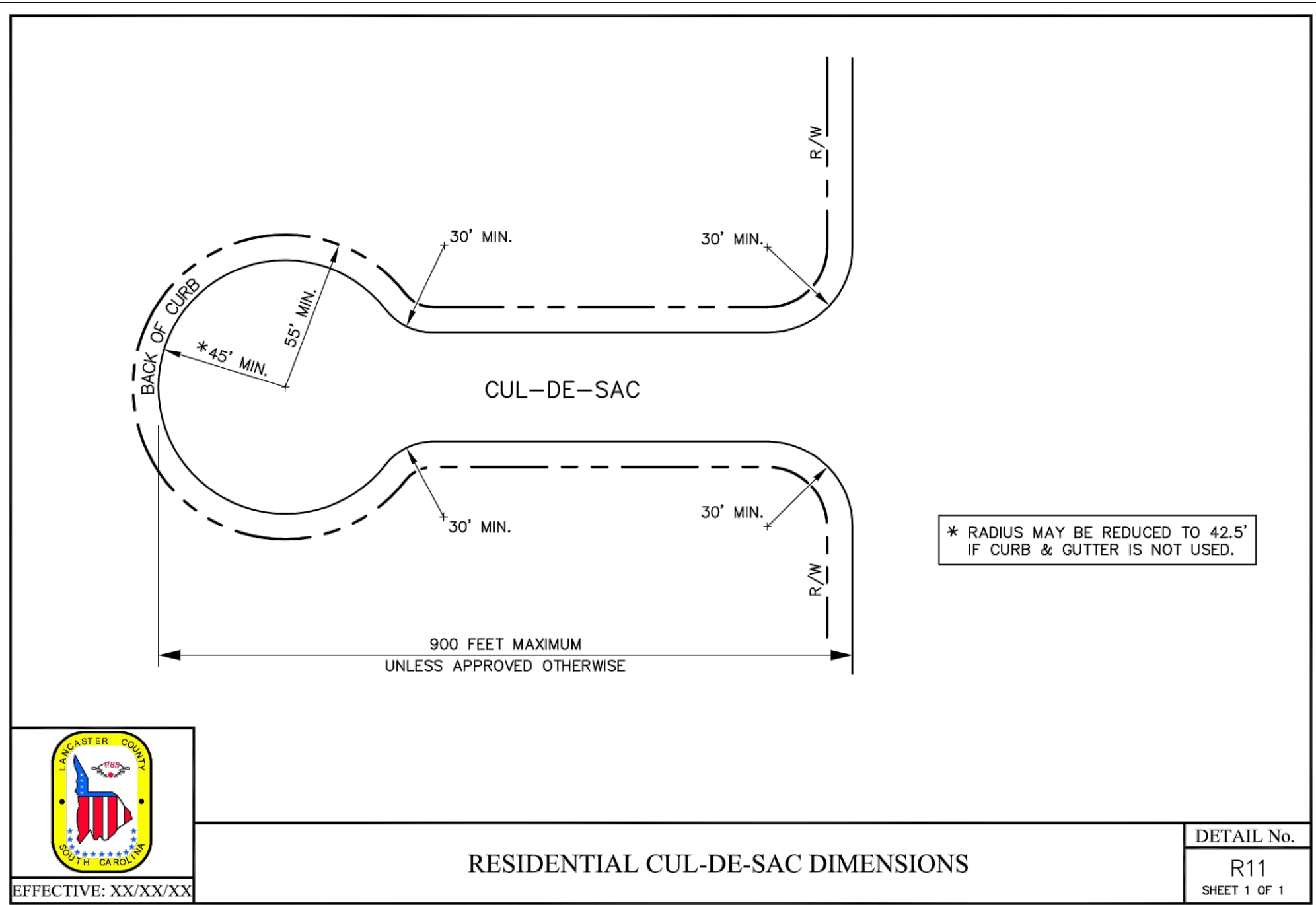
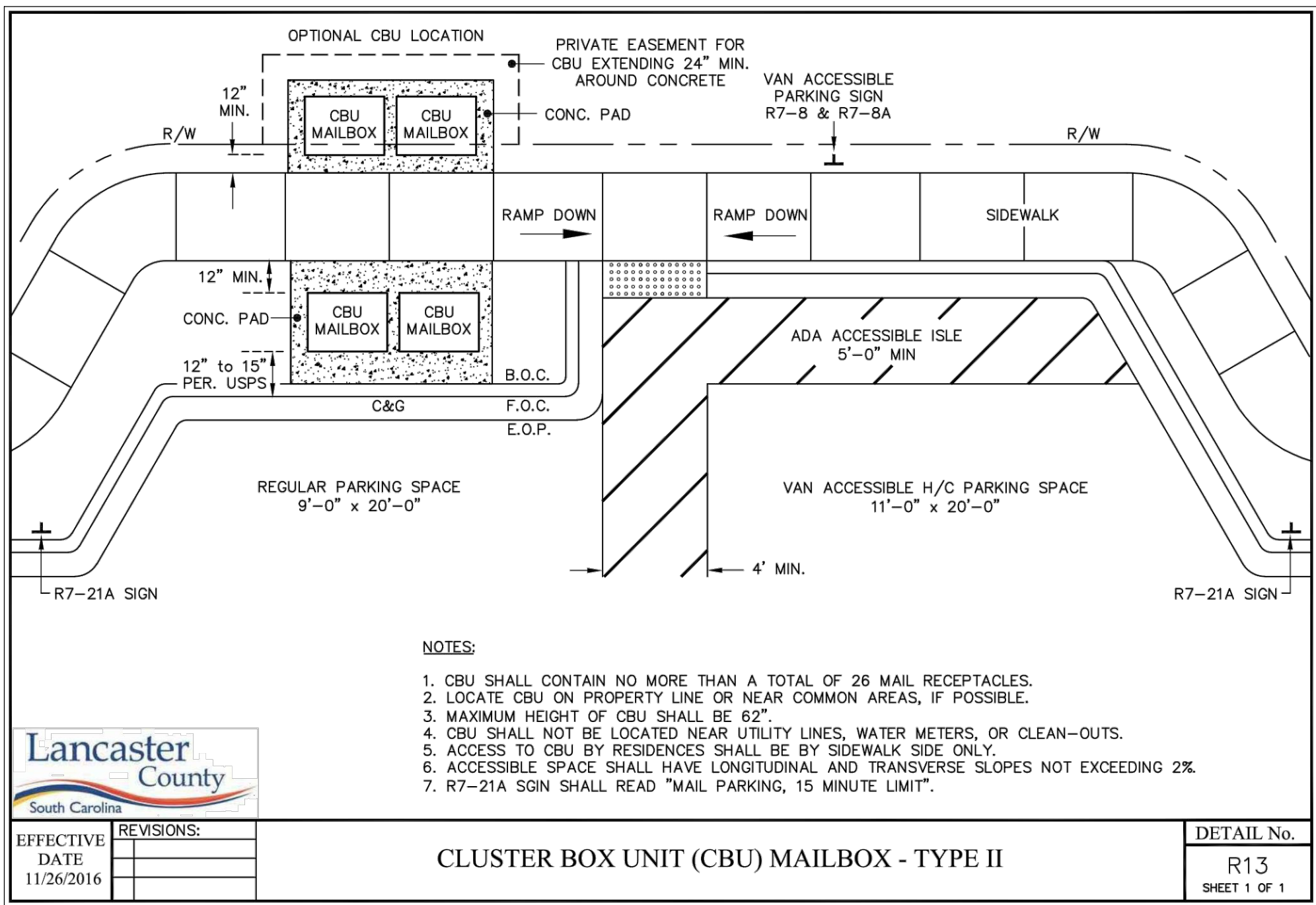


NOTES:

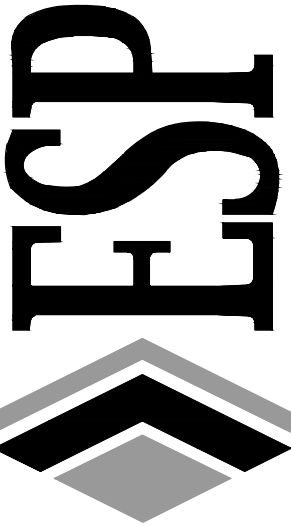
- NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING
- PAVEMENT SECTION SHALL BE GREATER AS SHOWN OR AS DETERMINED BY CBR ANALYSIS
- DETAILED DRAINAGE CALCULATIONS REQUIRED
- ROADSIDE DITCHES SHALL BE LINED WITH NORTH AMERICAN GREEN SC 150BN OR APPROVED EQUAL
- ROAD SHALL BE A MINIMUM OF 26 FEET OF STREET PAVEMENT WIDTH FOR THE 20 FEET BEFORE AND AFTER EACH FIRE HYDRANT.

