

Lancaster County Council Workshop and Regular Meeting Agenda

Monday, December 14, 2015

County Administration Building, County Council Chambers
101 N. Main Street
Lancaster, SC 29720

1. **Call Workshop to Order – Chairman Bob Bundy** 5:00 p.m.
2. **Clemson University discussion of recreation study - Bob Brookover** 5:00 – 6:00 p.m.
3. **Break** 6:00 p.m.
4. **Call Regular Meeting to Order – Chairman Bob Bundy** 6:30 p.m.
5. **Welcome and Recognition – Chairman Bob Bundy**
6. **Pledge of Allegiance and Invocation – Council Member Larry McCullough**
7. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
8. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
9. **Consent Agenda**
 - Minutes of the November 23, 2015 regular meeting - pgs. 7-14
10. **Non-Consent Agenda**
 - a. **3rd Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Reid Wilkerson/NBI Investments III, LLC, located at 182 Spice Road, from R-15P, Moderate Density Residential/Agricultural Panhandle District to I-1, Light Industrial District; and to provide for other matters related thereto. ***Prior to the approval of the minutes of the November 9, 2015 meeting, Council moved to reconsider this ordinance. Third Reading was deferred until the December 14, 2015 meeting – passed 6-0. John Weaver – pgs. 15-16***
 - b. **Resolution #901-R2015 regarding Walnut Creek Improvement District**

Resolution Title: A Resolution describing the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) as proposed to be enlarged and the amended

improvement plan effected thereby, the projected time schedule for the accomplishment of the amended improvement plan, the estimated cost of the improvements and the amount of such costs to be derived from assessments, bonds or other funds; setting forth the proposed basis and rates of assessments to be imposed within the enlarged improvement district; ordering a public hearing; and other matters relating thereto. *(Favorable – Administration Committee) John Weaver – pgs.17-24*

c. Resolution #903-R2015 regarding additional properties to the Multi-County Park Agreement with Chesterfield

Resolution Title: A Resolution to amend the Master Multi-County Park Agreement between Chesterfield and Lancaster County dated as of December 9, 2013, and amended and restated as of November 9, 2015, so as to add the agreement property located in Chesterfield County currently known as Project Sunny; and to provide for other matters related thereto. *John Weaver – pgs. 25-30*

d. Resolution #904-R2015 regarding the procurement of fire trucks

Resolution Title: A Resolution to authorize the County Administrator to have issued one or more Lancaster County purchase orders on or before December 31, 2015 for the purpose of procuring eighteen (18) fire trucks having a total cost of Seven Million, One Hundred Fifty Seven Thousand, Two Hundred Nineteen (\$7,157,219.00) dollars. *Steve Willis and Darren Player – pgs.31-36*

e. Resolution #0905-R2015 regarding the Palmetto 800 Radio System

Resolution Title: A Resolution to authorize the County Administrator to execute the Palmetto User Agreement so as to allow Lancaster County to become a user of the statewide 800 MHZ Astro-25 trunked voice and data radio network.. *(Favorable – Public Safety & Administration Committees) Steve Willis – pgs. 37-41*

f. Public Hearing and 3rd Reading of Ordinance 2015-1366 regarding the Fee Agreement between Lancaster County and LCI-Lineberger Construction, Inc.

Ordinance Title: An Ordinance to authorize the execution and delivery of a fee agreement by and between Lancaster County and LCI-Lineberger Construction, Inc., providing for the payment of a Fee-In-Lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. *(Favorable - Administration Committee). Council approved 2nd Reading 6-0 on November 23, 2015. John Weaver – pgs. 42-71*

g. 3rd Reading of Ordinance 2015-1367 regarding modifications to the Edenmoor Improvement District (now known as Walnut Creek) amendment needed

Ordinance Title: An Ordinance to authorize certain modifications to the Edenmoor Improvement District and the existing assessment roll related thereto, including changing references therein to the Walnut Creek Improvement District, subdividing such improvement district to relate to certain parcels or areas therein and approving revised assessment rolls relating to such parcels or areas; and to provide for other matters relating thereto. *A copy of the Assessment Rolls can be found on the website (www.mylancastersc.org) as an attachment to the agenda. Council approved 2nd Reading 7-0 at the September 28, 2015. John Weaver – pgs. 72-105*

h. 3rd Reading of Ordinance 2015-1368 to authorize and provide for issuance and sale of Walnut Creek Improvement District Revenue Bonds and other related matters amendment needed

Ordinance Title: An Ordinance to authorize and provide for the issuance and sale of not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2015A-1; to limit the payment of the bonds solely to the assessments imposed on certain designated parcels within the Walnut Creek Improvement District; to provide for the execution of a Master Trust Indenture, First Supplemental Indenture thereto, contract of purchase and other related documents for the series 2015a-1 bonds, and an amended and restated master trust indenture and one or more supplements thereto related to the series 2006 bonds; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto. *A copy of the Master Trust Indenture can be found on the website (www.mylancastersc.org) as an attachment to the Agenda. Council approved 2nd Reading 6-0 at the September 28, 2015 meeting. John Weaver – pgs. 106-116*

i. 2nd Reading of Ordinance 2015-1381 Amendment to the Multi-County Park with Chesterfield County to add five parcels - Lineberger.

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, so as to add to the agreement property located in Lancaster County (five parcels – Lineberger); and to provide for other matters related thereto. *(Administration Committee to give recommendation at the meeting). Council approved 1st Reading 6-0 at the November 23, 2015. John Weaver – pgs. 117-119*

j. 1st Reading of Ordinance 2015-1386 rezoning of Avondale Development

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF Floyd Kenty & Elese M. Moore, Dean Ross and Janel S. Withers, The Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely LOCATED AT between Calvin Hall Road and Harrisburg Road FROM R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial DISTRICTS TO Planned Development (PDD-27) DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO. *Planning Commission recommended by a vote of 4-2. John Weaver – pgs. 120-123*

k. 1st Reading of Ordinance 2015-1369 Avondale PDD

Ordinance Title: An Ordinance to establish the Avondale mixed use Planned Development District (PDD-27); to approve the master plan for the Development of the PDD-27 property; to provide the regulations that will apply to the Development of the PDD-27 property; and to provide for other matters related thereto. *John Weaver – pgs. 124-145*

l. Public Hearing and 1st Reading of Ordinance 2015-1370 Avondale Development Agreement

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale Development; to authorize certain county officials to execute and deliver the Development Agreement; and to provide for other matters related thereto. *John Weaver – pgs.146-182*

m. 1st Reading of Ordinance 2015-1382 regarding the Personnel Policy and Residency requirements for staff positions of County Administrator, County Attorney and Director of Economic Development

Ordinance Title: An Ordinance to amend Article IV, Section 2-133 of the Lancaster County Code of Ordinances so as to require that all future amendments to the Lancaster County Personnel Policy be accomplished through Council's passage of an ordinance rather than by resolution; further, to amend Article IV of the Lancaster County Code of Ordinances so as to add thereto Section 2-132.1 wherein shall be set forth certain Lancaster County Residency requirements for the staff positions of County Administrator, County Attorney and Director of Economic Development. *John Weaver – pgs. 183-185*

n. 1st Reading of Ordinance 2015-1383 a budget amendment regarding the purchase of fire trucks

Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and expenditures during the fiscal year; and to provide for matters related thereto. *Steve Willis, Veronica Thompson and Darren Player - pgs. 186-190*

o. 1st Reading of Ordinance 2015-1384 rezoning of property of Christine Adams

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone 1 acre of property owned by Christine Adams, located at 2670 Flat Creek Road in Lancaster County, from R-30, Low Density Residential/Agricultural District to R30S, Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 6-0. Penelope Karagounis – pgs. 191-204*

p. 1st Reading of Ordinance 2015-1385, budget amendment for the first Capital Project Sales Tax

Ordinance Title: An Ordinance to amend Ordinance 2015-1385, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and expenditures during the fiscal year and to provide for matters related thereto. *Veronica Thompson - pgs. 205-208*

11. Discussion and Action Items

- a. Update on items from the Rock Hill Fort Mill Area Transportation Study (RFATS). *Councilman Brian Carnes – pgs. 209*
- b. Potential use of funds remaining from Capital Project Sales Tax #1. *Jeff Hammond and Sheriff Barry Faile – pgs. 210-213*
- c. Grant revision regarding Airport PAPI system. *Steve Willis – pgs. 214-218*
- d. Update regarding 3i Products, Inc., (Project Seating). *Michael Trotter – pgs. 219*
- e. Board and Commission Appointments. *Debbie Hardin – pgs. 220-223*
 - 1. Library Board District 1 - Clair McConaughay (unexpired term)
 - 2. Fire Commission / Shiloh Zion representative – Justin McLellan (unexpired term)
 - 3. Catawba Regional Workforce Development Board (WIB) – reappointment / 3 year term of Mr. Jerry Witherspoon
- f. Adoption of the Strategic Plan. *Steve Willis – pgs. 224-233*
- g. Sheriff's Career Ladder. (Favorable – Administration) *Sheriff Faile – pgs. 234-241*
- h. Funding shortfall for HOME Consortium. *Chairman Bob Bundy and Steve Willis – pgs. 242*
- i. 2016 Meeting Schedule for Lancaster County Council, Committees, Board, Commissions, and Holiday Schedules. *Steve Willis – pgs. 243-247*

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

n/a

13. Miscellaneous Reports and Correspondence – pgs. 248-251

- Time Warner Cable
- EMS Update

14. Calendar of Events – pg. 252

15. Citizens Comments *[if Council delays until end of meeting]*

16. Executive Session

- *Economic Development Matters – SC Code §30-4-70(5)*
 1. Project 2015-2
 2. Project 2015-3
 3. Project 2015-4
 4. Fee in Lieu extension request

17. 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



Members of Lancaster County Council

Bob Bundy, District 3, Chairman

Brian Carnes, District 7, Vice Chairman

Steve Harper, District 5, Secretary

Jack Estridge, District 6

Larry Honeycutt, District 4

Larry McCullough, District 1

Charlene McGriff, District 2

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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, November 23, 2015

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper and Charlene McGriff. Council Member Larry McCullough was absent. Also present was Steve Willis, Brenisha Wells, Penelope Karagounis, Veronica Thompson, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

The following press was notified of the meeting by e-mail or by fax in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald, The Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Call meeting to order

Chairman Bob Bundy called the Regular Meeting of Council to order at 6:30 p.m.

Welcome and Recognition/Pledge of Allegiance and Invocation

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilwoman Charlene McGriff led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Administrator Steve Willis made note that a fire truck purchase, as discussed in the November 19th Administration Committee meeting will need to be added to the Discussion Items.

Councilman Honeycutt made a motion to approve the agenda as written, with the addition of the fire truck purchase to the Discussion Items. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 6-0.

Special Presentations

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Employee of the Quarter

Chairman Bob Bundy presented Deputy Russell Dawkins with a plaque for being selected as Employee of the Quarter.

Charlotte Regional Partnership Presentation

Ronnie Bryant of the Charlotte Regional Partnership (Partnership) thanked Council for their partnership. Mr. Bryant stated that his agency travels in an effort to help decision makers aware of the needs in our region, i.e., job creation and investment opportunities. Mr. Bryant stated that Lancaster County has been very active with the Partnership for many years. He stressed the importance of having buildings and pad sites ready to go for infrastructure when recruiting for new clients. Mr. Bryant also stated that it is important to have a professional economic development staff.

There was a brief discussion about the I-77 corridor and it being one of the significant target areas. Councilwoman McGriff asked Mr. Bryant what is most attractive about Lancaster County when recruiting new businesses. Mr. Bryant stated that being close to Charlotte, NC, is the most attractive, especially with product ready to go.

Mr. Bundy asked Mr. Bryant to let Council know what they could do to help the region. He also stated that it is in hopes to have the Economic Development Director position filled soon, that person will represent Lancaster County on the Partnership's board.

Audit Presentation

David Irwin of Mauldin and Jenkins LLC presented Council with the Fiscal Year 2014-2015 audit. Mr. Irwin stated that the audit went extremely well. The County received a Clean Opinion with no audit findings. Mr. Irwin stated that he was impressed. He and Council thanked staff for a job well done. Administrator Steve Willis asked Mr. Irwin if Council should be aware of anything major in the future. Mr. Irwin stated that he didn't know anything other than GASB 75, which will be similar to GASB 68. Council thanked Mr. Irwin for his services.

A complete copy of the audit is available in the Clerk to Council office for review.

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Citizen Comments

The following citizens signed up to speak during citizens comments regarding McClancy Seasoning rezoning:

Reid Wilkerson, 10808 Young Poplar Place, Charlotte NC
Richard Dole, 3056 Drummond Avenue, Indian Land
Jerry Holt, 3207 Kendall Trace, Indian Land

The following citizens spoke regarding other topics

Walt Collins, 1222 Brook Drive, provided Council with an update from USCL. He stated that there are 1,727 students enrolled for the Fall semester with about a 40% enrollment of Lancaster students from the local high schools. Mr. Collins also talked about the success of the Bachelor of Science in Nursing program and the Native American Studies Center (NASC). The NASC is three (3) years old and has attracted more than 20,000 visitors, with its largest group in October 2015.

JR Wilt, Rock Hill Hwy, spoke regarding Ordinance 2015-1378 Ansley Park Development (portion of PDD 21).

Motion

Councilman Harper made the motion for a reconsideration of Ordinance 2015-1365 (Reid Wilkerson/McClancy Seasoning). Mr. Harper stated, "Assuming that there is a second and a majority of Council OK's the reconsideration, I will tell you in advance that it is my intention to ask the Council to consider a B-3 zoning rather than I-1 and, further, to defer debate and consideration until December 14th so that all interested parties will have the opportunity to address the matter." Councilman Honeycutt seconded, and Council Members Carnes, Harper, Estridge, Honeycutt, and McGriff were in favor. Councilman Bundy was opposed. Passed 6-0.

This Ordinance will be added to the agenda as Item 8g.

Consent Agenda

Minutes of the November 9, 2015 Regular Meeting

Councilman Larry Honeycutt made the motion to approve the minutes of the November 9, 2015 Regular Meeting. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 6-0.

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Non-Consent Agenda

Resolutions

Resolution 0902-R2015 – a zoning map error correction regarding parcel 0013-00-061.01

A Resolution taking note of a zoning map error and that County staff will take steps to correct the zoning map.

Councilman Carnes made the motion to approve Resolution 0902-R2015. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 6-0.

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1378 regarding Ansley Park Development (portion of PDD 21)

Ordinance Title: An Ordinance to approve a Development Agreement between Forestar (USA) Real Estate Group Inc., and the County of Lancaster relating to the Ansley Park Development; to authorize certain County officials to execute and deliver the Development Agreement; and to provide for other matters related thereto.