PROPOSED 66' COLLECTOR PUBLIC / PRIVATE RIGHT OF WAY
HALLMAN ROAD / VALE STREET / SHIVA COURT / ROAD A
STREET SECTION

NOT TO SCALE



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803-802-2440 (SC)
www.espassociates.com

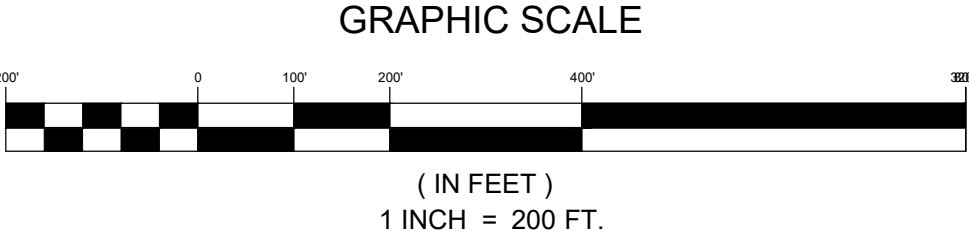
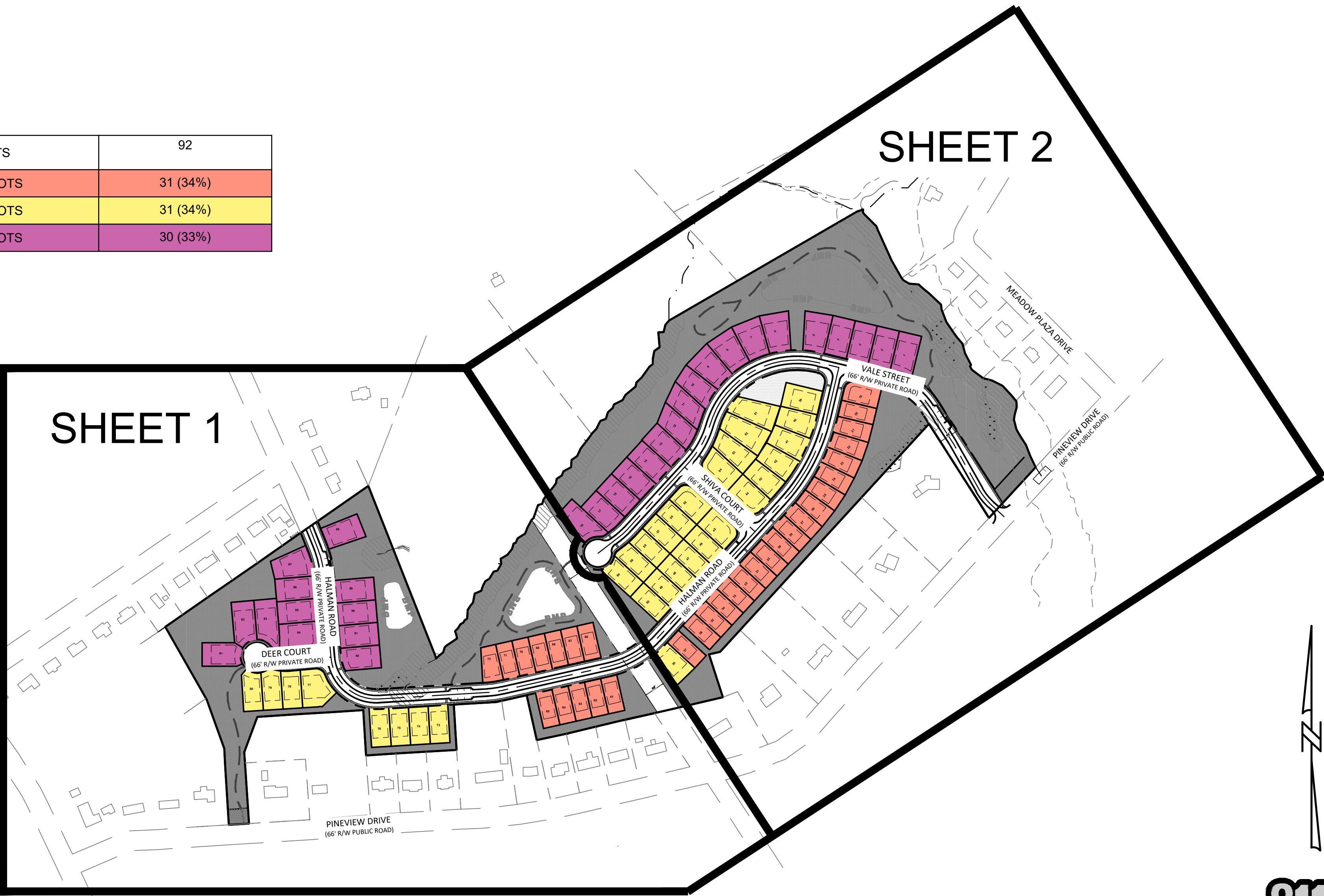


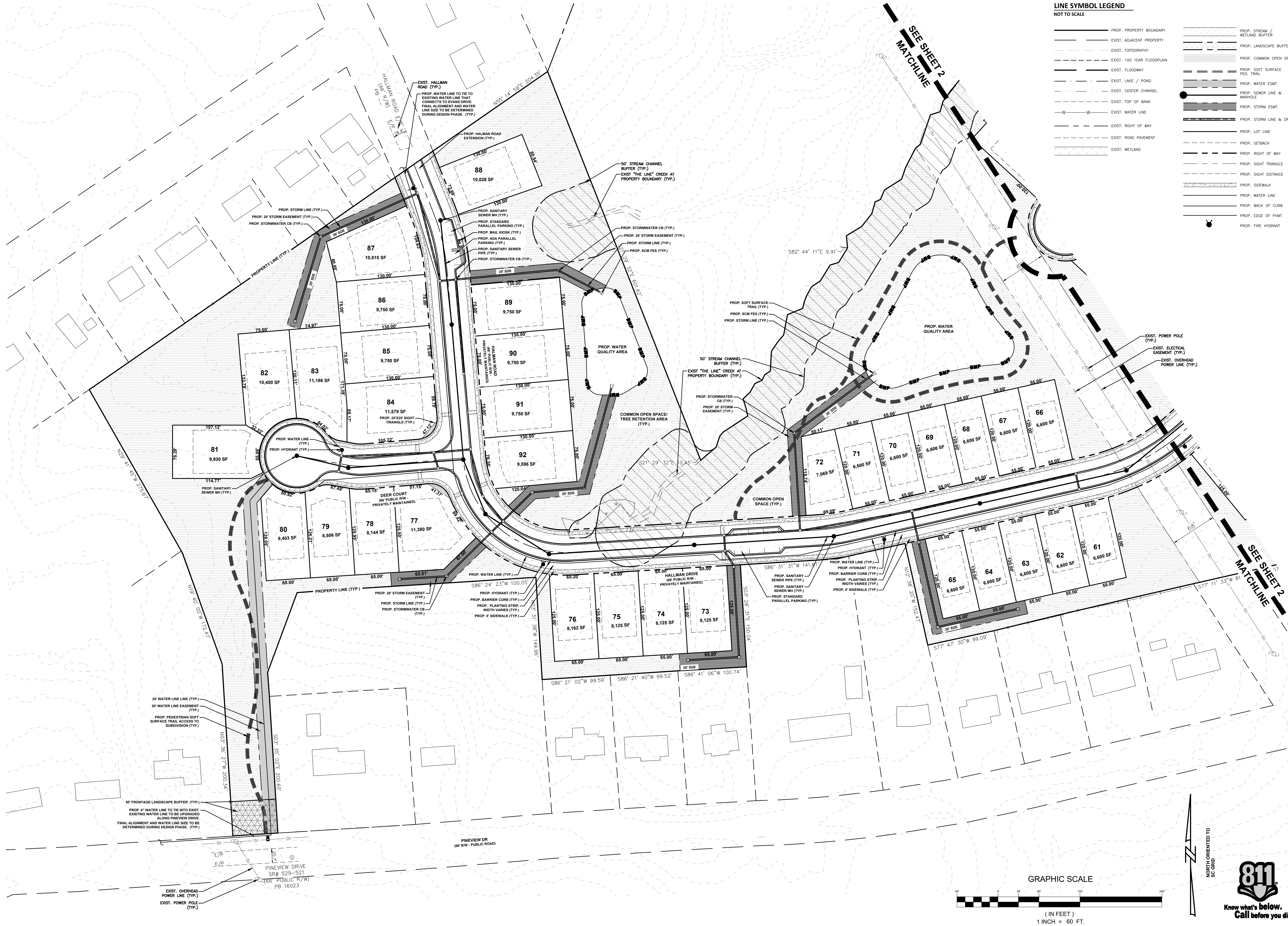
NO.	DATE	REVISION	BY

INDEX SHEET
ARBOR MEADOWS
PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC
LANCASTER COUNTY, SC

PROJECT INFORMATION	
PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021
SHEET:	INDEX

TOTAL LOTS	92
55' x 120' LOTS	31 (34%)
65' x 125' LOTS	31 (34%)
75' x 130' LOTS	30 (33%)

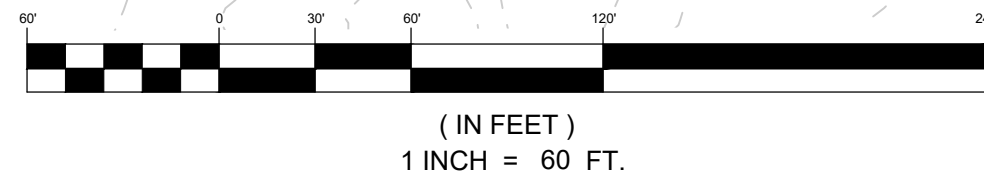




LINE SYMBOL LEGEND
NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PMT
- PROP. FIRE HYDRANT

GRAPHIC SCALE



NORTH ORIENTED TO
SC GRID



PRELIMINARY PLAT

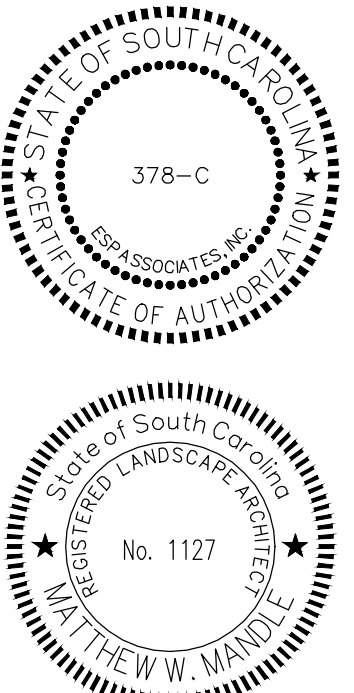
ARBOR MEADOWS

PRELIMINARY PLAT

ARBOR CONSTRUCTION, LLC

PROJECT INFORMATION	
PROJECT MANAGER:	PT
DESIGNED BY:	JB
DRAWN BY:	JB
PROJECT NUMBER:	JM12.100
ORIGINAL DATE:	09/30/2021
SHEET:	1 OF 2

NO.	DATE	REVISION	BY
1			



ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-555-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

Lancaster, South Carolina

APRIL 30, 2021

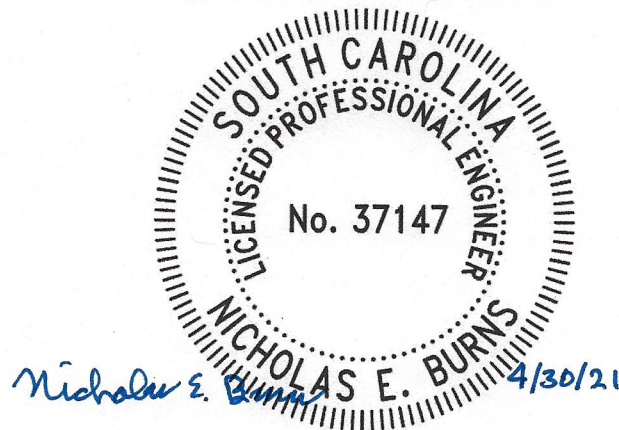
IMPACT DESIGNS, INC.

Prepared by: Nicholas Burns, PE

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

LANCASTER, SOUTH CAROLINA



REPORT PREPARED FOR:

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241

REPORT PREPARED BY

Impact Designs Inc.
172 Williamson Road, Unit 3728
nick@impactdesignsinc.com

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- A) Traffic Count Data
- B) Turn Lane Analysis
- C) Synchro Analysis Reports
- D) SimTraffic Analysis Reports

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

1. INTRODUCTION

The purpose of this report is to summarize the traffic impact study that was completed for the Palmetto Property in Lancaster, South Carolina. The study was developed in accordance with SCDOT guidelines. This report summarizes the procedures and findings of the traffic impact study.

1.1. Project Summary

The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes. This traffic impact study analyzes the effects of the additional traffic associated with the proposed development during the weekday AM (7:00 AM - 9:00 AM) and the weekday PM (4:00 PM - 6:00 PM) peak periods. The study area for the purpose of the analysis includes:

- McIlwain Road & Pineview Drive
- Cane Mill Road & Pineview Drive
- McIlwain Road & Hilton Way Road

The proposed development is expected to be built out by the end of 2023; therefore, 2023 was considered as the future year for the purpose of this analysis. Refer to Figures 1 and 2 for the site location and the conceptual site plan.

1.2. Existing Roadway Conditions

The primary roadways within the study area include McIlwain Road, Pineview Drive, Cane Mill Road, Hilton Way Road. A summary of their existing characteristics is shown in Table 1.

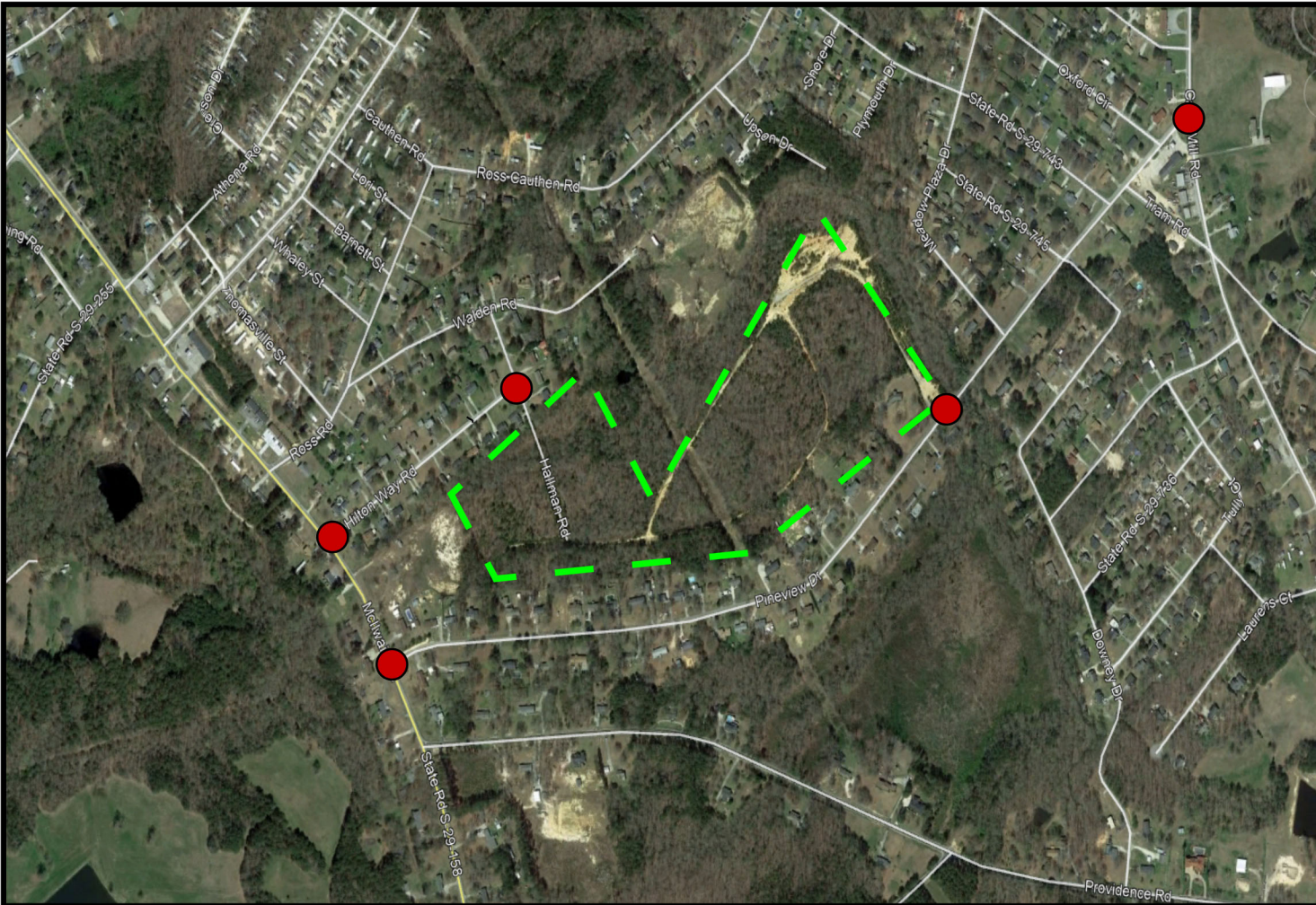
Table 1 – Study Area Summary

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2019 AADT
McIlwain Road	S-158	2-lane undivided	45 MPH	SCDOT	5,700
Pineview Drive	N/A	2-lane undivided	35 MPH	Local	N/A
Cane Mill Road	S-407	2-lane undivided	45 MPH	SCDOT	2,900
Hilton Way Road	N/A	2-lane undivided	Unposted	Local	N/A

Refer to Figure 3 for an illustration of the existing geometry and traffic control at the study intersections.

1.3. Driveway Locations

Direct access to Pineview Drive is proposed to be provided via one full movement access [approximately 2,000 feet west of Cane Mill Road], while cross access is also proposed to be provided via Hallman Road.