Councilwoman McGriff made the motion to approve 3rd Reading of Ordinance 2015-1378. Councilman Harper seconded.

Councilman Honeycutt made the motion to amend Ordinance 2015-1378 to include the filled in blanks of the Development Agreement. Councilman Carnes seconded, and Council voted unanimously in favor. Passed 6-0.

Council voted unanimously in favor on the original motion as amended. Passed 6-0.

Public Hearing and 3rd Reading of Ordinance 2015-1379 regarding the Fee Agreement for Movement Mortgage

Ordinance Title: An Ordinance to authorize the execution and delivery of a fee agreement by and among Lancaster County and Movement Mortgage, LLC and TKC CCII, LLC providing for the payment of a Fee-in-Lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the economic development fund; and to provide for other matters related thereto.

Councilman Carnes made the motion to approve 3rd Reading of Ordinance 2015-1379. Councilwoman McGriff seconded.

Councilman Honeycutt made the motion to amend Ordinance 2015-1379 to include the Fee Agreement. Councilman Harper seconded, and Council voted unanimously in favor. Passed 6-0.

DRAFT

Council voted unanimously on the original motion as amended. Passed 6-0.

2nd Reading of Ordinance 2015-1366 regarding the Fee Agreement between Lancaster County and LCI-Lineberger Construction, Inc.

Ordinance Title: An Ordinance to authorize the execution and delivery of a Fee Agreement by and between Lancaster County and LCI-Lineberger Construction, Inc., providing for the payment of a Fee-In-Lieu of taxes and the provision of special source revenue credits; to express the intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto.

Councilwoman McGriff made the motion to approve 2nd Reading of Ordinance 2015-1366. Councilman Harper seconded.

Councilman Honeycutt made the motion to amend Ordinance 2015-1366 to add the Cost Benefit Analysis to the Fee Agreement. Councilman Carnes seconded, and Council voted unanimously in favor. Passed 6-0.

Council voted unanimously on the original motion as amended. Passed 6-0.

Executive Session Regarding an Economic Development Matter – Project 2015-04 SC Code §30-4-70(5) – prior to the 1st Reading of Ordinance 2015-1381 below.

County Administrator Steve Willis stated that the due diligence of Project 2015-04 is not complete at this time; therefore an Executive Session is not needed.

1st Reading of Ordinance 2015-1381 Amendment to the Multi-County Park with Chesterfield County to add one parcel regarding Project 2015-04 and five parcels regarding Lineberger.

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, so as to add to the agreement property located in Lancaster County (one parcel-Project 2015-04; five parcels – Lineberger); and to provide for other matters related thereto.

Councilwoman McGriff made the motion to approve 1st Reading of Ordinance 2015-1381. Councilman Carnes seconded.

Councilman Harper made the motion amend Ordinance 2015-1381 as it relates to Project 2015-04 due diligence. Councilman Honeycutt seconded, and Council voted unanimously in favor. Passed 6-0.

DRAFT

Council voted unanimously in favor on the original motion as amended. Passed 6-0.

3rd Reading of Ordinance 2015-1365 to Rezone Property of Reid Wilkerson/NBI Investments, III, LLC.

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Reid Wilkerson/NBI Investments III, LLC, located at 182 Spice Road, from R-15P, Moderate Density Residential/Agricultural Panhandle District to I-1, Light Industrial District; and to provide for other matters related thereto.

Councilwoman McGriff made the motion to defer 3rd Reading until the meeting of December 14th. Councilman Harper seconded, and Council voted unanimously in favor. Passed 6-0.

Discussion and Action Items

Request to Close Bumble Bee Road by Haile Gold Mine

Councilman Carnes made the motion to authorize the administrator to sign the necessary documents to close Bumble Bee Road. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 6-0.

Historical Commission Appointments

Don Frangenberg – Advisory position

Miles Gardner – Advisory position

Linda Bell – District 3 Representative (unexpired term)

Councilman Honeycutt made the motion to approve the appointments. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 6-0.

Committee Reports

Councilman Harper stated that the Public Safety Committee met on November 10th and discussed an EMS competition that will take place in the Spring, a new animal shelter that will be requested next year, and a career ladder at the Sheriff's Department.

Councilman Honeycutt stated that the I&R Committee met on November 10th and discussed the Clemson Study, road paving, and received an update on Sun City Carolina Lakes roads.

Councilman Carnes stated that the Administration Committee met on November 19th and discussed Walnut Creek's Resolution, career ladder at the Sheriff's Department, received an

overview on Bond Ratings, Capital Project Sales Tax #1, final collections, FY 2014-2015 audit, fire truck purchase, and a Multi-County Park Agreement.

2016 Strategic Plan

Administrator Steve Willis asked Council to review the 2016 Strategic Plan and report any changes or additions they may have before the adoption at the meeting of December 14th.

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Monthly Finance Report

Budget Analyst Kimberly Hill provided Council with an overview of the finance report for month ending October 31, 2015.

County Roads Serving Single Residence

Administrator Steve Willis explained that there are County roads that are in essence serving a single residence. He stated that there is an Attorney General's opinion that prohibits the use of public funds in such a manner. Mr. Willis stated that staff will have to come to Council on a case by case basis regarding each road. It will first go to the I&R Committee, then ultimately to full Council.

Councilman Bundy asked Mr. Willis to provide Council with a list of these roads and to also notify the residents.

Councilman Estridge expressed his concern that the residents on these roads have been receiving County services for many years and it seems unfair. He stated that the County is sending mixed signals when just a few years ago they were willing to accept all roads in the County. Councilman Estridge asked what action was needed tonight. Mr. Willis stated that it's presented as information only.

HOME Consortium Funding Shortfall

Administrator Willis informed Council that Grazier Rhea and Cathy Rose Hicklin of the Catawba Regional Council of Governments (COG) were present at the meeting if they had any questions. Ms. Rhea explained to Council that the COG had been using the funding calculator found on the HUD website to determine federal funding. HUD recently informed staff that the on-line calculator is an older one and that the actual federal funding shortfall will be roughly double what was anticipated at \$232,000. Ms. Hicklin stated that she is hoping for positive feedback from the State with their assistance in mid January. This information was presented as information only.

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Fire Truck Purchase

Administrator Steve Willis informed Council that a Resolution and Ordinance will be presented at the next meeting. The purchase will need to be made from the General Fund until the bond is received and then it will be reimbursed. An Ordinance is needed to amend the budget and the Resolution will authorize staff to issue a Purchase Order.

Executive Session to Discuss Economic Development Matters

Councilwoman McGriff made a motion to move into Executive Session. Councilman Honeycutt seconded, and Council voted unanimously in favor. Passed 6-0.

Councilwoman McGriff made a motion to move out of Executive Session. Councilman Harper seconded, and Council voted unanimously in favor. Passed 6-0.

Attorney John Weaver stated while in Executive Session Council discussed economic development projects and a Fee in Lieu extension request where no votes were taken and no motions were made.

Adjournment

Councilman Honeycutt made a motion to adjourn. Councilman Carnes seconded, and Council voted unanimously in favor. Passed 6-0.

Respectfully Submitted:

Approved by Council, December 14, 2015

Brenisha S. Wells
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1365

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF REID WILKERSON/NBI INVESTMENTS III LLC, LOCATED AT 182 SPICE ROAD FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT; AND TO PROVIDE FOR 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) Steve Willis, Lancaster County Administrator, (per County Council) applied to rezone property located at 182 Spice Road from R-15P, Moderate Density Residential/Agricultural Panhandle District, to I-1, Light Industrial District.

(b) On July 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended to deny the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural District to I-1, Light Industrial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0010-00-001.00.

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 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, this _____ day of _____, 201__.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: August 10, 2015	Passed 6-1
Second Reading: August 24, 2015	Passed 6-1
Third Reading: November 9, 2015	Denied 4-3
Favorably Reconsidered: November 23, 2015	Passed 6-0

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Agenda Item Summary

Ordinance # / Resolution# Resolution No. 901-R2015

Contact Person / Sponsor: Michael Seezen, Esquire

Department: McNair law Firm

Date Requested to be on Agenda: December 14, 2015

Committee: Administration Committee

Issue for Consideration: Authorizing Modifications to Walnut Creek Improvement District (f/k/a Edenmoor Improvement District) and approval of Amended Improvement Plan

Points to Consider:

1. Kayne Capital/LStar, the developer of the Improvement District, has requested the County make certain modifications to the Walnut Creek Improvement District: (a) add two parcels, (b) increase/modify assessments, and (c) allow the issuance of up to \$6 mm of bonds.
2. The modifications solely relate to Bond Area 2 and Bond Area 3 (e.g., undeveloped portions of the Improvement District still owned by the developer).
3. This resolution is the first procedural step required under SC law to make such modifications.
4. The resolution approves an amended Improvement Plan (describing the above modifications) and authorizes a public hearing to be held by County Council on January 25, 2016.
5. Following public hearing, bond counsel will present an ordinance to effect the above-described modifications and approve revised assessment rolls related to Bond Area 2 and Bond Area 3. The bonds, if issued, would be issued directly to the developer (e.g., no public sale) in exchange for infrastructure in the Improvement District funded directly by the developer; no bonds would be issued unless authorized by subsequent ordinance.
6. This resolution and the above-described modifications to the Improvement District are separate from Ordinance 2015-1367/1368, which relate to the proposed refunding bonds secured by assessments in Bond Area 1.

Funding and Liability Factors: N/A

Council Options: Approve or Reject the Resolution

Recommendation: Approve

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RESOLUTION NO. 0901-R2015

A RESOLUTION

DESCRIBING THE WALNUT CREEK IMPROVEMENT DISTRICT (FORMERLY KNOWN AS THE EDENMOOR IMPROVEMENT DISTRICT) AS PROPOSED TO BE ENLARGED AND THE AMENDED IMPROVEMENT PLAN EFFECTED THEREBY, THE PROJECTED TIME SCHEDULE FOR THE ACCOMPLISHMENT OF THE AMENDED IMPROVEMENT PLAN, THE ESTIMATED COST OF THE IMPROVEMENTS AND THE AMOUNT OF SUCH COSTS TO BE DERIVED FROM ASSESSMENTS, BONDS OR OTHER FUNDS; SETTING FORTH THE PROPOSED BASIS AND RATES OF ASSESSMENTS TO BE IMPOSED WITHIN THE ENLARGED IMPROVEMENT DISTRICT; ORDERING A PUBLIC HEARING; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings.

The Lancaster County Council (the "County Council") finds that:

(a) The County Council, by Ordinance No. 713 enacted on January 30, 2006, as corrected and confirmed by Resolution No. 527 (the "Resolution"), authorized the creation of the Edenmoor Improvement District (the "Improvement District"), relating to an approximately 868-acre mixed use planned development known as "Edenmoor" (the "Development") and approved the Assessment Roll A, including the Rate and Method of Apportionment of Assessment A attached as an appendix thereto (the "Original Assessment Roll A"), and the Assessment Roll B, including the Rate and Method of Apportionment of Assessment B attached as an appendix thereto (the "Original Assessment Roll B" and, together with the Original Assessment Roll A, the "Original Assessment Rolls").

(b) The County has heretofore issued its \$24,115,000 original principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A (the "Series 2006A Bonds") and \$11,500,000 original principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B (the "Series 2006B Bonds" and, together with the Series 2006A Bonds, the "Series 2006 Bonds").

(c) The County understands that Edenmoor Acquisition LLC, or one of its affiliated assignees (the "Sole Bondholder"), is presently the owner of 100% of the Series 2006 Bonds.

(d) The Series 2006 Bonds were issued in order to fund certain improvements within or associated with the Development, which Bonds are payable from and secured by non-*ad valorem* assessments imposed upon the parcels therein (the "Assessments").

(e) The Assessments presently consist of an Assessment A securing the Series 2006A Bonds, and an Assessment B securing the Series 2006B Bonds, each as further described in the Original Assessment Rolls for the Improvement District (the "Assessment Documents").

(f) Prior to the issuance of the Series 2006 Bonds, the County Council adopted an "improvement plan" (within the meaning of Section 4-35-30(4) of the Code of Laws of South Carolina 1976, as amended (the "Act"), entitled "Lawson's Bend Improvement Plan" (the "Original Improvement Plan") which Original Improvement Plan, among other things, contemplated the creation of the Improvement District as an "improvement district" (within the meaning of Section 4-35-30(3) of the Act).

(g) After the original developer of the Development ceased development in 2009 and, thereafter, defaulted in its payment of Assessments imposed upon certain parcels within the Development, Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC (collectively, the "Purchaser") purchased such parcels.

(h) The Purchaser has continued work to complete the Development and approximately 634 parcels within the Development are owned by residential property owners or third-party builders or developers other than the Purchaser.

(i) The Purchaser and the Sole Bondholder desire to make certain changes to the Assessment Documents, namely (I) changing all references therein from "Edenmoor" or "Edenmoor Improvement District" to "Walnut Creek" or "Walnut Creek Improvement District", as applicable; (II) subdividing the Improvement District so it relates to specific parcels within the Development (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), as further defined herein); (III) modifying and updating the Assessment A applicable to each such Bond Area (including increasing the Assessment A which may be imposed upon parcels within Bond Area 2 and Bond Area 3 only) and, correspondingly, to specific sub-series of Series A Bonds (as defined in the Original Assessment Roll A) which are presently outstanding or are New Bonds (as defined herein) to be issued in the future or may be issued to refund such bonds; (IV) adding two parcels to the Improvement District within Bond Area 2 and Bond Area 3; (V) modifying the density classifications in the Assessment Documents for new development within Bond Area 2 and Bond Area 3; and (VI) contemplating the issuance and sale to the Sole Bondholder or its affiliate of new bonds secured by and payable from Assessments imposed on Bond Area 2 and Bond Area 3, solely for purposes of reimbursement for Improvements funded directly by the Purchaser or its affiliates.

(j) There have been filed with the Clerk to Council a proposed list of the parcels within Bond Area 1, Bond Area 2 and Bond Area 3 (including the two additional parcels proposed to be added therein), including a representative map of the Improvement District showing each such Bond Area.

(k) A copy of the Amended Improvement Plan, which updates and makes certain changes to the Original Improvement Plan consistent with the proposed changes to the Assessment Documents described above and may be further amended or supplemented from time to time, is attached hereto as Exhibit A and incorporated herein by reference and available for review at the office of the County Administrator. The Amended Improvement Plan contemplates the construction of a roadway system, a sanitary sewer system, a water system and a drainage system and other public improvements within the Improvement District, whether currently completed or proposed as more particularly described therein (collectively, the "Improvements"), which constitute "improvements" (within the meaning of Section 4-35-30(2) of the Act).