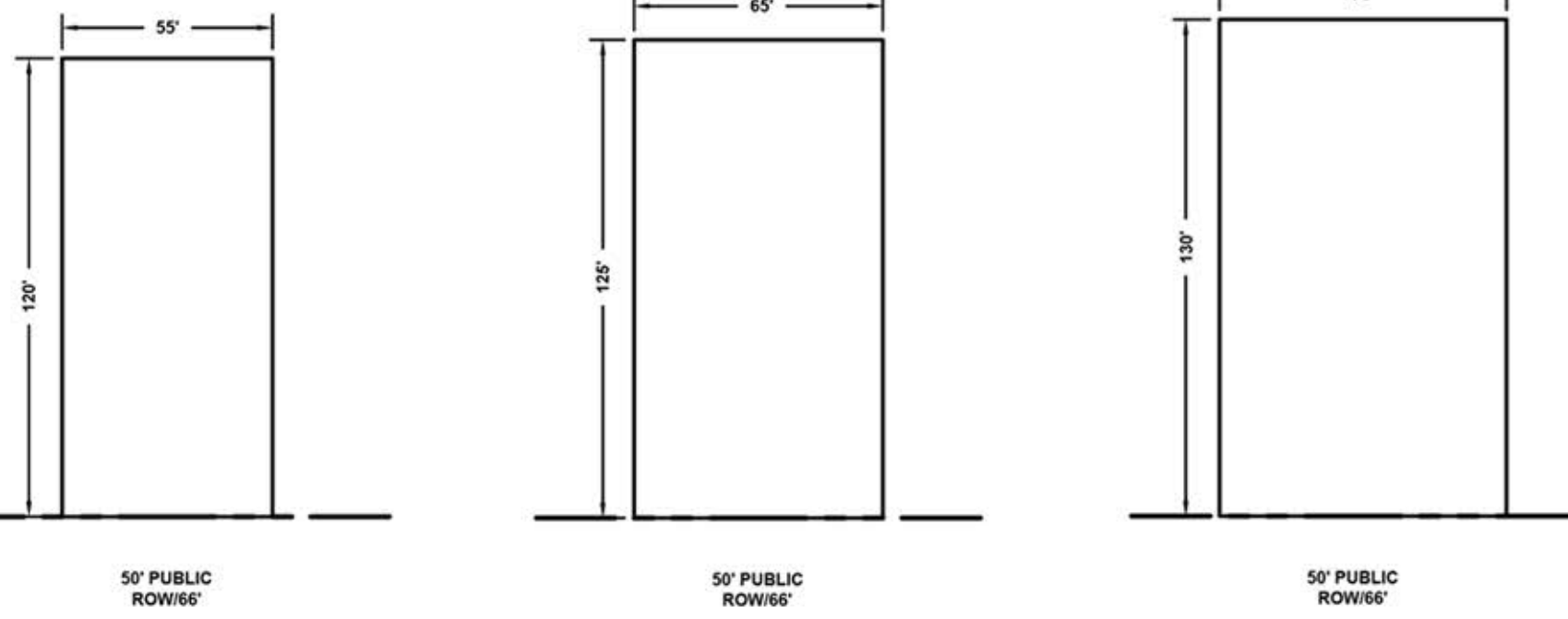


LEGEND	
	Proposed Site Location
	Study Intersection

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Site Location Map		
Scale: Not to Scale	Figure	1

Typical Lot Details

NTS



55' x 120' Lot
NTS

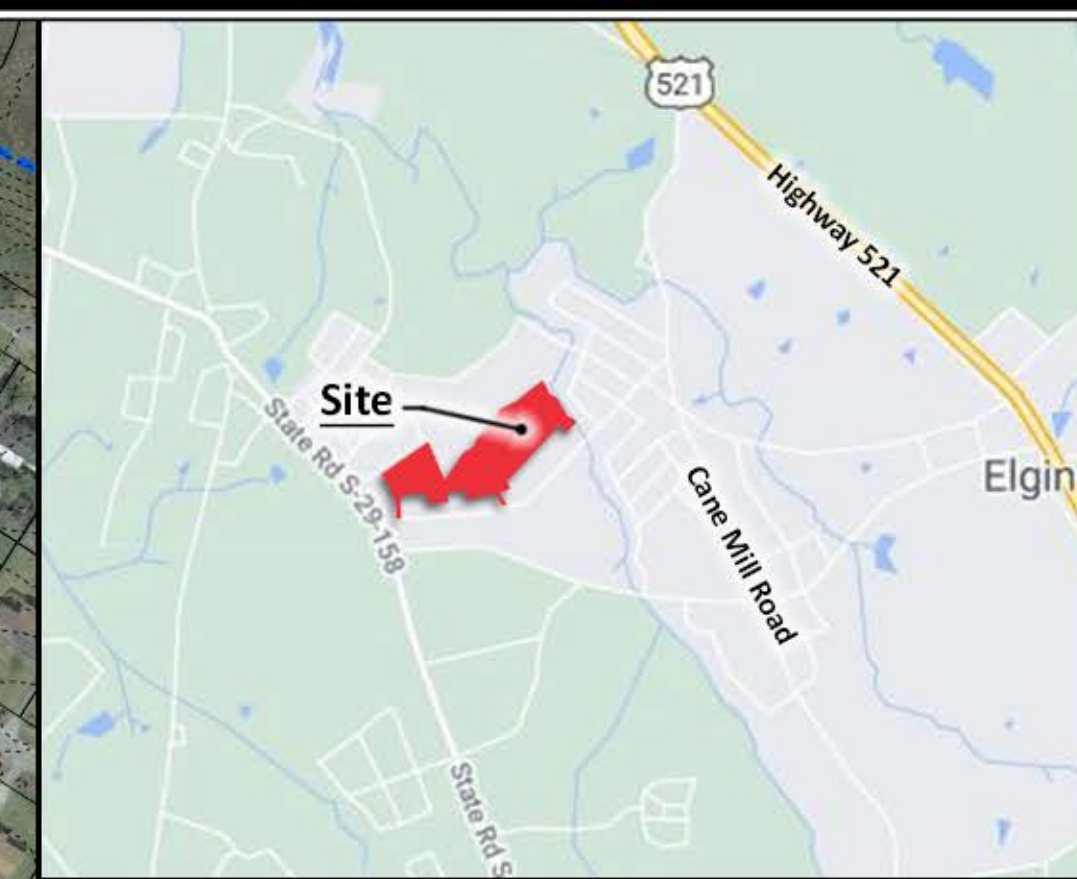
Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

65' x 125' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

75' x 130' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'



Vicinity Map

Not To Scale



Site Data:

Tax Parcels:	0087-00-105.00
Total Acreage:	+/- 47.47 Acres (per GIS)
Location:	Lancaster County, SC
Zoning:	Existing: MDR
Watershed:	Catawba
Total Potential Lots:	+/- 93 Lots
55' x 135' Lots:	+/- 31 Lots (33.33%)
65' x 135' Lots:	+/- 31 Lots (33.33%)
75' x 135' Lots:	+/- 31 Lots (33.33%)

Density: 1.96 DU/AC

Total Open Space Set Aside:	
Required:	+/- 11.9 Acres (25%)
Proposed:	+/- 12.99 Acres (27%)

Primary Conservation Areas: +/- 1.49 Acres *

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

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

TO = Total Open Space Set Aside (Acres)
TP = Total Parcel (Acres)
PC = Primary Conservation Area (Acres)
OSP = Open Space Percentage

$$TO = ((47.47-1.49)0.25)+1.49$$

$$TO = (45.98)0.25+1.49$$

$$TO = 11.50 + 1.49$$

$$TO = 12.99 \text{ Acres}$$

Notes:

* Primary Conservation Areas include non-developable areas: wetlands, surface waters & intermittent stream channels, floodplain & floodway and stream buffers.

Connectivity Index:

Required:	1.3
Proposed:	1.33 (8 Links/6 Nodes)

General Notes

1. Base information provided by Lancaster County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information

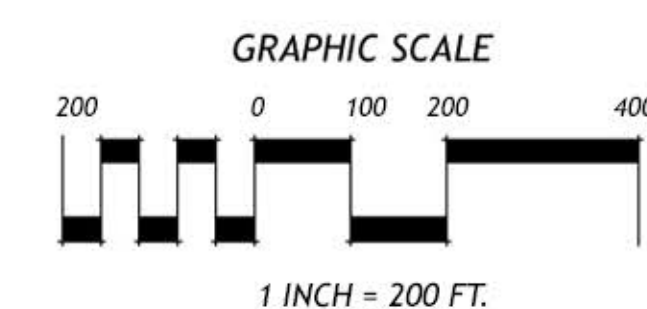
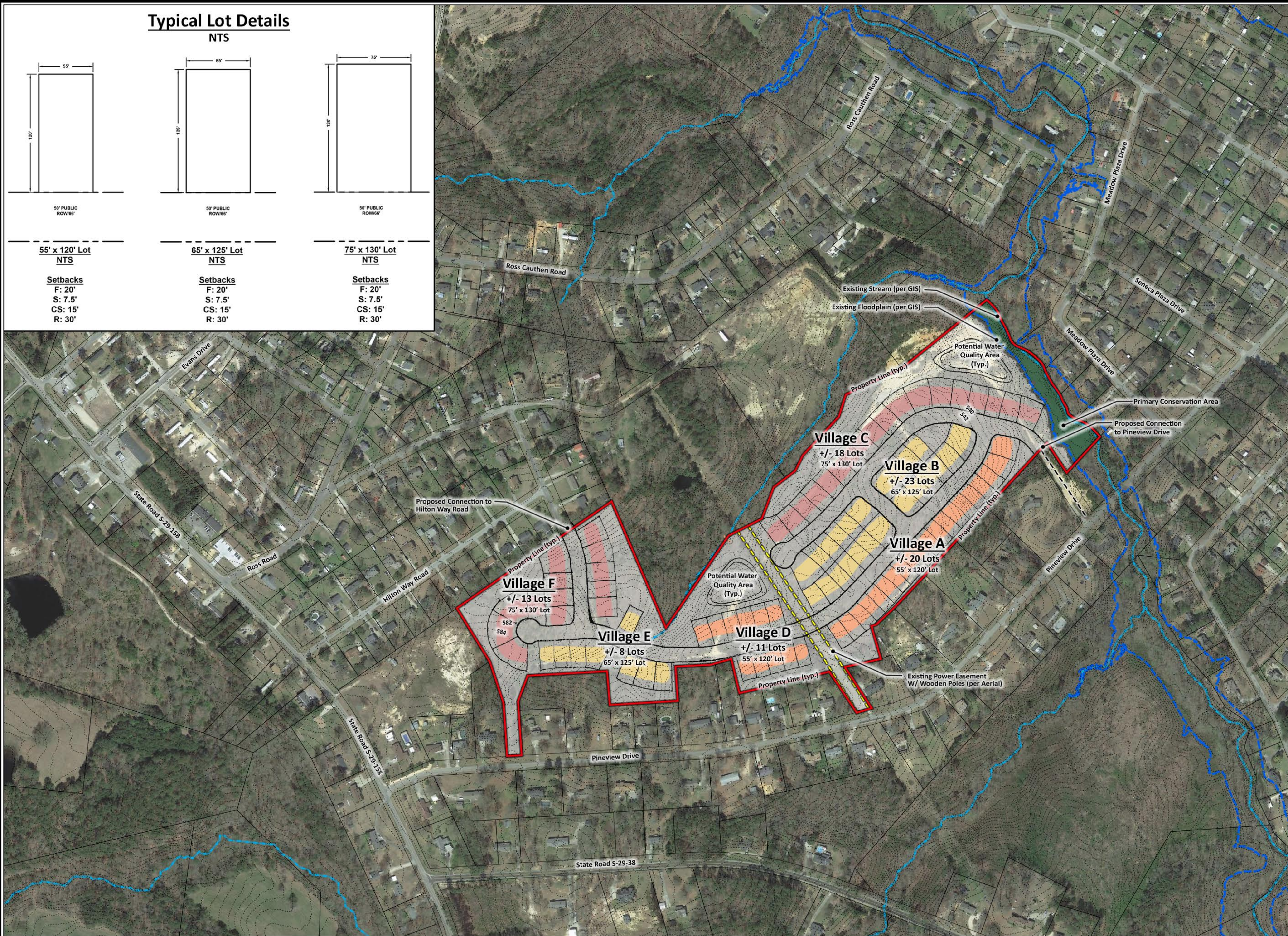
Floodplain information obtained from FEMA FIRM Panel 45057C0245D & 45057C0265D effective date of study 06/16/2011.

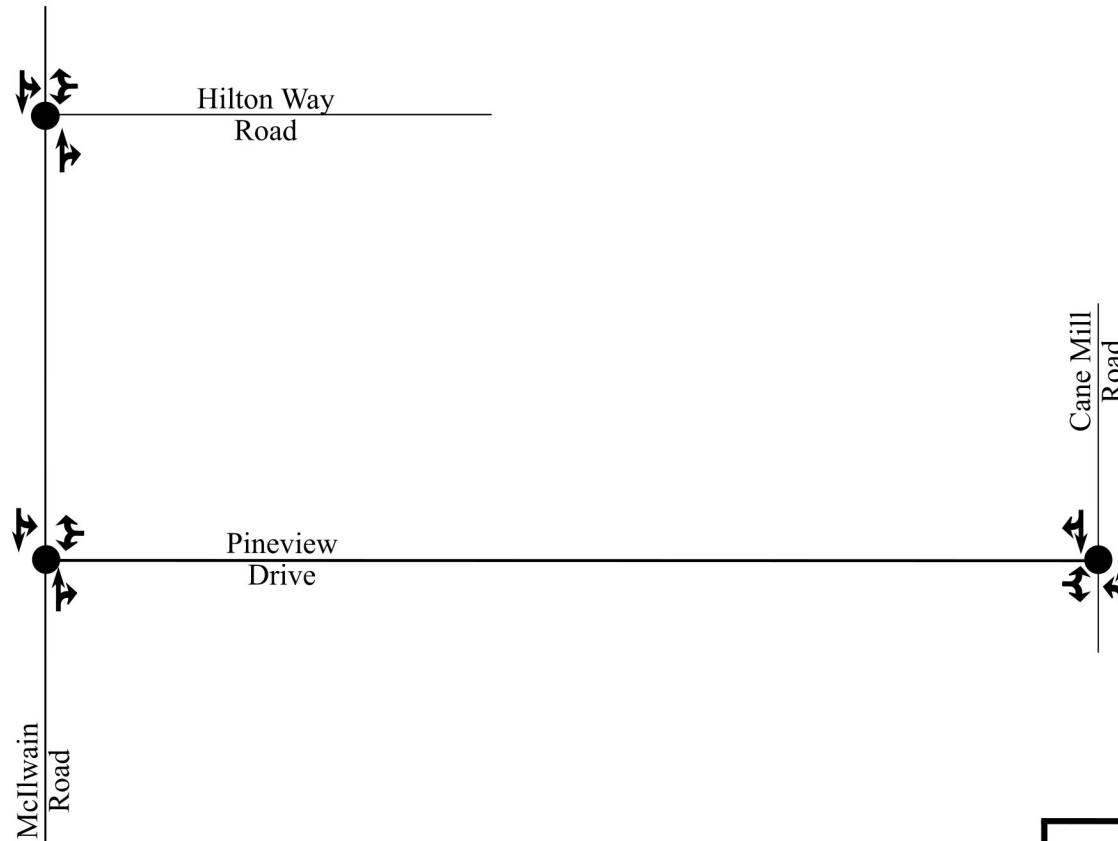
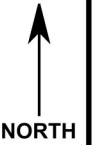
Stream/Wetland Information

Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Base Map will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy-unit loss may occur.

Public Information

ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.





LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
-  Existing Lane
-  Posted Speed Limit
-  Storage (In Feet)

IMPACT
Designs, Inc.

*Palmetto Property
Lancaster, SC*

Existing Lane Configurations
and Traffic Control

Scale: Not to Scale

Figure

3

2. TRAFFIC VOLUME DEVELOPMENT

2.1. Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections on Thursday February 11th, 2021 during the AM (7:00 AM to 9:00 AM) peak period and the PM (4:00 PM to 6:00 PM) peak period. Due to COVID, existing traffic volumes were increased by 12% to account for variability in traffic due to area schools not operating at full capacity. Traffic volumes on McIlwain Road were balanced upwards between intersections. The 2021 traffic volumes are illustrated in Figure 4.

2.2. Projected Traffic Volumes

Based on coordination with SCDOT, a 2% annual growth was applied to the 2021 counts to develop the No-Build (2023) volumes. This growth rate was applied to account for all background growth in the area without any adjacent and/or the proposed developments. Refer to Figure 5 for an illustration of the No-Build (2023) traffic volumes at the study intersections.

2.3. Proposed Development Traffic Volumes

As mentioned previously, the proposed development is expected to consist of up to 93 single-family homes. The trip generation potential for the proposed development was estimated utilizing methodology contained within the ITE's *Trip Generation Manual*, 10th Edition. Utilizing ITE equations [for the peak hour of adjacent street traffic] and the number of dwelling units as the independent variable, traffic volumes for ITE Code 210 were generated for the weekday daily, the weekday AM peak hour, and the weekday PM peak hour. Refer to Table 2 for a summary of the trip generation potential of the proposed development.

Table 2 – Trip Generation

ITE Land Use (Code)	Density	Independent Variable	Daily Traffic	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
Single-family Housing (ITE Code 210)	93	Dwelling Units	973	18	53	60	35

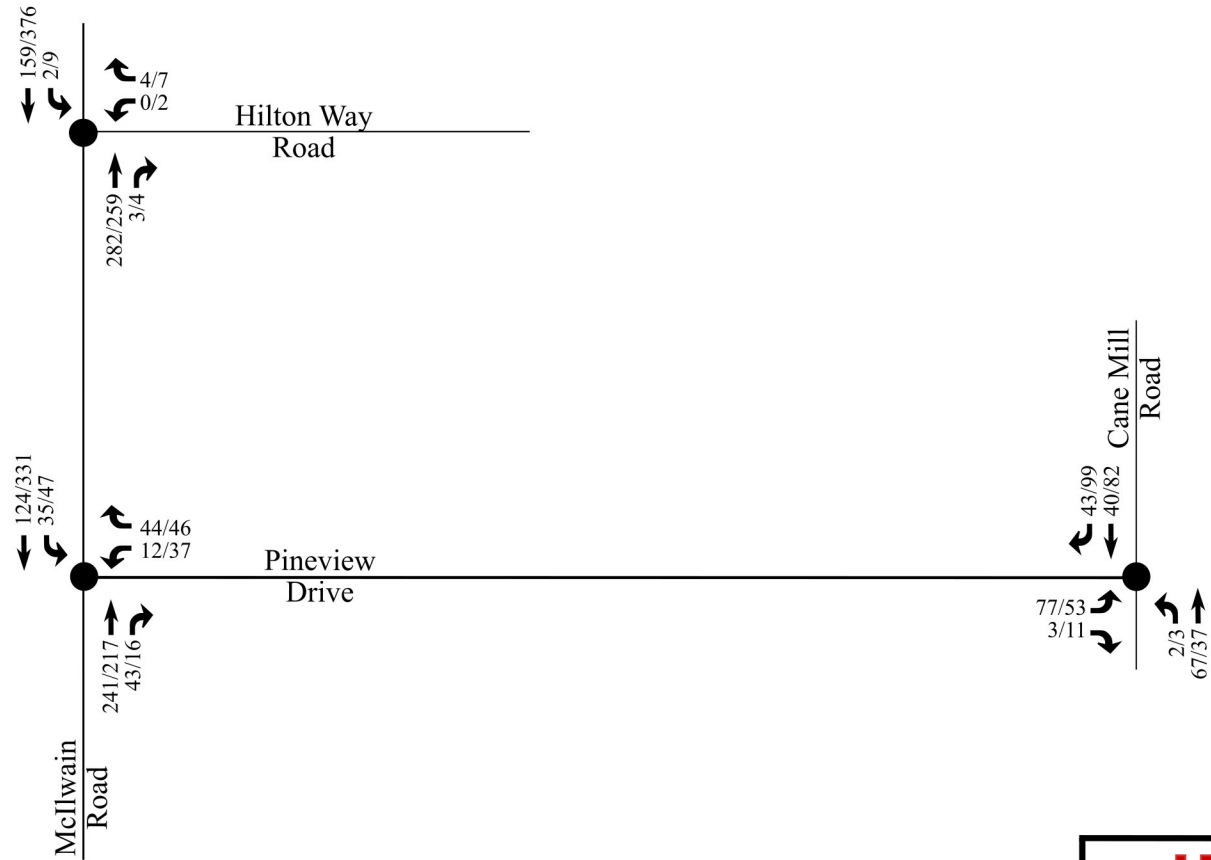
Site traffic associated with the proposed development was distributed and assigned to the roadway network based upon existing travel patterns and are summarized below:

- 45% to/from the north via McIlwain Road
- 25% to/from the south via McIlwain Road
- 25% to/from the north via Cane Mill Road
- 5% to/from the south via Cane Mill Road

Refer to Figures 6 and 7 for the site trip distribution and assignment, respectively.