(l) The Council finds that (1) the Improvements are and may be beneficial within the designated Improvement District, (2) the Improvements have and are likely to further significantly improve property values within the Improvement District by promoting the development of the property, (3) it is and would be fair and equitable to finance all or part of the cost of the Improvements by an assessment upon the real property located within the Improvement District, (4) written consent for the creation of the Improvement District from a majority of the owners of real property within the

Improvement District having an aggregate assessed value in excess of sixty-six percent of the assessed value of all real property within the Improvement District was obtained prior to the original establishment of the Improvement District, and (5) written consent for certain modifications to the Improvement District (as enlarged, the "Enlarged Improvement District"), namely the addition of two parcels to Bond Area 2 and Bond Area 3, increasing the Assessment A which may be imposed upon parcels within Bond Area 2 and Bond Area 3 only, modifying the density classifications for new development within Bond Area 2 and Bond Area 3 and contemplating the issuance and sale to the Sole Bondholder or its affiliate of new bonds secured by and payable from Assessments imposed on Bond Area 2 and Bond Area 3, solely for purposes of reimbursement for Improvements funded directly by the Purchaser or its affiliates, from a majority of the owners of real property within the applicable sub-districts of the Improvement District (e.g., Bond Area 2 and Bond Area 3) having an aggregate assessed value in excess of sixty-six percent of the assessed value of Bond Area 2 and Bond Area 3, has been or will be obtained prior to the amendment of the Assessment Documents to effect such modifications.

(m) Pursuant to the Act, the Council may make such modifications to the Improvement District and implement and finance, in whole or in part, the Amended Improvement Plan in the Improvement District in accordance with the provisions of the Act.

(n) In accordance with the requirements of Section 4-35-70 of the Act, Council hereby directs and authorizes the publication of this resolution and the establishment of the time and place of a public hearing concerning the Amended Improvement Plan.

It is now necessary and in the best interest of the health, safety, and general welfare of the citizens of the County that the Enlarged Improvement District and Amended Improvement Plan be described and the other requirements of the Act be met through adoption and publication of this resolution.

Section 2. Description of Enlarged Improvement District.

The Enlarged Improvement District shall consist of an approximately 922-acre mixed-use planned development consisting of proposed residential, commercial and recreational land uses and including the County park. The Enlarged Improvement District consists of (a) approximately 803 acres which is contained within the St. Katherine Planned Development District – 8 (the "SKPDD-8"), established by Ordinance #504 of the County Council on July 28, 2002 ("Ordinance #504"), (b) approximately 17 acres which is contiguous to the SKPDD-8 and was acquired after the enactment of Ordinance #504, and (c) approximately 57 acres which are contiguous to the SKPDD-8 and are proposed to be added to and included within the Enlarged Improvement District (one parcel within Bond Area 2 and one parcel within Bond Area 3). The Enlarged Improvement District will also include such easements and rights-of-way contiguous thereto as shall be necessary for the construction of certain of the Improvements. The property is located on U. S. Highway 521, S. C. Highway 75, Jim Wilson and Twelve Mile Creek Roads.

Section 3. Description of Improvements.

The Council finds that the current and future development within the Enlarged Improvement District requires the acquisition and construction of the following Improvements:

(a) roadway system consisting of streets, curbs, gutters, bridges, intersection improvements, Hancock and Claude Phillips Road improvements;

(b) sanitary sewer system consisting of force mains, gravity mains, pump stations and related facilities;

(c) water system consisting of four inch, six inch, eight inch and ten inch water mains, valves, joints, fire hydrants and related facilities;

(d) stormwater drainage system designed to meet current standards;

(e) other public improvements including but not limited to a fire station and related equipment; and

(f) such other improvements as allowed under the terms of the Act and as may be approved by the Council.

all as described and more particularly identified in the Amended Improvement Plan attached hereto and incorporated herein as Exhibit A (collectively, the "Improvements").

Section 4. Time Schedule for Amended Improvement Plan.

The implementation of the Amended Improvement Plan began shortly after the Series 2006 Bonds were issued in June 2006. Presently, the Development consists of four major phases, each with multiple sub-phases, of construction that are anticipated to include approximately 2,235 residential units on approximately 620 acres, approximately 300 acres of common open space, rights of way and recreation areas, and approximately 100,000 square feet of commercial development. The implementation of the Amended Improvement Plan will be phased in over approximately seven years from the date hereof, with each phase expected to take approximately three to five years to complete.

Section 5. Estimated Cost of Improvements; Amount to be Derived from Assessments.

Approximately \$29,250,000 of the proceeds of the Series 2006 Bonds were used to finance certain costs of the Improvements, and the County understands that approximately \$25,000,000 of the Improvements have been provided directly by the Purchaser. It is expected that the total costs of the Improvements will cost approximately \$91,500,000, a portion of which has been or will be financed by a combination of "assessments" (within the meaning of Section 4-35-30(1) of the Act) on real property in the Enlarged Improvement District benefiting from the Improvements and the issuance of revenue bonds as described in Section 6.

Section 6. Amount of Cost of Improvements to be Derived from Bonds or Other Permitted Funding Sources.

As described above, the County has previously issued the Series 2006 Bonds in order to finance a portion of the cost of the Improvements, and understands that the Purchaser has expended its own funds to finance other costs of the Improvements. The Original Improvement Plan contemplated that the County could issue up to \$60,000,000 in revenue bonds in one or more series secured by the Assessments, of which approximately \$36,000,000 principal amount of such bonds has been previously issued, all of which have been or would be serviced from revenue to be derived from the Assessments. The Amended Improvement Plan contemplates that the County may additionally issue not exceeding \$6,000,000 in revenue bonds in one or more series (the "New Bonds") secured by the Assessments imposed within Bond Area 2 or Bond Area 3 and to be serviced from revenue to be derived from the Assessments with Bond Area 2 or Bond Area 3, the details of which shall be prescribed by a separate ordinance of the County Council; provided, however, that (1) the New Bonds would be issued and sold only to the Purchaser or its affiliates, in order to reimburse the Purchaser for such previously-expended costs and (2) the New Bonds would be secured by and payable from Assessments imposed within Bond

Area 2 or Bond Area 3, and in any event not from Assessments imposed within Bond Area 1, and (3) nothing herein or in the Amended Improvement Plan shall obligate the County to issue the New Bonds in any particular amount, if at all. The New Bonds described in this Section 6 may be combined with or constitute a portion of a larger debt issue including bonds issued for other purposes, including the refunding of all or a portion of the Series 2006 Bonds, or issued in connection with any exchange of Series 2006 Bonds.

Section 7. Basis for and Rates of Assessment to be Imposed Within the Enlarged Improvement District.

Assessments have been and shall be imposed upon properties in the Enlarged Improvement District based upon one or more of assessed value, area, per parcel basis or the value of improvements to be constructed within the Enlarged Improvement District, or a combination of them, according to the procedure set forth in an assessment study, which shall establish assessment rates fairly reflecting the advantages derived from the Improvements by each of the individual parcels. As of the date of this Resolution, Assessments for property within the Improvement District have been and are established according to the Original Assessment Rolls.

The total of the Assessments shall equal the anticipated costs of the Improvements which were or are to be provided for the benefit of the property in the Enlarged Improvement District, including any costs associated with the issuance and repayment of the Series 2006 Bonds or New Bonds (or any refunding bonds) and administrative costs of the Enlarged Improvement District. The Assessment on each parcel shall be based on the equivalent units of each parcel as a percent of the total of the equivalent units for all of the parcels in the Enlarged Improvement District. The equivalent units for each parcel shall be based on an estimate of the numbers of units of each class anticipated to be built on each parcel. It is expected that the property within the Enlarged Improvement District shall be identified as being in one of a number of classifications based upon relative benefit received from the Improvements by each class of property. Equivalent units shall reflect the relationship between the classes of property and the benefit received from the Improvements for each type of property.

The Assessments have been and shall be set at a rate or rates intended to be sufficient to produce revenue equal to the amount of bonds issued and outstanding or to be issued and outstanding, as applicable, plus accrued interest at any time at a rate that equates to the rate on the Series 2006 Bonds and the New Bonds (or any refunding bonds) plus a pro-rata share of administrative expenses of the Enlarged Improvement District.

Upon the division of any parcel, the Assessment on that parcel prior to the subdivision shall be reallocated to each new parcel in proportion to the equivalent units of each parcel and the Assessment for the parcel prior to the subdivision. The Assessments after the subdivision of a parcel shall equal the sum of the Assessments before the subdivision of the parcel.

An Assessment shall not be imposed upon Improvements within the boundaries of the Enlarged Improvement District or other property within the Enlarged Improvement District which does not receive a benefit of the Improvements.

Section 8. Public Hearing.

The Council hereby establishes January 25, 2016, as the date of the public hearing to be held in accordance with the provisions of Section 4-35-70 of the Act. Such public hearing shall be held at 7:00 p.m., January 25, 2016 in County Council Chambers, 2nd Floor of the County Administration Building located at 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. At the public hearing and at any adjournment of it, all interested persons may be heard either in person or by their designees.

Section 9. Public Notice.

Pursuant to Section 4-35-70 of the Act, the Council hereby authorizes the publication of this Resolution in its entirety once a week for three successive weeks in a newspaper of general circulation within the County, with the final publication to occur not less than 10 days prior to the public hearing to be held on January 25, 2016.

Section 10. Authority to Act.

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

Section 11. Severability.

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

Section 12. Controlling Provisions.

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

Section 13. Effective Date.

This Resolution is effective upon adoption.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO RESOLVED, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA


Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution# 903-R2015
Contact Person / Sponsor: John Weaver 
Department: Planning / County Attorney
Date Requested to be on Agenda: December 14, 2015
Committee:

Issue for Consideration: Whether or not it is appropriate to voice Lancaster County's approval that Chesterfield County be permitted to add certain parcel(s) located in Chesterfield County into the Master Multi-County Park Agreement for an economic development project?

Points to Consider: A recent ordinance amendment to the Master Multi-County Park Agreement has made possible for the non-impacted county's consent and approval to be formalized by a Resolution rather than by Ordinance.

Funding and Liability Factors: N/A

Council Options: Approve or reject the resolution.

Recommendation: Approve the Resolution

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

RESOLUTION NO. 0903-R2015

A RESOLUTION

TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY AND LANCASTER COUNTY, DATED AS OF DECEMBER 9, 2013, AND AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN CHESTERFIELD COUNTY CURRENTLY KNOWN AS PROJECT SUNNY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

(1) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park"); and

(2) Chesterfield County, South Carolina ("Chesterfield County") and Lancaster County are contiguous counties which, pursuant to Ordinance No. 2013-14-08, enacted by Chesterfield County Council on December 4, 2013, and Ordinance No. 2013-1230 enacted by Lancaster County Council on December 9, 2013, established a Multi-County Park pursuant to the Master Multi-County Park Agreement dated as of December 9, 2013 (the "Park Agreement"); and

(3) Chesterfield County, pursuant to Ordinance No. 14-15-20, enacted by Chesterfield County Council on November 4, 2015, and Lancaster County pursuant to Ordinance No. 2015-1352, enacted by Lancaster County Council on November 9, 2015, authorized an Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 (the "Amended and Restated Park Agreement"); and

(4) The Amended and Restated Park Agreement provides that property may be added to the Multi-County Park by ordinance of the County in which the subject property is located and by resolution of the non-host County; and

(5) Chesterfield County has requested Lancaster County to approve a resolution to add

certain property located in Chesterfield County to the Multi-County Park.

(b) It is the purpose of this resolution to approve the addition of the following property to the Amended and Restated Park Agreement: Property known as Project Sunny located in Chesterfield County.

Section 2. **Approval of amendment.**

Council approves the amendment of Exhibit B (Chesterfield County) of the Amended and Restated Master Multi-County Park Agreement dated as of November 9, 2015 to read:

/EXHIBIT B (Chesterfield County)
Chesterfield County Property

A. Properties included pursuant to Chesterfield County Ordinance No. 14-15-20, enacted on November 4, 2015 and effective November 9, 2015:

755 State Road S-13-680

<u>Tax Map No.</u>	<u>Owner</u>
37-58	DC Custom Freight, LLC d/b/a Fiber Fuels

U.S. 601 Near State Road 13-580 (Philadelphia Church Road)

<u>Tax Map No.</u>	<u>Owner</u>
18-201	TS4, LLC/Titan Stainless of North Carolina, Inc.

506 Usher

<u>Tax Map No.</u>	<u>Owner</u>
31-8-1-14 and 31-8-01-11 (p/o)	TS4, LLC/Titan Stainless of North Carolina, Inc.

Rollins Road

<u>Tax Map No.</u>	<u>Owner</u>
32-97	Conbraco Industries, Inc.

Intersection of S13-513 and S.C. Highway 151 Business

<u>Tax Map No.</u>	<u>Owner</u>
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32-7 Conbraco Industries, Inc.

3.14 acres, Hwy. 1

Tax Map No. Owner

259-11-4-2 Carolina Canners, Inc.

Andrew Bloomfield Home Place

Tax Map No. Owner

259-11-4-1 Carolina Canners, Inc.

14.94 acres, U.S. Highway 52

Tax Map No. Owner

259-11-4-3 Carolina Canners, Inc.

S. C. Highway 9

Tax Map No. Owner

258-14-4-1 Highland Industries, Inc.

North of Evans Row Road

Tax Map No. Owner

259-12-4-7 Schaeffler Group

S.C. Highway S-13-388 and Oak Street

Tax Map No. Owner

259-1 Schaeffler Group

22.84 Acres West of Town of Cheraw

Tax Map No. Owner

244-10 Schaeffler Group

B. Properties included pursuant to Chesterfield County Ordinance No. 15-16-10, enacted on December _____, 2015 and effective December _____, 2015:

Project Sunny location

Tax Map No.

Owner

Project Sunny

Project Sunny/

Section 3. Preparation of amended Park Agreement.

Upon passage of this resolution, and an ordinance of Chesterfield County, approving the addition of the property identified in this ordinance, the County Administrator of Chesterfield County shall cause to be prepared an amended and restated Park Agreement with Exhibit B (Chesterfield County) revised as set forth in Section 2 of this ordinance. A copy of the amended and restated Park Agreement with a revised Exhibit B (Chesterfield County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Chesterfield County and Lancaster County.

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Resolution is effective upon its adoption.