2.4. Future Build Traffic Volumes

The site generated traffic volumes were added to the No-Build (2023) traffic volumes to determine the Build (2023) volumes. The Build (2023) volumes are illustrated in Figure 8.



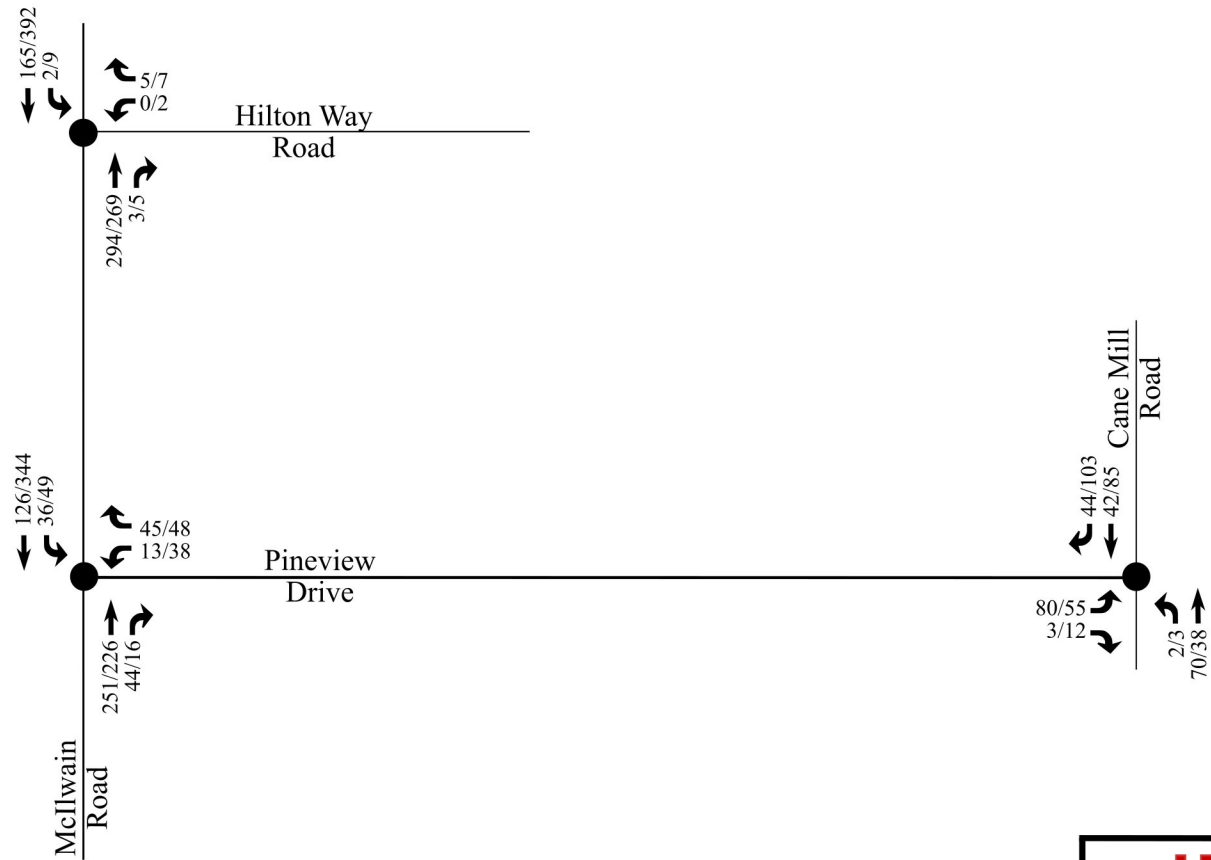
LEGEND

 Signalized Intersection

 Unsignalized Intersection

X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
Palmetto Property Lancaster, SC		
Existing (2020) Traffic Volumes		
Scale: Not to Scale	Figure	4



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT

Designs, Inc.

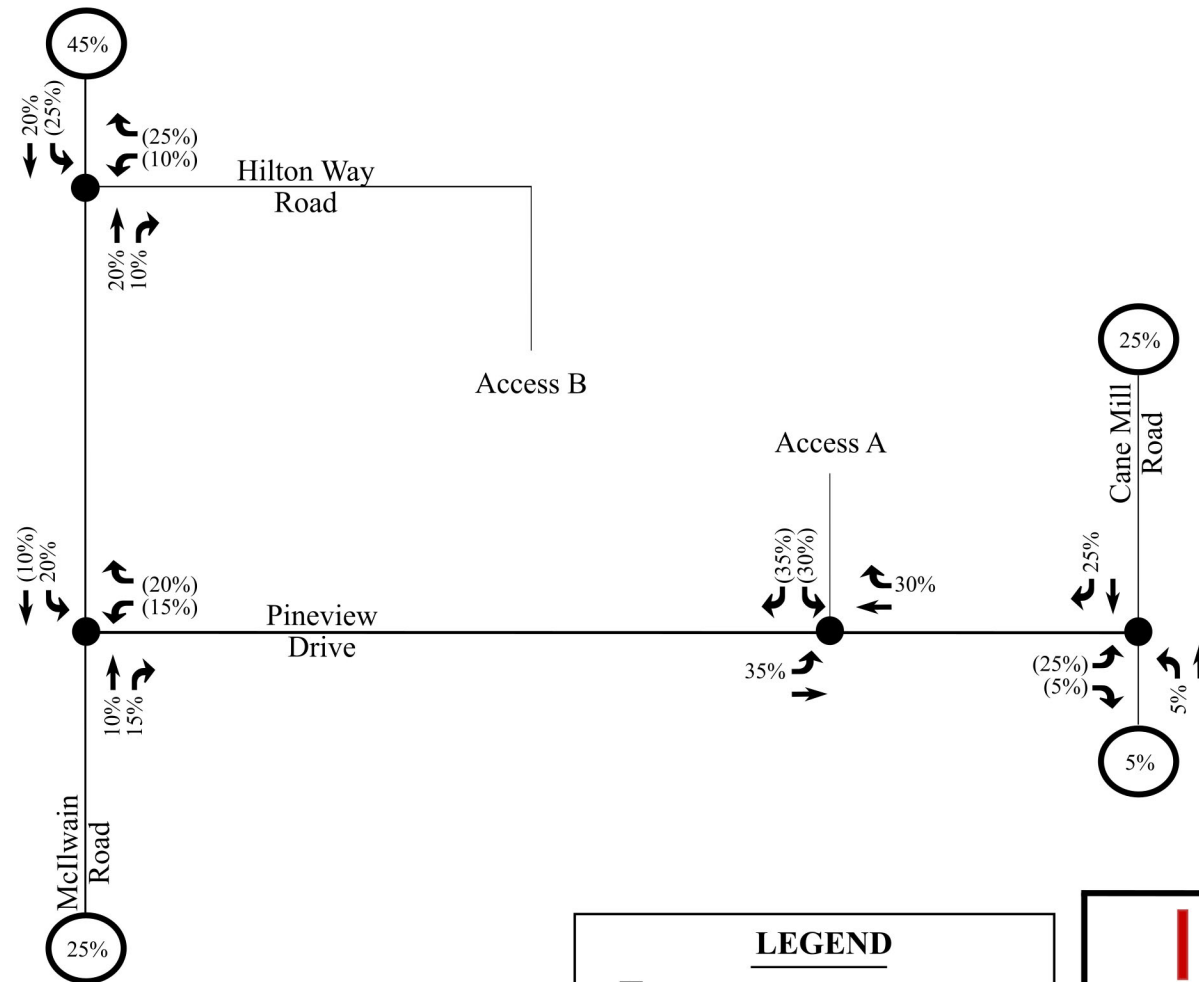
*Palmetto Property
Lancaster, SC*

No-Build (2023)
Traffic Volumes

Scale: Not to Scale

Figure

5



LEGEND



Signalized Intersection



Unsignalized Intersection



Regional Trip Distribution

X% → Entering Trip Distribution

(Y%) → Exiting Trip Distribution

IMPACT
Designs, Inc.

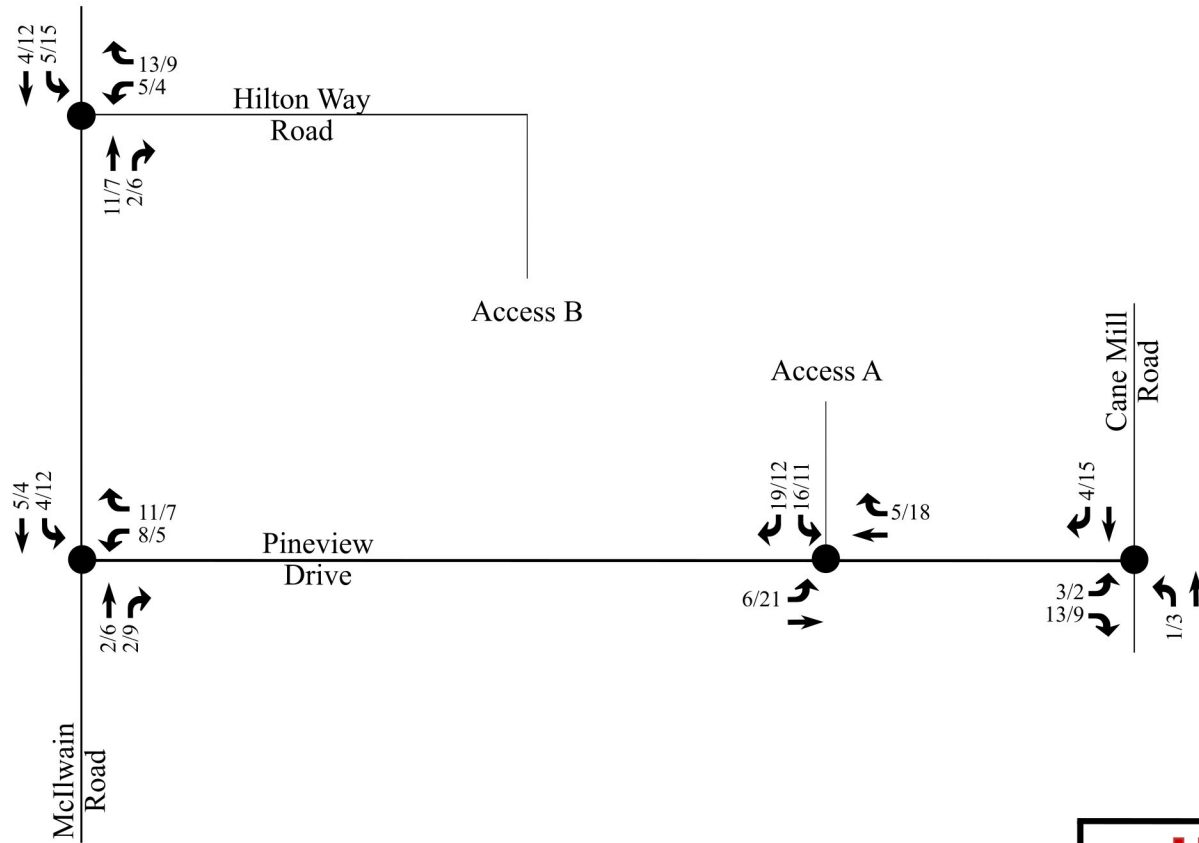
*Palmetto Property
Lancaster, SC*

Primary Trip Distribution

Scale: Not to Scale

Figure

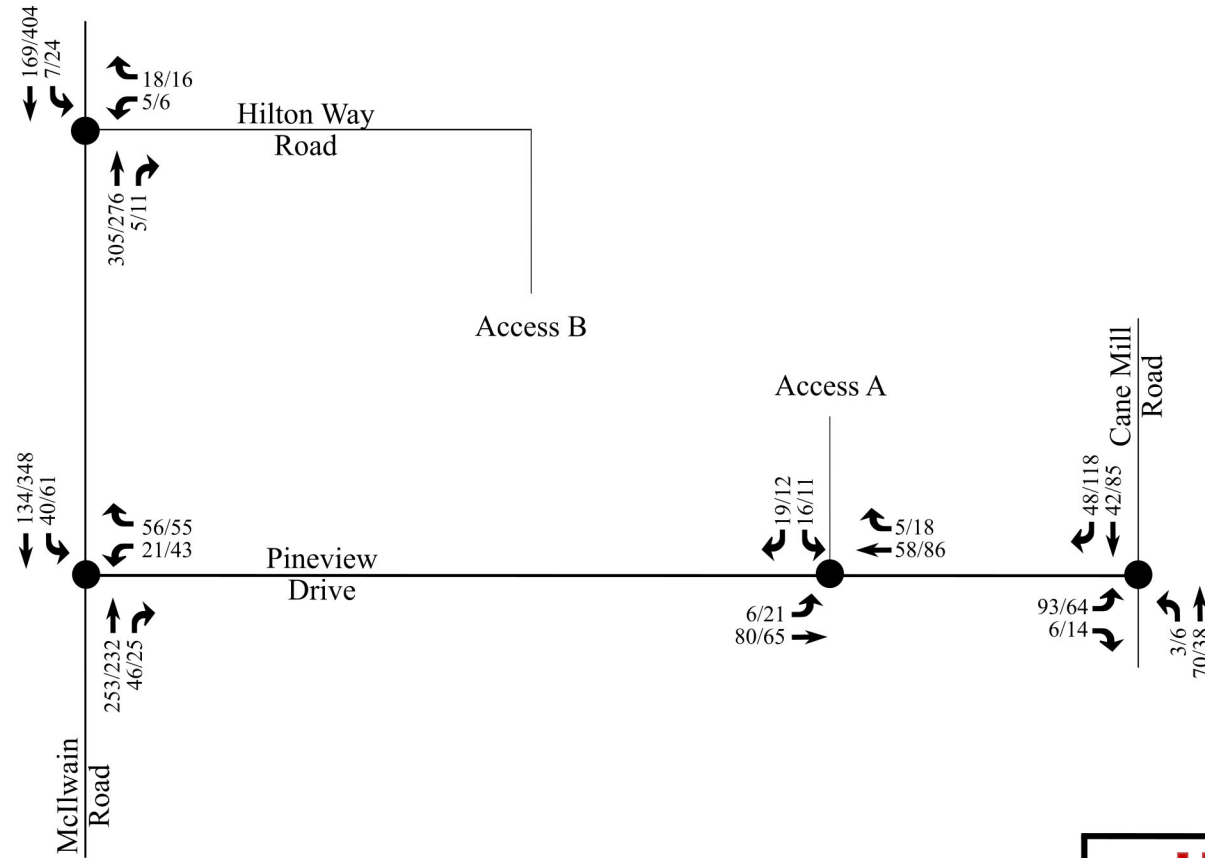
6



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Primary Trip Assignment		
Scale: Not to Scale	Figure	7



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
Palmetto Property Lancaster, SC		
Build (2023) Traffic Volumes		
Scale: Not to Scale	Figure	10

3. TRAFFIC IMPACT ANALYSIS

3.1. Turn Lane Analysis

A turn lane analysis was conducted utilizing the Build (2023) volumes. Based on the anticipated build out volumes, no exclusive turn lanes are warranted on Pineview Drive at the proposed site access. Refer to Appendix B for the turn lane warrants with volumes graphed.

3.2. Intersection LOS Analysis

Using the existing, no-build, and build traffic volumes, intersection analyses were conducted for the study intersections under Existing (2021) conditions, No-Build (2023) conditions, and Build (2023) conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual (HCM 6th Edition)* methodologies of the *Synchro*, Version 10 software.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays, and are generally considered undesirable. Table 3 summarizes the *HCM 2010* control delay thresholds associated with each LOS grade for signalized and unsignalized intersections.

Table 3 – HCM 2010 LOS Criteria for Signalized & Unsignalized Intersections

Signalized Intersections		Unsignalized Intersections	
LOS	Control Delay per Vehicle (seconds)	LOS	Control Delay per Vehicle (seconds)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 85	F	> 50

A PHF of 0.90 was applied and a heavy vehicle percentage of 2% was utilized for the purpose of this analysis.

The results of the capacity analysis for the existing study intersections under existing traffic control are summarized in Table 4. Refer to Appendix D for more detailed capacity analysis reports.