AND IT IS SO RESOLVED

Dated this ____ day of December, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin , Clerk to Council

Agenda Item Summary

Ordinance # / Resolution# 904-R2015

Contact Person / Sponsor: Steve Willis / Darren Player

Department: Planning / County Administrator

Date Requested to be on Agenda: December 14, 2015

Committee: Public Safety

Issue for Consideration: Whether or not it is appropriate to authorize the Administrator to issue necessary county purchase orders for eighteen (18) fire trucks prior to funding being immediately available to pay for the costs thereof?

Points to Consider: The company from which Lancaster County anticipates purchasing a number of fire trucks has offered a substantial discount for full advance payment within thirty (30) of the issuance of the associated purchase orders. That discount is available to the county only until year's end, December 31, 2015. In anticipation of funds being available to cover the cost and take advantage of the discount, the purchase orders must be issued prior to the anticipated funds being readily available simultaneously.

Funding and Liability Factors: The passage of this Resolution should be contingent on the Council's willingness to pass Ordinance 2015-1383 without delay. To do otherwise would subject the county to a financial obligation in late January, 2016 for which there would be no funds available.

Council Options: Approve or reject the Resolution.

Recommendation: Approve the Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO.:0904-R2015**

A RESOLUTION

TO AUTHORIZE THE COUNTY ADMINISTRATOR TO HAVE ISSUED ONE OR MORE LANCASTER COUNTY PURCHASE ORDERS ON OR BEFORE DECEMBER 31, 2015 FOR THE PURPOSE OF PROCURING EIGHTEEN (18) FIRE TRUCKS HAVING A TOTAL COST OF SEVEN MILLION, ONE HUNDRED FIFTY SEVEN THOUSAND, TWO HUNDRED NINETEEN (\$7,157,219.00) DOLLARS.

WHEREAS, Council previously has considered the need and has determined that certain public safety vehicles for use throughout the county so as to provide enhanced fire protection for its citizens and residents is necessary; and

WHEREAS, it has been recommended by the county's Fire Service and the County Administrator and subsequently approved by the Council's Public Safety Committee that the necessary fire trucks and the costs associated therewith are identified with specificity on the attached Package Breakdown and the attached Fire Department funded Option choices, both documents being incorporated herein as fully as if repeated verbatim; and

WHEREAS, there is a material cost savings to Lancaster County as noted on the Package Breakdown (100% Advance Payment Discount) sufficient to warrant Council's simultaneous consideration of a budget amendment ordinance (No. 2015-1383), so as to provide the funds necessary to pay for the discounted price of the vehicles; and

WHEREAS, because the funding for the full payment of the fire trucks will be available to the Administrator through the passage of proposed budget amendment ordinance on or before thirty (30) days following the issuance of the purchase order(s), thereby assuring compliance with the county's financial obligations,

NOW, THEREFORE, be it **RESOLVED** by Council that in anticipation of full funding being available on or before the purchase price for the purchase of the eighteen (18) fire trucks noted herein, the County Administrator hereby is authorized to have issued one or more Lancaster County Purchase Orders totaling Seven Million, One Hundred Fifty Seven Thousand, Two Hundred Nineteen (\$7,157,219.00) Dollars on or before December 31, 2015.

AND IT IS SO RESOLVED

Dated this _____ day of December, 2015

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Lancaster County Total Package Breakdown

1. Ten (10) Custom Cab Engines (combined purchase)	\$476,300.00
	<u>X 10</u>
	4,763,000.00
100% Advance Payment Discount	<u>(182,281.00)</u>
	\$4,580,719.00

2. Two (2) Custom Pumper/Tankers (combine purchase)	\$476,272.00
	<u>X 2</u>
	952,544.00
100% Advance Payment Discount	<u>(35,045.00)</u>
	\$917,499.00

3. One (1) Dry Side Tanker (combine purchase)	\$264,326.00
100% Advance Payment Discount	<u>(7,526.00)</u>
	\$256,800.00

4. Five (5) Rescues (combine purchase)	\$272,337.00
	<u>X 5</u>
	\$1,361,685.00
100% Advance Payment Discount	<u>(77,605.00)</u>
	\$1,284,080.00

Net Due Pierce 30 Days from Purchase Order	\$7,039,098.00
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5. Pleasant Valley Pumper/Tanker (Fee District Contrib.)	(\$ 201,949.50)
6. Indian Land Pumper/Tanker (Fee District Contrib.)	(\$ 201,949.50)

****NOTE: Pleasant Valley and Indian Land Fee Districts request Development Funds be used to pay these contribution amounts.

TOTAL NEEDED FOR THE BOND TO FINANCE PURCHASE	\$6,635,199.00
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John Weaver

From: Darren Player
Sent: Tuesday, December 08, 2015 3:04 PM
To: John Weaver
Subject: FW: Fire Station 2015 Apparatus Upgrade Costs

The total for Fire Department funded Option choices for individual trucks going to their particular department is listed below. **The total is \$118,121.00.** All of these funds will be received in our office no later than 5:00PM on Monday December 14th (Prior to Council meeting that night). This total will add to the \$7,039,098.00 figure for a grand total on **the Purchase Order of \$7,157,219.00.** This will be the amount of the up front payment. See below for individual station option choices should you need that information.

Darren Player, Director
Lancaster County Fire Rescue / Emergency Management
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888 / 803-285-7333
Fax: 803-283-6333 / 803-289-2933
Direct: 803-313-8051
dplayer@lancastercountysc.net

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From: Cathy D. McDaniel
Sent: Monday, December 07, 2015 3:17 PM
To: Kimberly Hill
Cc: Darren Player; Donna Greene; Billy Lloyd
Subject: Fire Station 2015 Apparatus Upgrade Costs

Station	Two Tone Cab	Three Tone Cab	Four Door	Light Tower	Inboard Hose Bed	Gold Letters
Antioch						
Bell Town						
Buford						
Camp Creek						
Charlotte Rd/VW	\$1,359.00					

Elgin	\$1,741.00	\$10,564.00	\$13,790.00
Flat Creek			
Gooches			
Heath Springs	\$1,359.00		
Indian Land		\$1,686.00	\$658.00
Kershaw	\$4,808.00		
McDonald Green			
Pleasant Valley	\$1,359.00	\$1,686.00	\$3,192.00
Rich Hill			
Riverside	\$1,359.00		
Shiloh Zion			
Tradesville			
Unity			
City of Lancaster			
Grand Total			

These amounts will be paid to Lancaster County for upgrade charges.

Cathy McDaniel, Clerk II
Lancaster County Fire Rescue
PO Box 1809
Lancaster, SC 29721
111 Covenant Place
Lancaster, SC 29720
Office: 803-283-8888
Fax: 803-283-6333
Direct: 803-313-8090

cdmcdaniel@lancastercountysc.net

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Agenda Item Summary

Ordinance # / Resolution#:	Resolution 0905-R2015
Contact Person / Sponsor:	Chris Nunnery/ Steve Willis
Department:	Public Safety Communications/ Admin
Date Requested to be on Agenda:	December 14, 2015

Issue for Consideration:

Execution of the agreement between Lancaster County and Motorola Solutions, Inc. to become part of the Palmetto 800 Radio System.

Points to Consider:

This is part of the voter approved public safety communications upgrade. It will pay for towers and radios for all public safety groups in Lancaster County.

We will be working with the Lancaster County Water and Sewer District and Haile Gold Mine to place towers (9) throughout Lancaster County. This will give our public safety personnel 95% coverage from a 5 watt portable radio throughout Lancaster County. This is an unprecedented level of coverage, and margin of safety, for our personnel.

This will give us radio interoperability with state agencies and surrounding jurisdictions, including Charlotte Mecklenburg.

Funding and Liability Factors:

Funded through the Capital Project Sales Tax.

Under the funding model we will have to assume an annual operating fee of \$379,000. We can buy down this cost by making a larger impact fee payment. To the extent such opportunities present themselves we need to take advantage of such.

Council Options:

Approve or reject the agreement with Motorola.

Staff Recommendation:

Approve the agreement.

Committee Recommendation:

Approve the agreement, from both the Administration Committee and the Public Safety Committee.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO.:0905-R2015**

A RESOLUTION

TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE THE PALMETTO USER AGREEMENT SO AS TO ALLOW LANCASTER COUNTY TO BECOME A USER OF THE STATEWIDE 800 MHz ASTRO-25 TRUNKED VOICE AND DATA RADIO NETWORK.

WHEREAS, Council previously has considered a public safety need and has determined that an enhanced radio system for use throughout the county by the various public safety departments is necessary so as to provide for technologically advanced communications for the benefit of the county citizens and residents; and

WHEREAS, an agreement between Motorola Solutions, Inc. and Lancaster County has been negotiated and it is the recommendation of the Administrator and his Public Safety staff that the terms and conditions thereof are favorable to the county and will accomplish the goal set by Council for an upgraded radio system; and

WHEREAS, pursuant to Ordinance No. 2014-1286, a favorable public referendum vote on November 4, 2014 did authorize the imposition of a capital projects sales tax for a period of seven (7) years, including therein the authority for the county to bond certain projects if deemed appropriate by Council so as to more rapidly provide the undertaking of one or more of the various projects; and

WHEREAS, pursuant to Ordinance No. 2015-1335, Council did authorize a bond of Four Million Five Hundred Thousand (\$4,500,000.00) Dollars for the communications system referenced herein, said bond representing the source of ongoing payment to Motorola Solutions, Inc. as the implementation and continuation of the system moves forward.

NOW, THEREFORE, be it **RESOLVED** by Council that in anticipation of full funding of the enhanced radio communications system being available from the county bond referenced herein, the County Administrator is authorized to execute the Palmetto User Agreement and, thereafter, the Administrator or his designated representative is authorized to follow through with the contractual obligations of the Agreement in an amount not to exceed Four Million Five Hundred Thousand (\$4,500,000.00) Dollars.

AND IT IS SO RESOLVED

Dated this _____ day of December, 2015

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin , Clerk to Council

PALMETTO USER AGREEMENT

THIS PALMETTO USER AGREEMENT (the “User Agreement”) is entered into by and between Motorola Solutions, Inc. (“Motorola”), a Delaware corporation, with offices at 1301 E. Algonquin Rd, Schaumburg, Illinois 60196 and Lancaster County, South Carolina with offices at 101 N Main Street, Lancaster, SC 29720 (“User”), a **body politic and corporate and a political subdivision of the State of South Carolina**.

WHEREAS, Motorola owns, operates, supports and otherwise maintains a cost sharing, wide-area 800 MHz **ASTRO-25** Trunked voice and data radio system (the “System”) throughout portions of South Carolina and Georgia (“Wide-Area Network”); and

WHEREAS, the Wide-Area Network is comprised of facilities authorized by Federal Communications Commission (“FCC”) through licenses held by Licensees, defined below;

WHEREAS, Licensees have appointed Motorola as Licensees’ agent collectively and individually, for purposes of entering into this User Agreement to govern use of Licensees’ radio stations in accordance with the requirements of Section 90.179(d) of the FCC’s rules; and

WHEREAS, User desires service on the Wide-Area Network pursuant to the terms of this User Agreement, and as further outlined in Attachment A; and

WHEREAS, by separate agreement, User may contribute User’s own licenses to the Wide-Area Network and contract with Motorola for management services.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Motorola and User hereby covenants and agree as follows:

1. DEFINITIONS

“**Licensees**” means the following entities which hold the FCC frequency licenses used for the Wide-Area network: User; SCANA Communications, Inc. (“SCI”), a South Carolina corporation; State of South Carolina; County of Lexington, South Carolina; County of Spartanburg, South Carolina; County of Charleston, South Carolina; County of Jasper, South Carolina; County of Richland, South Carolina; Augusta/Richmond, Georgia; South Carolina Electric and Gas Company, a South Carolina corporation.

“**Licensed Operations**” means the continued operations under the Licenses held by Licensees, as further described in the System Management Agreement dated _____ governing the management arrangement between Licensees and Motorola, in accordance with all applicable rules and regulations of the FCC.

Lancaster County Radio Project Overview

- 10 year impact Fee \$2,699,000
 - Construction Cost \$1,027,415
 - Contingency \$200,000
- \$3,926,415 Impact Fees and Construction

	<i>Dispatch Tower</i>	<i>North W/T</i>	<i>Steel Hill W/T</i>	<i>Riverside W/T</i>	<i>Edgewater W/T</i>	<i>Pleasant Hill W/T</i>	<i>Gold Mine Tower</i>	<i>Tradesville Tower</i>	
Site Work	n/a	\$5,000	n/a	\$5,000	\$5,000	n/a	\$5,000	\$5,000	\$25,000
Building	n/a	\$20,000	n/a	\$20,000	\$20,000	n/a	n/a	\$20,000	\$80,000
Electrical Work	\$1,000	\$10,000	n/a	\$10,000	\$10,000	n/a	\$10,000	\$10,000	\$51,000
Generator	\$25,000	\$25,000	n/a	\$25,000	\$25,000	n/a	n/a	\$25,000	\$125,000
Tower	\$331,415.00	\$30,000	n/a	n/a	n/a	n/a	\$275,000	\$30,000	\$666,415.00
Antenna Work	n/a	n/a	\$10,000	\$30,000	\$30,000	\$10,000	n/a	n/a	\$80,000
Total									\$1,027,415

Pricing Option A:
 10 year agreement
 \$3,699,000 Impact fee
 Annual user fee \$279,000

Pricing Option B:
 10 year agreement
 \$2,699,000 Impact Fee
 Annual user fee \$379,000

The Lancaster News

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

**NOTICE OF A PUBLIC
HEARING PRIOR TO FINAL
ACTION BY THE COUNTY
COUNCIL OF LANCASTER
COUNTY TO ENTER INTO
AN ORDINANCE.**

Notice is hereby given by the County Council of Lancaster County (the "County Council") that a public hearing for the below-referenced Ordinance will be held at the County Council Chambers of the County Council, County Administration Building, 101 N. Main Street, 2nd floor, Lancaster, South Carolina at 6:30 p.m. on December 14, 2015 in conjunction with a regularly scheduled meeting of the County Council. Such Ordinance is titled as follows: TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND LCH-LINEBERGER CONSTRUCTION, INC., PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

Subject to the normal rules of County Council regarding appearances, members of the public are invited to attend and make comment concerning the proposed Ordinance.