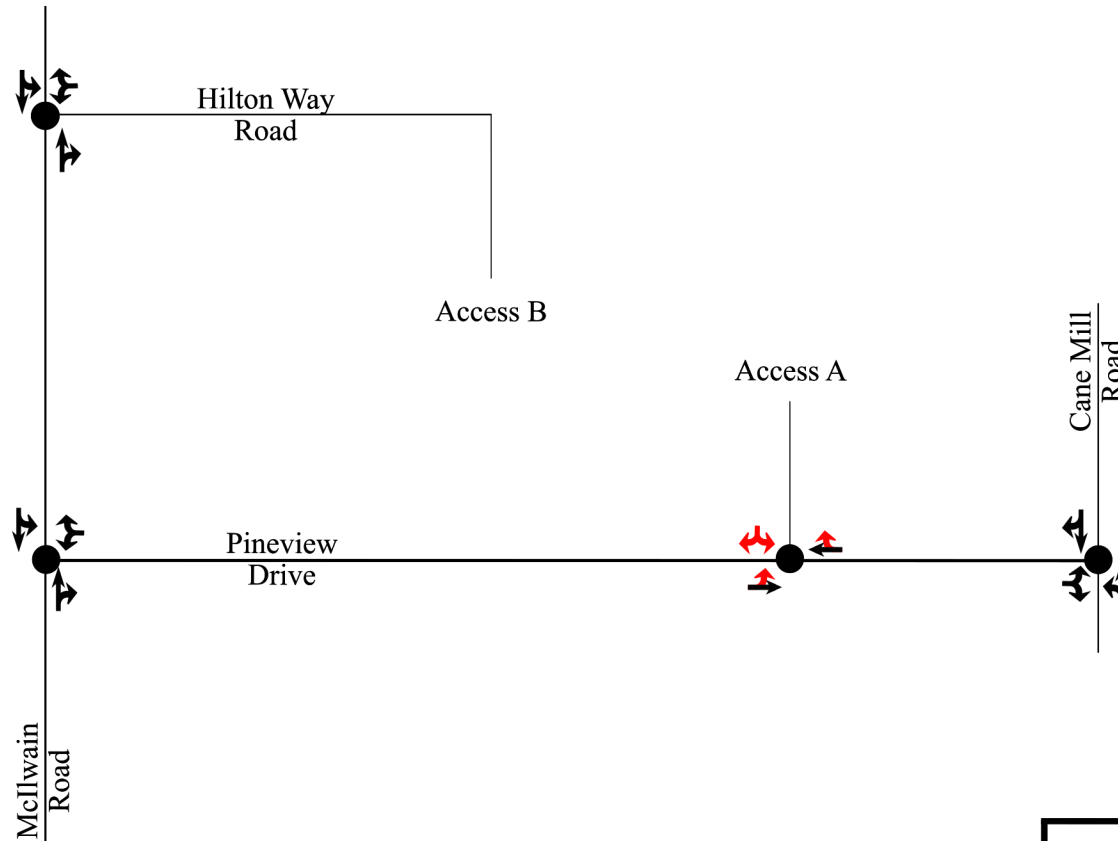
Table 4 – Signalized Intersection Analysis Results

Intersection	Approach	LOS (Delay in seconds)					
		Existing (2021) Conditions		No-Build (2023) Conditions		Build (2023) Conditions	
		AM	PM	AM	PM	AM	PM
McIlwain Road & Pineview Drive	NB	-	-	-	-	-	-
	SB	A (8.0)	A (7.9)	A (8.0)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.8)	B (13.3)	B (11.0)	B (13.6)	B (11.5)	B (14.5)
Cane Mill Road & Pineview Drive	NB	A (7.4)	A (7.6)	A (7.4)	A (7.6)	A (7.4)	A (7.7)
	SB	-	-	-	-	-	-
	EB	A (9.7)	A (9.9)	A (9.8)	A (9.9)	A (9.9)	B (10.1)
McIlwain Road & Hilton Way Road	NB	-	-	-	-	-	-
	SB	A (7.9)	A (7.9)	A (7.9)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.0)	B (10.9)	B (10.1)	B (11.1)	B (10.8)	B (11.8)
Pineview Drive & Proposed Site Access	EB	<i>Analyzed under 'build' conditions ONLY</i>				A (7.4)	A (7.5)
	WB					-	-
	SB					A (9.2)	A (9.4)

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

Additionally to the intersections analyzed above, Hilton Way Road and Hallman Road were also considered. However, to the low existing traffic volumes and the minor additions in site traffic it was assumed to function sufficiently.

Figure 9 shows the proposed lane configurations and traffic control for the Build (2023) conditions.



LEGEND	
	Signalized Intersection
	Unsignalized Intersection
	Existing Lane (Proposed)
x'	Storage (In Feet)

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Proposed Lane Configurations and Traffic Control		
Scale: Not to Scale	Figure	9

4. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

May 17, 2021

Nicholas E. Burns, P.E.
Impact Designs, Inc.
172 Williamson Road, Unit 3728
Mooresville, North Carolina 28115

RE: Palmetto Property Traffic Impact Study
Hilton Way Road (O.S.) & Pineview Drive (O.S.) off McIlwain Road (S-29-158)
Lancaster County

Dear Mr. Burns:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Hilton Way Road (O.S.) and Pineview Drive (O.S.) off McIlwain Road (S-29-158). We concur in principle with the document and support the recommendation that no improvements to mitigate the development's impact to the capacity of state roadways are necessary.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrg

ec: Stephen Blackwelder, Lancaster County Engineering
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: County Clerk

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Whether to appoint Toni S. Flynn to the Keep Lancaster County Beautiful Committe as one of the District 7 representatives. If appointed, she would be filling her 1st four year term that would end on 06/30/2025.

Points to Consider:

Toni S. Flynn's application is attached for Councils review and consideration.

Funding and Liability Factors:

N/A

Council Options:

Approve or deny the appointment.

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from Toni S. Flynn for the Keep Lancaster County Beautiful Committee	12/22/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE



Name TONI S. FLYNN County Council District 3
Mailing Address _____ City/Zip LANCASTER SC 29720
Street Address _____ Registered Voter yes no
Tel. Number (home) _____ (work) _____ (other) _____
Email: toni.flynn@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 Keep LANCASTER SC Beautiful 2nd choice _____

3rd choice _____

Reason for interest

I Love making a difference in my own neighborhood by keeping the roadsides clean,

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 pick up trash and have for several years in my area and working with YouthBuild students in areas of Lancaster City.

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 Toni S. Flynn Date 12/14/2021
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 #: Ordinance 2021-1784 - HELD

Contact Person / Sponsor: Dennis Marstall/Administration and John DuBose/County Attorney

Department: Administration

Date Requested to be on Agenda: 1/10/2022

Issue for Consideration:

Consideration of Lancaster County redistricting map for Council districts 2022 - 2030.

Points to Consider:

Every ten years County Council must redraw the Council district lines to account for the population numbers. This was last done in 2011 for the 2010 Census and now in 2021 this must be done again to account for the 2020 Census numbers.

This process is governed by South Carolina Code of Laws Section 4-9-90.

The County, acting by and through its Council, has adopted the criteria that it has elected to use, to maintain compliance with the United States Constitution, the Constitution of the State of South Carolina, Section 4-9-90 of the Code of Laws of South Carolina 1976, as amended, and the United States Voting Rights Act of 1965, as amended to realign the boundaries of the Election Districts and the following criteria were utilized in developing the Redistricting Plan:

1. Adhere to the court-ordered Constitutional requirement of one (1) person, one (1) vote and do so by following constitutionally mandated equal protection requirements and accepted population variances;
2. Adhere to a state law population variance per district under ten percent (10%);
3. Adhere to the Law and controlling court decisions;
4. Ensure that parts of each proposed County Council District are contiguous;
5. Respect "Communities of Interest;"
6. Attempt to maintain constituent consistency;
7. Attempt to avoid splitting voting precincts;
8. Solicit and consider public input;

We no longer fall under Pre-clearance from the U.S. Department of Justice. That said, the Voting Rights Act is still in effect and judicial review is always a possibility.

The maps attached to Committee agendas were drafts for the Committee's consideration and Council's consideration. The drawing of the lines is a Council policy decision. As staff, the aim is to make sure that the numbers for districts in the draft version are in compliance with applicable statutory law and case law.

As previously stated, one thing that is allowed is to protect incumbents and not make them have to run against each other. This has been accomplished with the exception of District 4 which is moving to the panhandle. Councilman Honeycutt has stated he is not running for re-election and a new member will represent this District in 2023.

We also maintained our single Council majority - minority district (Council District #2) so regression should not be a concern. This keeps us in compliance with Section 2 of the Voting Rights Act.

Drawing the lines is a political/ policy exercise, but does require equal distribution of representation across all seven districts. The 2020 Census number for Lancaster County was 96,016. Divided by 7 districts that means ideally each County Council District would contain 13,717 (rounded) residents. Please note this is based on residents and not registered voters, citizens, or other designation.

Given the panhandle area (Census Tract 112) grew far more than other portions of the county, it now has enough population to account for 2.97 Council districts. This means one Council district currently in another area must move to the panhandle. The Council Districts outside the panhandle that were under the ideal number must grow to fill in the gap by the shifting of one district to the panhandle.

A key point is that, pursuant to earlier Council direction, we left congregate residential settings, such as nursing homes, correctional facilities, etc. in their location. Those residents are included in the calculation of each district population count.

As Council considers the lines and numbers, please note:

- It is impossible to have 7 districts with the prefect number. We tried to get as close as possible. As noted in the Revenue and Fiscal Affairs handout, this keeps us in compliance with the 14th Amendment.
- When drawing lines we must draw using GIS/ Census polygons. Dividing lines are normally streets, creeks, high-power lines, and similar non-movable points. We cannot draw based on property parcel lines.
- It should be noted that an effort to avoid splitting communities of interest should be made but that is to the extent possible. As noted, it is simply impossible to have 7 equal districts.

The draft map has been sent to Victor Frontroth at Revenue and Fiscal Affairs for a review. Bobby Bowers did this for the County in 2011 and is simply an extra set of eyes on the map.

Finally, it should be noted that while the Delegation has historically followed the County Council lines for the School District lines that is not a legal requirement.

Funding and Liability Factors:

Not applicable.

Council Options:

Approve or disapprove of the redrawn election district map.

Recommendation:

This is now presented for Council input and decision. Attached for informational purposes is the latest draft Council District map that was considered by the Redistricting Committee, a map showing the population in each Census Tract, as well as a handout from Revenue and Fiscal Affairs.