By order of the County Council of Lancaster County, South Carolina.
397-139-145-3F-Haynsworth-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 11/20/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1366

)

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND LCI-LINEBERGER CONSTRUCTION, INC., PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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 "County 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 "Act"), to enter into fee 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 manpower, 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 by Sections 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended, 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;

(c) LCI-Lineberger Construction, Inc., a South Carolina corporation (referred to hereinafter as the "Company") intends to invest in the expansion of its facilities in the County through the acquisition of land, a building, and improvements thereon (the "Land and Building"); the construction of improvements thereon and/or therein; and/or the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately \$3.67 million over five years (the "Project"), all as more fully set forth in the Fee Agreement attached hereto, and provided that approvals of various incentives contemplated for the Project are formalized by the State and/or County;

(d) pursuant to Resolution No. 0886-R2015, adopted August 24, 2015, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into a fee-in-lieu of tax incentive with the Company and the provision of special source revenue credits;

(e) the Company has caused to be prepared and presented to the Council the form of the Fee Agreement by and between the County and the Company (the "Fee Agreement"), which provides for fee-in-lieu of tax payments utilizing a six percent (6%) assessment ratio and fixed millage rate of 289.4 mills for a period of twenty (20) years for the Project or each component thereof placed in service during the investment period and any investment period extension to which the County and the Company agree, and for special source revenue credits equal to fifteen percent (15%) of the fee-in-lieu of tax payments for five (5) years;

(f) it appears that the Fee Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

Section 2. Approval of Fee Agreement.

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Fee Agreement is hereby authorized, ratified, and approved.

Section 3. 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 4. Cost-Benefit Findings.

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Fee Agreement include (i) investment in real and personal property of at least \$3,670,000, (ii) an average annual increase in property taxes (FILOT payments) of approximately \$3,872 after application of incentives, (iii) construction benefit of \$479,858, (iv) facility operation benefit of \$2,663,228, (v) employee benefit of \$39,392, and (vi) visitor benefit of \$0. The total benefit is estimated at \$3,182,478.

(b) The cost of providing the incentives arrangement is estimated at (i) development costs of \$0, (ii) operational costs of \$47,795, and (iii) employee costs of \$55,993. The total cost is estimated at \$103,788.

(c) The benefit to cost ratio in year one is estimated at \$28.34:1 and after year one at \$23.72:1.

(d) The value of the FILOT incentive to the Company is estimated at \$227,227 and the special source revenue credits at \$24,887.

(e) Over a five (5) year period a total of seventy three (73) new jobs will be created with an average hourly wage of \$16.00.

Section 5. Approval and Execution of Fee Agreement.

The form, terms, and provisions of the Fee Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the 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 Company. 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 6. 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 7. 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 8. 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 9. 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 10. Effective Date.

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 14th day of December, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 24, 2015	Passed 7-0
Second Reading:	November 23, 2015	Passed 7-0
Public Hearing:	December 14, 2015	Tentative
Third Reading:	December 14, 2015	Tentative

Exhibit A to Ordinance No. 2015-1366

**Fee Agreement
Lancaster County and LCI-Lineberger Construction, Inc.**

See attached.

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FEE AGREEMENT

between

LANCASTER COUNTY, SOUTH CAROLINA

and

LCI-LINEBERGER CONSTRUCTION, INC.

Dated as of December 14, 2015

RECAPITULATION OF CONTENTS OF FEE AGREEMENT

Pursuant to Section 12-44-55(B) of the Code of Laws of South Carolina 1976, as amended (the "Code"), the parties have agreed to waive the requirements of Section 12-44-55(A) of the Code. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Code.

1. Legal Name of Each Party to the Agreement -- Lancaster County, South Carolina and LCI-Lineberger Construction, Inc.
2. County and Street Address of the Project and Property to be Subject to the Agreement -- Lancaster County; 1212 Kershaw Camden Highway, Lancaster, South Carolina 29721 (Tax Map Nos. 0081-00-031.00, 0081-00-032.00, 0081-00-034.01, 0081N-0B-005.00, and 0081N-0B-006.00)
3. Minimum Investment Agreed Upon - \$3,670,000. See Section 1.1 for definition of Clawback Minimum Investment Requirement.
4. Length and Term of the Agreement -- Twenty (20) years for each phase of the Project placed in service during the Investment Period. See Section 1.1 for definition of Termination Date.
5. Assessment Ratio Applicable for Each Year of the Agreement -- Six percent (6%). See Section 4.1(a).
6. Millage Rate Applicable for Each Year of the Agreement -- 289.4 mills. See Section 4.1(a).
7. Is the project to be located in a multi-county park formed pursuant to Article VIII, Section 13 of the South Carolina Constitution and Sections 4-1-170, -172 and -175 of the Code? Yes, Lancaster-Chesterfield Master Multi-County Park Agreement dated as of December 9, 2013.
8. Is disposal of property subject to the fee allowed? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.
9. Will special source revenue bonds be issued or credits for infrastructure investment be allowed in connection with this project? Yes, credits, see Section 4.1(c).
10. Will payment amounts be modified using a net present value calculation? No.
11. Do replacement property provisions apply? Yes, see Sections 4.3, 4.4, 4.6, 4.7 and 4.8.

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of December 14, 2015 by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through the Lancaster County Council (the "County Council") as the governing body of the County, and LCI-LINEBERGER, INC., a corporation organized and existing under the laws of the State of South Carolina (the "Company").

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act") authorizes the County (i) to induce industries to locate in the State; (ii) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (iii) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) 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; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An ordinance that the County Council adopted on December 14, 2015 (Ordinance No. 2015-1366) (the "Fee Ordinance") authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes and special source revenue credits, all as further described herein.

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

ARTICLE I

DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property within the Investment Period.

“Clawback Minimum Investment Requirement” shall mean an investment in the Project of at least \$3,670,000 by the Company within the Investment Period.

“Clawback Minimum Jobs Requirement” shall mean the creation, not later than the end of the Investment Period, and maintenance, through the end of the Investment Period, by the Company of at least 73 new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than fourteen dollars and fifty cents (\$14.50), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company enter into this Fee Agreement.

“Company” shall mean LCI-Lineberger Construction, Inc., a South Carolina corporation, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

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

“County Council” shall mean the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (*i*) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (*ii*) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (*iii*) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under

the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements, to the extent that Section 12-44-70 of the Act and the MCP Act permits, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company pursuant to Section 12-44-70 of the Act, the MCP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2015 or thereafter. The Project shall not include existing buildings and improvements on the Real Property, as of the date of the commencement of the Project by the Company, and any machinery and equipment which have previously been subject to South Carolina *ad valorem* taxation, except as expressly permitted by Section 12-44-110 of the Act.

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consisting of the land identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, and any improvements located thereon.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 19th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 19th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 20 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company or a Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.1 Representations and Warranties of the County. The County represents and warrants that: (i) it is a body politic and corporate and a political subdivision of the State; (ii) it is authorized by the Act to enter into this Fee Agreement; (iii) it has approved this Fee Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (iv) it has authorized its officials to execute and deliver this Fee Agreement.

Section 2.2 Representations and Warranties of the Company. The Company represents and warrants that:

(a) The Company is duly authorized to transact business in the State of South Carolina, has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of expanding its construction headquarters, and for such other purposes that the Act permits as the Company may deem appropriate.

ARTICLE III

COMMENCEMENT AND COMPLETION OF THE PROJECT

Section 3.1 The Project. The Company intends to invest in Equipment, Improvements, and/or Real Property, which together comprise the Project and which are anticipated to create at least the Act Minimum Investment Requirement in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company's assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets on the applicable schedule in its annual PT-300 form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a multi-county park pursuant to the MCP Act, and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

ARTICLE IV

PAYMENTS IN LIEU OF TAXES

Section 4.1 **Negotiated Payments.**

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be collected and enforced as provided in Section 12-44-90 of the Act. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. Except as otherwise provided below, the fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments if approved by the County.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2015, which is 289.4 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

The Company and the County agree that the Company may, upon written notice to the County, elect to have any real property valued at fair market value as determined by appraisal as provided in Section 12-44-50(A)(1)(c)(i) of the Act. An election made pursuant to this paragraph applies prospectively and shall be evidenced by an amendment to this Fee Agreement executed by the Parties.

(b) In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses of the Company during the Investment Period shall qualify for a five-year, 15% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 15% of the FILOT revenues for the Project to offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT owed for the then current year.

(d) The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company. For purposes of determining the amount expended on Infrastructure, the County and Company agree that the County may rely on the gross costs of property reported by the Company on its most recently filed PT-300 series form (or comparable form of the Department) as equivalent to the cumulative dollar amount expended by the Company on Infrastructure and the amount invested in the Project and for determining whether the Company has met or exceeded the investment requirement in subsection 4.2(c). In addition, the County and the Company agree that the Infrastructure Credits shall first apply to real property and infrastructure other than real property, notwithstanding any presumption under state law to the contrary.

Section 4.2 Failure to Achieve Act Minimum Investment Requirement; Clawbacks; Cessation of Operations.

(a) If the cost of the Economic Development Property (without regard to depreciation) that the Company acquires does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. If terminated, the Company shall pay the County an amount (the "Additional Payment") pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require. The Company agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(b) Reserved.

(c) If the Company satisfies the Act Minimum Investment Requirement but does not satisfy either the Clawback Minimum Investment Requirement or the Clawback Minimum Jobs Requirement, or both, the Company shall be required to repay to the County a

portion of the Infrastructure Credits received and the repayment amount shall be calculated as follows:

Repayment Amount = Total Amount of Infrastructure Credits Received minus [dollar amount of Infrastructure Credits received times Clawback Achievement Percentage]

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$3,670,000) + (Maximum Number of Jobs Meeting Clawback Minimum Jobs Requirement / 73)] ÷ 2. *Provided, however,* that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Company satisfied the Act Minimum Investment Requirement during the Investment Period, created 85 jobs meeting the Clawback Minimum Jobs Requirement but only achieved a maximum investment of \$2,750,000, and if the Company had received \$50,000 in Infrastructure Credits, the Repayment Amount would be \$6,267, calculated as follows:

Clawback Achievement Percentage = (\$2,750,000 / \$3,670,000) + (85 / 75) ÷ 2 = (74.932% + 100%) ÷ 2 = 174.932 ÷ 2 = 87.466%

Repayment Amount = \$50,000 - (\$50,000 x 87.466%) = \$50,000 - \$43,733 = \$6,267.

(d) Notwithstanding any other provision of this Fee Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Infrastructure Credits ends, and this Fee Agreement is terminated, if the Company ceases operations. For purposes of this Section 4.2(d), "ceases operations" means closure of the facility. The provisions of Section 4.2(c) relating to clawback apply if this Fee Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if the Agreement is terminated pursuant to this section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(e) On or before May 31 of the year following the end of the Investment Period, the Company shall certify to the County Auditor that the Company has complied with the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement as of the end of the Investment Period. If the certification is not made or is received after May 31 of the applicable year, then the clawback provisions of this section shall be applied.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

- (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 Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development 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 annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and
- (ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that

said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to

repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Right of Access and Inspection; Confidential Information.

(a) 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 the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(b) 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 Fee Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.10 Assignment. The Company may assign this Fee Agreement in whole or in part without prior approval of the County, unless the prior written consent of the County or a subsequent written ratification by the County is required by the Act and in that event, such consent or ratification the County shall not be unreasonably withheld. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Project for

purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment. Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year on the same piece of property, nor shall the Company or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

Section 4.12 Administration 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. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (i) the preparation, review, approval and execution of this Fee Agreement, (ii) the preparation, review, approval and execution of other documents related to the Fee Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only in each case if such are incurred as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of the aforementioned documents.

(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 Payment in Lieu of Taxes and any special source revenue credits or infrastructure credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one hundred dollars (\$100.00).

ARTICLE V

DEFAULT

Section 5.1 Events of Default. The following shall be "Events of Default" under this Fee Agreement, and the term "Events of Default" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made; or

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company be liable to the County or otherwise for monetary damages resulting from the Company's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 5.4 No Waiver. No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited in Federal Express (or any other reputable national "next day" delivery service) or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, 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:

IF TO THE COMPANY:

LCI-Lineberger Construction, Inc.
Attn: Kim Lineberger
P.O. Box 1239
Lancaster, SC 29721

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: William R Johnson
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Lancaster County, South Carolina
Attn: County Administrator

101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

WITH A COPY TO:

Lancaster County, South Carolina
Attn: County Attorney
101 N. Main St. (29720)
P.O. Box 1809 (29721)
Lancaster, SC

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum

incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit provided in Section 4.1(c) above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 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, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. In the year following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement. The Company's obligation to make fee in lieu of tax payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other with respect to its subject matter, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is

domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. 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; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

(Signature Page Follows)

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

LCI-LINEBERGER CONSTRUCTION, INC.

Signature: _____

Name: _____

Title: _____

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

All that certain piece, parcel or tract of land, together with any and all improvements thereon, lying, being and situate approximately two (2) miles South of the City of Lancaster, Lancaster County, South Carolina, containing 5.8 acres, more or less, and being that certain 5.8 acres set out and described on Plat of Survey revised by F. E. Kerr on December 16, 1972 entitled, 'Plat Property of Donald Parker', and found recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, as Plat Number 3923, reference to which said Plat is craved for a more minute description as to the metes and bounds.

Tax Map No. 0081-00-034.01

All that piece, parcel or lot of land South of the City of Lancaster, State and County aforesaid, and known as the old land fill site and being described as follows: Beginning at an iron pipe 35 feet south of the centerline of Bear Creek and or the eastern edge of the Right of Way of Southern Railroad; thence N 44 11 E for 66.70 feet; thence N 29 30 for 83.22 feet; thence N 50 21 E for 70.20 feet; thence N 27 36 E for 67.91 feet to point in the center of Old Camden Highway and Bear Creek, thence S 24 02 E for 237.4 feet to a point in the centerline of said road; thence S 24 17 E for 672.06 feet to a point in the centerline of said road; thence S 23 36 E for 239.65 feet to a point in the centerline of said highway; thence S 87 37 W for 495.79 feet, more or less, to the eastern right of way of Southern Railroad, thence along the eastern edge of the Right of Way of Southern Railroad in a northerly direction to the point of beginning. See Plat Book 20 at Page 144.

Tax Map No. 0081-00-032.00

All that certain piece, parcel or lot of land, lying, being and situate on the South side of U.S. Highway No. 521 about one mile Southeast of the Town of Lancaster, in Lancaster County, South Carolina, fronting North on U.S. Highway No. 521 for a distance of 300' and running back South therefrom in a uniform width for a distance of 267 feet, designated as Tract 'A' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made by R. H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 16 at Page 230, reference to which plat is made for a more particular description.

All that piece, parcel or lot of land, lying, being and situate on the North side of the Old Camden Road about one mile Southeast of the Town of Lancaster in Lancaster County, South Carolina, fronting South on the Old Camden Road for a distance of 656.6 feet, containing 6.64 acres, designated as Tract 'B' on a Plat entitled 'Plat of Property of T. Y. Williams Estate' dated December 7, 1965, made by R.H. Iseley, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina in Plat Book 16 at Page 30, reference to which plat is made for a more particular description.

Tax Map Nos. 0081N-0B-005.00 and 0081N-0B-006.00

PARCEL 2:

All that certain piece, parcel or tract of land lying, being and situate approximately one mile southeast of the City of Lancaster in Lancaster County, South Carolina, southwest of U. S. Highway 521, containing 70.659 acres and being shown, described and designated as Tract A (1.300 acre), Tract B (11.955 acres) and Tract C (57.404 acres) on plat of survey entitled 'Plat of Property of James F. Lineberger' dated May 29, 2002, surveyed by J.C. Crumpler, RLS, and recorded as Plat No. 2002-305 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated herein.

Tax Map No. 0081-00-031.00

For derivation, see Deed of Beverly Wrenn, Personal Representative of the Estate of James Franklin Lineberger to Kim Lineberger dated September 16, 2014 and recorded September 18, 2014 in Deed Book 820 Page 226, in the Register of Deeds Office, Lancaster County, South Carolina.

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Agenda Item Summary

Ordinance # / Resolution# Ordinance No. 2015-1367

Contact Person / Sponsor: Michael Seezen, Esquire

Department: McNair Law Firm

Date Requested to be on Agenda: December 14, 2015

Committee: Administration Committee

Issue for Consideration: Authorizing Modifications to Walnut Creek Improvement District (f/k/a Edenmoor Improvement District) and related Assessment Roll

Points to Consider:

1. Changes from Second Reading: inclusion of Ordinance numbers, enactment dates and prior reading dates, referenced in Ordinance

Funding and Liability Factors: N/A

Council Options: Approve or Reject the Ordinance.

Recommendation: Approve Third Reading

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2015-1367
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE CERTAIN MODIFICATIONS TO THE EDENMOOR IMPROVEMENT DISTRICT AND THE EXISTING ASSESSMENT ROLL RELATED THERETO, INCLUDING CHANGING REFERENCES THEREIN TO THE WALNUT CREEK IMPROVEMENT DISTRICT, SUBDIVIDING SUCH IMPROVEMENT DISTRICT TO RELATE TO CERTAIN PARCELS OR AREAS THEREIN AND APPROVING REVISED ASSESSMENT ROLLS RELATING TO SUCH PARCELS OR AREAS; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) The County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006 (the "Improvement District Ordinance"), as corrected and confirmed by Resolution No. 527 adopted on May 22, 2006 (the "Resolution") established the Edenmoor Improvement District (the "Improvement District"), relating to an approximately 868-acre residential development known as "Edenmoor" (the "Development"), and approved the Assessment Roll A, including the Rate and Method of Apportionment of Assessment A attached as an appendix thereto (the "Original Assessment Roll A"), and the Assessment Roll B, including the Rate and Method of Apportionment of Assessment B attached as an appendix thereto (the "Original Assessment Roll B" and, together with the Original Assessment Roll A, the "Original Assessment Rolls");

(b) Pursuant to the Master Trust Indenture and the First Supplemental Trust Indenture, each dated as of June 1, 2006 (collectively, the "Original Indenture"), between the County and Wells Fargo Bank, N.A., as Trustee, the County has heretofore issued the \$24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of \$22,325,000 (the "Series 2006A Bonds"), and

the \$11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of \$2,280,000 (the "Series 2006B Bonds" and, together with the Series 2006A Bonds, the "Series 2006 Bonds");

(c) The County understands that Edenmoor Acquisition LLC, or one of its affiliated assignees (the "Sole Bondholder"), is presently the owner of 100% of the Series 2006 Bonds;

(d) The Series 2006 Bonds were issued in order to fund certain improvements within or associated with the Development, which Series 2006 Bonds are payable from and secured by non-*ad valorem* assessments imposed upon the parcels therein (the "Assessments");

(e) The Assessments presently consist of an Assessment A securing the Series 2006A Bonds, and an Assessment B securing the Series 2006B Bonds, each as further described in the Original Assessment Rolls for the District (the "Assessment Documents");

(f) After the original developer of the Development ceased development in 2009 and, thereafter, defaulted in its payment of Assessments imposed upon certain parcels within the Development, Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC (collectively, the "Purchaser") purchased such parcels;

(g) The Purchaser has continued work to complete the Development and approximately 634 parcels within the Development are owned by residential property owners or third-party builders or developers other than the Purchaser;

(h) The Purchaser and the Sole Bondholder desire to make certain changes to the Assessment Documents in connection with the proposed refunding of all or a portion of the Series 2006A Bonds, namely (I) changing all references therein from "Edenmoor" or "Edenmoor Improvement District" to "Walnut Creek" or "Walnut Creek Improvement District", as applicable; (II) subdividing the Improvement District so it relates to specific parcels within the Development (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area"), as further defined herein); (III) modifying and updating the Assessment A applicable to each such Bond Area and, correspondingly, specific sub-series of Series A Bonds (as defined in the Original Assessment Roll A) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds;

(i) There have been filed with the Clerk to Council a list of the parcels within Bond Area 1, Bond Area 2 and Bond Area 3, including a representative map of the Improvement District showing each such Bond Area, attached as Appendix A hereto, and draft, revised versions of the Original Assessment Roll A, namely:

(1) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 1"), an Assessment Roll A for Bond Area 1 ("Assessment Roll A-1", included in Exhibit 1 attached hereto); and

(2) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 2"), an Assessment Roll A for Bond Area 2 ("Assessment Roll A-2", included in Exhibit 2 attached hereto); and

(3) with respect to the parcels within the Development referenced in Appendix A attached hereto ("Bond Area 3"), an Assessment Roll A for Bond Area 3 ("Assessment Roll A-3", included in Exhibit 3 attached hereto);

Section 2. Additional Findings.

The County Council finds it proper and necessary (A) to modify the Assessment Documents or any ordinances, resolutions, agreements, plans or other documents referenced in or contemplated thereby, including the Original Indenture, the Series 2006 Bonds or any Additional Bonds, such that any and all references therein to "Edenmoor" or "Edenmoor Improvement District" will be changed to "Walnut Creek" or "Walnut Creek Improvement District", as applicable, (B) subject to Section 4 herein, to subdivide the Improvement District so it relates to specific parcels within the Development (e.g., Bond Area 1, Bond Area 2 and Bond Area 3) and, correspondingly, specific sub-series of the Series A Bonds (as defined in the Original Assessment Roll A) which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds, and (C) subject to Section 4 herein, to amend and replace the Original Assessment Roll A, by the approval of the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3 (collectively, the "Revised A Assessment Rolls") and the respective Assessment A reflected in each of the Revised A Assessment Rolls.

Section 3. Amendment of Original Assessment Roll A and Approval of Subdivision of Improvement District and Revised Assessment Rolls.

(A) The Original Assessment Roll A is hereby amended and replaced by the Assessment Roll A-1 attached hereto as Exhibit 1, the Assessment Roll A-2 attached hereto as Exhibit 2 and the Assessment Roll A-3 attached hereto as Exhibit 3, which Revised A Assessment Rolls are hereby approved and confirmed as the assessment roll within the meaning of the Act reflecting the names of the persons within Bond Area 1, Bond Area 2 and Bond Area 3, as applicable, whose properties are to be assessed for Assessment A (as further described in the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3, as applicable) and the amounts to be assessed against their respective properties with a brief description of the lots or parcels of land assessed, subject to Section 4 herein.

(B) The subdivision of the Improvement District so it relates to Bond Area 1, Bond Area 2 and Bond Area 3 and, correspondingly, specific sub-series of the Series A Bonds which are presently outstanding and/or may be hereafter issued to refund such outstanding bonds, as contemplated by the Revised A Assessment Rolls, is hereby approved, subject to Section 4 herein.

Section 4. Approvals Contingent on Issuance of Series 2015A-1 Bonds; Authority to Update Revised A Assessment Rolls.

(A) The County Council acknowledges that (I) the amendment and replacement of the Original Assessment Roll A through the Revised A Assessment Rolls and the subdivision of the Improvement District, all as approved in Section 3 above, have been undertaken in connection with the proposed refunding of all or a portion of the Series 2006A Bonds, including the proposed issuance of not exceeding \$12,000,000 principal amount Lancaster County, South Carolina, Walnut Creek Improvement District Refunding Revenue Bonds, Series 2015A-1 (the "Series 2015A-1 Bonds"), which Series 2015A-1 Bonds will be secured by and payable from the Assessment A imposed in Bond Area 1 and the proceeds of which will be used to refinance a portion of the Series 2006A Bonds (the "Refunded 2006A Bonds"), as authorized by ordinance enacted by the County Council (the "Bond Ordinance"); (II) simultaneously with the issuance of the Series 2015A-1 Bonds and the defeasance of the Refunded 2006A Bonds, the County intends to exchange all of the remaining outstanding Series 2006A Bonds for other bonds secured by and

payable from the Assessment A imposed in Bond Area 2 (the "Series 2006A-2 Bonds") and other bonds secured by and payable from the Assessment A imposed in Bond Area 3 (the "Series 2006A-3 Bonds"), all as authorized by the Bond Ordinance; and (III) certain of the information included in the Revised A Assessment Rolls (including but not limited to the estimated debt service of the Series A Bonds and any information derived therefrom or based thereon) has been estimated based on anticipated market conditions.

(B) Accordingly, the approvals in this ordinance shall be contingent upon the issuance of the Series 2015A-1 Bonds for the purposes described herein, and the amendment and replacement of the Original Assessment Roll A through the approval of the Revised A Assessment Rolls and the subdivision of the Improvement District shall be and only become effective upon and after the issuance of the Series 2015A-1 Bonds as otherwise approved by the County Council. In the event the Series 2015A-1 Bonds are not issued, the Revised A Assessment Rolls shall be disregarded and reliance upon the Original Assessment Rolls (as annually updated in accordance with their terms and the County's current practice) shall be continued. As provided in the Revised A Assessment Rolls, the Assessment Roll A-1, Assessment Roll A-2 and Assessment Roll A-3 may be adjusted and updated from time to time, including as based on the actual results of the issuance of the Series 2015A-1 Bonds or other bonds issued to refund outstanding Series A Bonds contemplated thereby.

(C) Contemporaneous with or promptly following the issuance of the Series 2015A-1 Bonds as described above, the Revised A Assessment Rolls shall be filed in the Office of the Clerk of Court of the County, and from the time of filing the assessments impressed in the Assessment Roll constitute and are liens on the real property against which they are assessed superior to all other liens and encumbrances, except the lien for property taxes, and must be annually assessed and are collected with the property taxes on it. The Revised A Assessment Rolls may also be filed in such other public records as the County Administrator may determine.

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 purposes of this ordinance.

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, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 24, 2015	Tentative
Second Reading:	September 28, 2015	Tentative
Public Hearing:	September 28, 2015	
Third Reading:	December 14, 2015	Tentative

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APPENDIX A

LIST OF PARCELS WITHIN BOND AREAS OF IMPROVEMENT DISTRICT AND MAP OF IMPROVEMENT DISTRICT

The following tables show the list of parcels, including the current owner as of _____, 2015, to be located within Bond Area 1, Bond Area 2 and Bond Area 3 of the Improvement District:

Bond Area 1

Tax Parcel Number or Lot Number	Owner		Street #	Street Name
	Last Name	First Name		
0014M-0A-001.00	Mendenhall	Leslie E	85038	Newloch Court
0014M-0A-002.00	Peresta	Robert Andrew	86661	Arrington Rd
0014M-0A-003.00	Harper	Michael Edwin	86655	Arrington Rd
0014M-0A-004.00	Shao	He Guang	86649	Arrington Rd
0014M-0A-005.00	Morris	Larry Robert	86643	Arrington Rd
0014M-0A-006.00	The Ryland Group Inc		86635	Arrington Rd
0014M-0A-007.00	The Ryland Group Inc		86629	Arrington Rd
0014M-0A-008.00	Jones	Robert M	85008	Newloch Ct
0014M-0A-009.00	Cronin	Stephan C	85014	Newloch Ct
0014M-0A-010.00	Ebner	George Jr	85020	Newloch Ct
0014M-0A-011.00	Matters	David	85026	Newloch Ct
0014M-0A-012.00	Davis	Sharon	85032	Newloch Ct
0014M-0B-001.00	Ryland Group Inc		79345	Ridgehaven Rd
0014M-0B-002.00	Hill	Richard Curtis	79351	Ridgehaven Rd
0014M-0B-003.00	Brown	Jawan D	79357	Ridgehaven Rd
0014M-0B-004.00	Christiana Trust		79363	Ridgehaven Rd
0014M-0B-005.00	Crouse	Lindsay Byrnes	79369	Ridgehaven Rd
0014M-0B-006.00	Schwartz	Hannah	79375	Ridgehaven Rd

0014M-0B-007.00	The Ryland Group Inc		79381	Ridgehaven Rd
0014M-0B-008.00	Tinholt	Shaun M	79387	Ridgehaven Rd
0014M-0B-009.00	The Ryland Group Inc		79393	Ridgehaven Rd
0014M-0B-010.00	Drota	Shady G	79399	Ridgehaven Rd
0014M-0B-011.00	Geoffrion	Michael	79405	Ridgehaven Rd
0014M-0B-012.00	The Ryland Group Inc		79411	Ridgehaven Rd
0014M-0B-013.00	Smith	Ashley Blair	79417	Ridgehaven Rd
0014M-0B-014.00	The Ryland Group Inc		79423	Ridgehaven Rd
0014M-0B-015.00	The Ryland Group Inc		79433	Ridgehaven Rd
0014M-0B-016.00	The Ryland Group Inc		79439	Ridgehaven Rd
0014M-0B-017.00	Tidikis	John Peter	79445	Ridgehaven Rd
0014M-0B-018.00	Gribbon	Sean Patrick	79451	Ridgehaven Rd
0014M-0B-019.00	Walsh	Justin M	79457	Ridgehaven Rd
0014M-0B-020.00	Beilke	Stacy E	79463	Ridgehaven Rd
0014M-0B-021.00	Meszaros	Alexander N	79469	Ridgehaven Rd
0014M-0B-022.00	Buther	Eric Angel	79475	Ridgehaven Rd
0014M-0B-023.00	Byrd	Stiles C	79481	Ridgehaven Rd
0014M-0C-001.00	Baker	Merrill	86658	Arrington Rd
0014M-0C-002.00	Jaeger	Paul Joseph	79358	Ridgehaven Rd
0014M-0C-003.00	The Ryland Group Inc		79362	Ridgehaven Rd
0014M-0C-004.00	Divico	Diana Mary	79366	Ridgehaven Rd
0014M-0C-005.00	The Ryland Group Inc		79370	Ridgehaven Rd
0014M-0C-006.00	The Ryland Group Inc		79374	Ridgehaven Rd
0014M-0C-007.00	The Ryland Group Inc		79378	Ridgehaven Rd
0014M-0C-008.00	Caldwell	Brittany J	79382	Ridgehaven Rd
0014M-0C-009.00	Primavera	Paul W	79386	Ridgehaven Rd
0014M-0C-010.00	The Ryland Group Inc		79390	Ridgehaven Rd
0014M-0C-011.00	The Ryland Group Inc		79394	Ridgehaven Rd

0014M-0C-012.00	Jordan Timothy William & Michelle C				
0014M-0C-013.00	Stockton		Michael W	79398	Ridgehaven Rd
0014M-0C-014.00	Young		Victor	86506	Arrington Rd
0014M-0C-015.00	Randolph		Tanya Y	86512	Arrington Rd
0014M-0C-016.00	The Ryland Group Inc			86518	Arrington Rd
0014M-0C-017.00	The Ryland Group Inc			86524	Arrington Rd
0014M-0C-018.00	The Ryland Group Inc			87414	Edsen Ct
0014M-0C-019.00	The Ryland Group Inc			87420	Edsen Ct
0014M-0C-020.00	The Ryland Group Inc			87426	Edsen Ct
0014M-0C-021.00	The Ryland Group Inc			87432	Edsen Ct
0014M-0C-022.00	Lee			87438	Edsen Ct
0014M-0C-023.00	Hall		Douglas Kirbey	87444	Edsen Ct
0014M-0C-024.00	Morgan		James M	87450	Edsen Ct
0014M-0C-025.00	The Ryland Group Inc		Lori Layton	87456	Edsen Ct
0014M-0C-026.00	Austin			87462	Edsen Ct
0014M-0C-027.00	Baudo		Debra L	87468	Edsen Ct
0014M-0C-028.00	The Ryland Group Inc		Anthony	86640	Arrington Rd
0014M-0C-029.00	Ellaby			86646	Arrington Rd
0014M-0D-001.00	Crawford		Jonathan	86652	Arrington Rd
0014M-0D-002.00	Allison		George	86632	Arrington Rd
0014M-0D-003.00	Schumacher		Tracy Scott	87465	Edsen Ct
0014M-0D-004.00	Megarvey		Ronald E, Trustee	87459	Edsen Ct
0014M-0D-005.00	Featherstone		Dennis G	87453	Edsen Ct
0014M-0D-006.00	Ravens		Arthur Kent	87447	Edsen Ct
0014M-0D-007.00	Hatch		Donald	87441	Edsen Ct
0014M-0D-008.00	Sinclair		Paul F	87435	Edsen Ct
0014M-0D-009.00	Nieves		Barbara	87423	Edsen Ct
0014M-0D-010.00	Winchester		Michael Angel	87417	Edsen Ct
			Colin Brooks	86536	Arrington Rd

0014M-0D-011.00	Cannon	Sandra Y	86542	Arrington Rd
0014M-0D-012.00	St Hilaire	Rene	86548	Arrington Rd
0014M-0D-013.00	Franchi	Justin A	86560	Arrington Rd
0014M-0D-014.00	Didovets	Vladimir	86566	Arrington Rd
0014M-0D-015.00	Poulimas	Christos	86572	Arrington Rd
0014M-0D-016.00	De Pietro	Walter	86578	Arrington Rd
0014M-0D-017.00	Holshouser	Jeffrey R	86584	Arrington Rd
0014M-0D-018.00	Chitwood	Jerry D	86590	Arrington Rd
0014M-0D-019.00	Holmes	Ernest P	86596	Arrington Rd
0014M-0D-020.00	Tanner	Tod M	86602	Arrington Rd
0014M-0D-021.00	Rosa	Thomas F	86614	Arrington Rd
0014M-0D-022.00	Tacy	Robert J, Trustee	86620	Arrington Rd
0014M-0D-023.00	Venn Joanna G		86626	Arrington Rd
0014N-0A-001.00	The Ryland Group Inc		79215	Ridgehaven Rd
0014N-0A-002.00	Birchfield	Suzanna	79221	Ridgehaven Rd
0014N-0A-003.00	Moseff	Michael	79227	Ridgehaven Rd
0014N-0A-004.00	The Ryland Group Inc		79235	Ridgehaven Rd
0014N-0A-005.00	Cook	Benjamin A	79241	Ridgehaven Rd
0014N-0A-006.00	Poulimas	Nicholas Etal	79247	Ridgehaven Rd
0014N-0A-007.00	Green	Christopher Dale	79255	Ridgehaven Rd
0014N-0A-008.00	Memurray	Bennie, Trustee	79261	Ridgehaven Rd
0014N-0A-009.00	Bartell	Rodney W	79267	Ridgehaven Rd
0014N-0A-010.00	Baker	Bernard Curtis	79273	Ridgehaven Rd
0014N-0A-011.00	Tachine	Kevin	79279	Ridgehaven Rd
0014N-0A-012.00	Smith	Brandon P	79285	Ridgehaven Rd
0014N-0A-013.00	Riney	Jennifer C	79291	Ridgehaven Rd
0014N-0A-014.00	Stone	Julie	79297	Ridgehaven Rd
0014N-0A-015.00	Eckenrod	Dustin	79303	Ridgehaven Rd

0014N-0A-016.00	Hackett	Kevin John	79309	Ridgehaven Rd
0014N-0A-017.00	Lasher	Mathew	79315	Ridgehaven Rd
0014N-0A-018.00	Howell	Rebecca L	79321	Ridgehaven Rd
0014N-0A-019.00	Bracy	Essie Jean Aka	79327	Ridgehaven Rd
0014N-0A-020.00	Phillips	Jeffrey John	79333	Ridgehaven Rd
0014N-0A-021.00	Juan	Lisa M	79339	Ridgehaven Rd
0014N-0B-001.00	Lindley	Joseph R	79240	Ridgehaven Rd
0014N-0B-002.00	Schuh	Jessica	79258	Ridgehaven Rd
0014N-0B-003.00	Mezaros	Daniel William	79264	Ridgehaven Rd
0014N-0B-004.00	Portilla	Gerardo Maral	79270	Ridgehaven Rd
0014N-0B-005.00	Patel	Nikhil	79276	Ridgehaven Rd
0014N-0B-006.00	Smith	Terra Renee	83155	Cortland Dr
0014N-0B-007.00	Hartsell	Timothy W	83149	Cortland Dr
0014N-0B-008.00	Cline	Joshua	83143	Cortland Dr
0014N-0B-009.00	Adam	William	83137	Cortland Dr
0014N-0B-010.00	Meimaridis	Demetrios G	83131	Cortland Dr
0014N-0C-001.00	Despins	Sarah A	84330	Masterson Ct
0014N-0C-002.00	Anderson	James V	85035	Newloch Ct
0014N-0C-003.00	Visoskis	John A	85029	Newloch Ct
0014N-0C-004.00	Bush	David L	85023	Newloch Ct
0014N-0C-005.00	Roberts	Christopher Michael	85017	Newloch Court
0014N-0C-006.00	Libonati	Steven James	85011	Newloch Court
0014N-0C-007.00	Voltz	Martin W	84306	Masterson Ct
0014N-0C-008.00	Summers	Brett Allen	84312	Masterson Ct
0014N-0C-009.00	Byrd	Tisha N	84318	Masterson Ct
0014N-0C-010.00	Jorsch	Melissa	84324	Masterson Ct
0014N-0D-001.00	The Ryland Group Inc		83166	Cortland Dr
0014N-0D-002.00	The Ryland Group Inc		83172	Cortland Dr

0014N-0D-003.00	The Ryland Group Inc		83178	Cortland Dr
0014N-0D-004.00	Meads	Keith M	83184	Cortland Dr
0014N-0D-005.00	Cremonni	Matthew	83190	Cortland Dr
0014N-0D-006.00	Edwards	Kaltmann Pavliska	83196	Cortland Dr
0014N-0D-007.00	Patterson	Ryan M	83202	Cortland Dr
0014N-0D-008.00	Handwerker	John Paul	83208	Cortland Dr
0014N-0D-009.00	Bianco	Henry	86617	Arrington Rd
0014N-0D-010.00	Macdougall	Gregory W	86611	Arrington Rd
0014N-0D-011.00	Febles	Eric I	86605	Arrington Rd
0014N-0D-012.00	Mast	Phil Hale Jr	86599	Arrington Rd
0014N-0D-013.00	Redfern	Richard W	86593	Arrington Rd
0014N-0D-014.00	Del Bosco	Terrance D	86587	Arrington Rd
0014N-0D-015.00	Rosenberg	Tyler J	86581	Arrington Rd
0014N-0D-016.00	Lindsay	David	86569	Arrington Rd
0014N-0D-017.00	Landon	Michelle D	86563	Arrington Rd
0014N-0D-018.00	Bel Air Acquisition Sub LLC		86557	Arrington Rd
0014N-0E-001.00	Lennar Carolinas LLC		4998	Carrington Dr
0014N-0E-002.00	Lesko	Keith	4992	Carrington Dr
0014N-0E-003.00	Elliott	Andrew Bret	4984	Carrington Dr
0014N-0E-004.00	Kurien	Chacko Biji	4976	Carrington Dr
0014N-0E-005.00	Cavanaugh	Ryan W	4968	Carrington Dr
0014N-0E-006.00	Edenmoor Land Acquisition LLC		4824	Carrington Dr
0014N-0E-007.00	Edenmoor Land Acquisition LLC		4816	Carrington Dr
0014N-0E-008.00	Postles	Beatrice D	4808	Carrington Dr
0014N-0E-009.00	Ingram	Brandon	4800	Carrington Dr
0014N-0E-010.00	Laracuenta	Ramon C	4724	Carrington Dr
0014N-0E-011.00	Pimnock	Sandra	4716	Carrington Dr
0014N-0E-012.00	Kraft	Brian Marshall	4708	Carrington Dr

0014N-0E-013.00	Kornblatt	Ryan Michael	4700	Carrington Dr
0014N-0E-014.00	O'Sullivan	Michael	4672	Carrington Dr
0014N-0E-015.00	Aurora	Sergio	4664	Carrington Dr
0014N-0E-016.00	Boone	Sheri L	4656	Carrington Dr
0014N-0E-017.00	Edenmoor Land Acquisition LLC		4650	Carrington Dr
0014N-0E-018.00	Kissiah	Lyndsey H	4642	Carrington Dr
0014N-0E-019.00	Pifer	Eric	4636	Carrington Dr
0014N-0E-020.00	Erickson	Ronald G Trustee	4628	Carrington Dr
0014N-0E-021.00	D R Horton Inc		4624	Carrington Dr
0014N-0E-022.00	D R Horton Inc		4618	Carrington Dr
0014N-0E-023.00	Kornblatt	Joel	4608	Carrington Dr
0014N-0E-024.00	D R Horton Inc		4600	Carrington Dr
0014N-0E-025.00	D R Horton Inc		4534	Carrington Dr
0014N-0E-026.00	Dudley	Brian W	4528	Carrington Dr
0014N-0E-027.00	Moore	Daniel J	4520	Carrington Dr
0014N-0E-028.00	Hicks	Eric W	4514	Carrington Dr
0014N-0E-029.00	Parker	Andrew J	4508	Carrington Dr
0014N-0E-030.00	Higham	Joseph A	4500	Carrington Dr
0014N-0F-001.00	Gaudio	Peter A Jr	79184	Ridgehaven Rd
0014N-0F-002.00	Edwards	Shannon Lea	1800	Kerwick Ct
0014N-0F-003.00	Mccallum	David D	1806	Kerwick Ct
0014N-0F-004.00	Zampano	Steven R	1810	Kerwick Ct
0014N-0F-005.00	Sidorin	Genady	1814	Kerwick Ct
0014N-0F-006.00	English	Christopher	1822	Kerwick Ct
0014N-0F-007.00	Rarden	William Stanley	1830	Kerwick Ct
0014N-0F-008.00	Blackburn	Molly L	79132	Ridgehaven Rd
0014N-0F-009.00	Lennar Carolinas LLC		79156	Ridgehaven Rd
0014N-0F-010.00	Shivji	Altaf V	79172	Ridgehaven Rd

0014N-0F-011.00	D R Horton Inc	79176	Ridgehaven Rd
0014N-0F-012.00	D R Horton Inc	79176	Ridgehaven Rd
0014N-0G-001.00	Garibaldi	1803	Kerwick Ct
0014N-0G-002.00	Perry	2200	Maclean Ct
0014N-0G-003.00	Fairfax	2206	Maclean Ct
0014N-0G-004.00	White	2214	Maclean Ct
0014N-0G-005.00	Witkowski	2222	Maclean Ct
0014N-0G-006.00	Claudio	2230	Maclean Ct
0014N-0G-007.00	Mitchell	1833	Kerwick Ct
0014N-0G-008.00	Aguilar	1825	Kerwick Ct
0014N-0G-009.00	Long	1817	Kerwick Ct
0014N-0G-010.00	Hunt	1809	Kerwick Ct
0014N-0H-001.00	Foreman	2201	Maclean Ct
0014N-0H-002.00	Jones	1000	Beckstead Ct
0014N-0H-003.00	Lange	1008	Beckstead Ct
0014N-0H-004.00	Morgan	1016	Beckstead Ct
0014N-0H-005.00	Allison	1024	Beckstead Ct
0014N-0H-006.00	Crotty	1030	Beckstead Ct
0014N-0H-007.00	Uhl	2231	Maclean Ct
0014N-0H-008.00	Fosu	2223	Maclean Ct
0014N-0H-009.00	Loyez	2215	Maclean Ct
0014N-0H-010.00	Blackmon	2207	Maclean Ct
0014N-0I-001.00	Dillard	4669	Carrington Dr
0014N-0I-002.00	Pryor	4665	Carrington Dr
0014N-0I-003.00	Pahountis	4661	Carrington Dr
0014N-0I-004.00	Streicher	4657	Carrington Dr
0014N-0I-005.00	Huisenga	4629	Carrington Dr
0014N-0I-006.00	Devirgiliis	79026	Ridgehaven Rd
	Brad A		
	Lawrence C Iv		
	Stephan		
	Douglas A		
	Brian M		
	Michael C		
	William Paul		
	Ricardo O		
	William		
	William W		
	Jerry L		
	Jana Kelly		
	Randall W		
	Mark William		
	Mark J		
	Paul S, Trustee		
	Scott William		
	John		
	Maria Rosaria		
	Albert J		
	Demarcus		
	Joseph E Sr		
	Nick		
	Michael Vincent		
	Charles A		
	Nichole		

0014N-0J-007.00	Tiseo	John	79032	Ridgehaven Rd
0014N-0J-008.00	Logan	Michael A	79038	Ridgehaven Rd
0014N-0J-009.00	Guida	Phyllis A	79044	Ridgehaven Rd
0014N-0J-010.00	Carson	John R	79050	Ridgehaven Rd
0014N-0J-001.00	Jones	Don T	79205	Ridgehaven Rd
0014N-0J-002.00	Holliday	Rebecca J	79199	Ridgehaven Rd
0014N-0J-003.00	Edenmoor Land Acquisition LLC		79187	Ridgehaven Rd
0014N-0J-004.00	Edenmoor Land Acquisition LLC		79181	Ridgehaven Rd
0014N-0J-005.00	Lennar Carolinas LLC		79175	Ridgehaven Rd
0014N-0J-006.00	Lennar Carolinas LLC		79169	Ridgehaven Rd
0014N-0J-007.00	Lennar Carolinas LLC		79163	Ridgehaven Rd
0014N-0J-008.00	Lennar Carolinas LLC		79157	Ridgehaven Rd
0014N-0J-009.00	Metz	Jacob W	79151	Ridgehaven Rd
0014N-0J-010.00	Lin	Yifang Sandy	79145	Ridgehaven Rd
0014N-0J-011.00	Nicholson	Robert	79139	Ridgehaven Rd
0014N-0J-012.00	Voorhees	Robert J Iii	79133	Ridgehaven Rd
0014N-0J-013.00	Nelson	Brett Tyler	79127	Ridgehaven Rd
0014N-0J-014.00	Arcudi	Joseph Jay	79121	Ridgehaven Rd
0014N-0J-015.00	Galbraith	Brandon Lloyd	79115	Ridgehaven Rd
0014N-0J-016.00	King	Monty W	79109	Ridgehaven Rd
0014N-0J-017.00	Mcphee	Joseph M	79103	Ridgehaven Rd
0014N-0J-018.00	Cheesman	Scott	79097	Ridgehaven Rd
0014N-0J-019.00	Mescher	Brian T	79091	Ridgehaven Rd
0014N-0J-020.00	Carberry	Kevin T	79085	Ridgehaven Rd
0014N-0J-021.00	Lazarski	Darin	79079	Ridgehaven Rd
0014N-0J-022.00	Ripplinger	Kerry A	79073	Ridgehaven Rd
0014N-0J-023.00	Beels	David P	79067	Ridgehaven Rd
0014N-0J-024.00	Thompson	Erik M	79061	Ridgehaven Rd

0014N-0J-025.00	Johnson	Marcia L	79055	Ridgehaven Rd
0014N-0J-026.00	Palmer	Jerry Lewis	79049	Ridgehaven Rd
0014N-0J-027.00	Hatchett	Patrice R	79043	Ridgehaven Rd
0014N-0J-028.00	Baksh	Jeremy R	79037	Ridgehaven Rd
0014N-0J-029.00	Blettenberg	Brad J	79031	Ridgehaven Rd
0014N-0J-030.00	Eposito	Adam	79025	Ridgehaven Rd
0014N-0J-031.00	Desharnais	Luc	79019	Ridgehaven Rd
0014N-0J-032.00	Monken	Bonnie J	79013	Ridgehaven Rd
0014N-0J-033.00	Mcdermott	Cheryl	79007	Ridgehaven Rd
0015C-0A-001.00	D R Horton Inc		78000	Rillstone Dr
0015C-0A-002.00	Stork	Allan	78004	Rillstone Dr
0015C-0A-003.00	Burns	Thomas Arthur	78008	Rillstone Dr
0015C-0A-004.00	Volek	Ronald	78012	Rillstone Dr
0015C-0A-005.00	Rella	Louis Matthew	78014	Rillstone Dr
0015C-0A-006.00	Torstenson	Austin Scott	78016	Rillstone Dr
0015C-0A-007.00	Jaquin	Tracey E	78022	Rillstone Dr
0015C-0A-008.00	Hatfield	Laura A	78026	Rillstone Dr
0015C-0A-008.01	Gaerlan	Geronimo S Jr	78030	Rillstone Dr
0015C-0A-009.00	Olsen	Tom	78042	Rillstone Dr
0015C-0A-010.00	Herring	Christopher A	78046	Rillstone Dr
0015C-0A-011.00	Burgess	Mark S	78050	Rillstone Dr
0015C-0A-012.00	Reynolds	Kimberly A	78054	Rillstone Dr
0015C-0A-013.00	Bolen	Parker R	78058	Rillstone Dr
0015C-0A-014.00	Alexander	Denise	78062	Rillstone Dr
0015C-0A-015.00	Sherrill	Karen E	78066	Rillstone Dr
0015C-0A-016.00	Walter	Julia R	78070	Rillstone Dr
0015C-0A-017.00	Castellano	Maria E	78074	Rillstone Dr
0015C-0A-018.00	Robba	Scott Terrance	78078	Rillstone Dr

0015C-0A-019.00	Sikula	Stacy L	78082	Rillstone Dr
0015C-0A-020.00	Sinmez	Gokhan	78086	Rillstone Dr
0015C-0A-021.00	Williams	Maria C	78090	Rillstone Dr
0015C-0A-022.00	Bozarth	Jean Marie	78094	Rillstone Dr
0015C-0A-023.00	Belich	James	78098	Rillstone Dr
0015C-0A-024.00	Reynolds	Patricia Ann	78102	Rillstone Dr
0015C-0A-025.00	Sudz	Ashley Michelle	78106	Rillstone Dr
0015C-0A-026.00	Hollmers	Andreas	78110	Rillstone Dr
0015C-0A-027.00	Rouse	Michelle H	78114	Rillstone Dr
0015C-0A-028.00	Coffman	Cory Wayne	78118	Rillstone Dr
0015C-0A-029.00	Moore	Matthew G	78122	Rillstone Dr
0015C-0A-030.00	Pawlowski	Matthew D	78126	Rillstone Dr
0015C-0A-031.00	Carolini	Natale	78130	Rillstone Dr
0015C-0A-032.00	Hitchell	Mildred A	78134	Rillstone Dr
0015C-0A-033.00	Baker	Gina A	78138	Rillstone Dr
0015C-0A-034.00	Retz-Schrum	Andrea M	78142	Rillstone Dr
0015C-0A-035.00	Kochersperger	Ann-Lisa	78146	Rillstone Dr
0015C-0A-036.00	Baez	Roberto E	78150	Rillstone Dr
0015C-0A-037.00	Lamb	Susan	78154	Rillstone Dr
0015C-0A-038.00	Nelson	David	78158	Rillstone Dr
0015C-0A-039.00	Walling	Ashley	78162	Rillstone Dr
0015C-0A-040.00	Blocher	James Vincent	78166	Rillstone Dr
0015C-0A-041.00	Veit	Leslie A	78170	Rillstone Dr
0015C-0A-042.00	Wooten	Jeffrey Brian	78174	Rillstone Dr
0015C-0A-043.00	Abbadessa	Richard J	78178	Rillstone Dr
0015C-0A-044.00	Burt	Patricia	78182	Rillstone Dr
0015C-0A-045.00	Schneck	Kimberley A	78186	Rillstone Dr
0015C-0A-046.00	Gosnell	Lisa	78190	Rillstone Dr

0015C-0A-047.00	Alabbas	Emad S	78194	Rillstone Dr
0015C-0A-048.00	Grove	Stephanie	78198	Rillstone Dr
0015C-0A-049.00	Hodge	Jennifer R	78202	Rillstone Dr
0015C-0A-050.00	Sullivan	Brian	78075	Rillstone Dr
0015C-0A-051.00	Filliben	Jason Allen	78071	Rillstone Dr
0015C-0A-052.00	Botello	Juvenal	78067	Rillstone Dr
0015C-0A-053.00	Williams	David M	78063	Rillstone Dr
0015C-0A-054.00	Wolff	Geoffrey	78059	Rillstone Dr
0015C-0A-055.00	Rushing	Debra	78055	Rillstone Dr
0015C-0A-056.00	Bove	Sabina	78051	Rillstone Dr
0015C-0A-057.00	Montano	David J	78047	Rillstone Dr
0015C-0A-058.00	Elias	Duane	78043	Rillstone Dr
0015C-0B-001.00	Zegarelli	Carol J	78207	Rillstone Dr
0015C-0B-002.00	Holder	Erica K	78203	Rillstone Dr
0015C-0B-003.00	Hamrick	Jeffrey W	78199	Rillstone Dr
0015C-0B-004.00	Van Buskirk	Patrick J	78195	Rillstone Dr
0015C-0B-005.00	Morski	Eric	78191	Rillstone Dr
0015C-0B-006.00	Shenberger	Barbara Lynne	78187	Rillstone Dr
0015C-0B-007.00	Thomas	Keith	78173	Rillstone Dr
0015C-0B-008.00	Gantt	James Alexander	78147	Rillstone Dr
0015C-0B-009.00	Harfmann	Kaitlyn M	78135	Rillstone Dr
0015C-0B-010.00	Giuliano	William Anthony	78131	Rillstone Dr
0015C-0B-011.00	Killian	Travis O	78127	Rillstone Dr
0015C-0B-012.00	Ledbetter	Michael L	78123	Rillstone Dr
0015C-0B-013.00	Mobley	Corey T	78119	Rillstone Dr
0015C-0B-014.00	Matlock	Christopher J	78095	Rillstone Dr
0015C-0C-001.00	Davis	Ann	78001	Rillstone Dr
0015C-0C-002.00	Conner	Joanna M	78005	Rillstone Dr

0015C-0C-003.00	Gomes	Ava Delight	78013	Rillstone Dr
0015C-0C-004.00	Gundersen	Richard H	78021	Rillstone Dr
0015C-0C-005.00	Dodd	William B	78025	Rillstone Dr
0015C-0C-006.00	Fugazzi	Maureen	78029	Rillstone Dr
0015C-0C-007.00	D R Horton Inc		76992	Gauley Dr
0015C-0C-008.00	D R Horton Inc		76986	Gauley Dr
0015C-0C-009.00	McKee	Harry David Jr	76982	Gauley Dr
0015C-0C-010.00	Remien	William A	76978	Gauley Dr
0015C-0C-011.00	Workman	Pamela S	76974	Gauley Dr
0015C-0C-012.00	Misurale	Louis D	76970	Gauley Dr
0015C-0C-013.00	Truesdale	Richard A	76966	Gauley Dr
0015C-0C-014.00	Carrillo	Maynard E	76960	Gauley Dr
0015C-0C-015.00	Holles	Glen A	76954	Gauley Dr
0015C-0C-016.00	Heagney	John F	76948	Gauley Dr
0015C-0C-017.00	Fisher	Terry	76942	Gauley Dr
0015C-0C-018.00	Duke	Danny C	76936	Gauley Dr
0015C-0C-019.00	Pennell	Samuel N	76932	Gauley Dr
0015C-0C-020.00	Campbell	Samantha	76928	Gauley Dr
0015C-0C-021.00	Schoen	Frances T	76924	Gauley Dr
0015C-0C-022.00	Helms	Jeffery C Sr	76920	Gauley Dr
0015C-0C-023.00	Wimmer	Anneliese	76916	Gauley Dr
0015C-0C-024.00	Brueilly	Edward R	76912	Gauley Dr
0015C-0C-025.00	Foye	Kelly L	4411	Carrington Dr
0015C-0C-026.00	D R Horton Inc		4417	Carrington Dr
0015C-0C-027.00	D R Horton Inc		4423	Carrington Dr
0015C-0C-028.00	D R Horton Inc		4429	Carrington Dr
0015C-0C-029.00	Reeder		4435	Carrington Dr
0015C-0C-029.01	D R Horton Inc	Craig S	4439	Carrington Dr

0015C-0C-030.00	D R Horton Inc			4441	Carrington Dr
0015C-0C-031.00	Kirk		Ryan E	4447	Carrington Dr
0015C-0C-032.00	D R Horton Inc			4453	Carrington Dr
0015C-0C-033.00	D R Horton Inc			4459	Carrington Dr
0015C-0C-034.00	Young		Melissa	4465	Carrington Dr
0015C-0C-034.01	D R Horton Inc			4469	Carrington Dr
0015C-0C-035.00	D R Horton Inc			4471	Carrington Dr
0015C-0C-036.00	Surack		David A	4481	Carrington Dr
0015C-0D-001.00	Lukas		Susan M	3087	Cricket Ln
0015C-0D-001.01	Edenmoor Land Acquisition LLC			76937	Gauley Dr
0015C-0D-001.02	Edenmoor Land Acquisition LLC			76943	Gauley Dr
0015C-0D-001.03	Edenmoor Land Acquisition LLC			76949	Gauley Dr
0015C-0D-001.04	Edenmoor Land Acquisition LLC			76955	Gauley Dr
0015C-0D-002.00	Story		Carol Ann	3077	Cricket Ln
0015C-0D-002.01	Sofio		Sue Ann	3083	Cricket Ln
0015C-0D-003.00	Tobia		Shannon August	3071	Cricket Ln
0015C-0D-004.00	Atkins		Linda	3065	Cricket Ln
0015C-0D-005.00	Derrick		Holly W	3059	Cricket Ln
0015C-0D-006.00	Delahoussaye		Anthony J	3053	Cricket Ln
0015C-0D-007.00	Swift		Thomas Joseph	3051	Cricket Ln
0015C-0D-007.01	Jaeger		Paul A	3047	Cricket Ln
0015C-0D-008.00	Tener		John J	3043	Cricket Ln
0015C-0D-009.00	Dekam		Steven T	3037	Cricket Ln
0015C-0D-010.00	Mckeand		Gary James	3035	Cricket Ln
0015C-0D-010.01	Sellers		Jay A	3031	Cricket Ln
0015C-0D-011.00	D R Horton Inc			3027	Cricket Ln
0015C-0D-012.00	D R Horton Inc			3025	Cricket Ln
0015C-0D-012.01	D R Horton Inc			3021	Cricket Ln

0015C-0D-013.00	Helmick	Christopher Ryan	3015	Cricket Ln
0015C-0D-014.00	D R Horton Inc		3011	Cricket Ln
0015C-0D-014.01	Atkins	Barbara F	3009	Cricket Ln
0015C-0D-015.00	Partee	Wallace B Jr	3007	Cricket Ln
0015C-0D-016.00	Armstrong	Donald G	3005	Cricket Ln
0015C-0E-001.00	Serrano	Ricky D	2001	Blackberry Ln
0015C-0E-002.00	Palacios	Kenneth O	2003	Blackberry Ln
0015C-0E-003.00	D R Horton Inc		2007	Blackberry Ln
0015C-0E-004.00	Parker	William R	2011	Blackberry Ln
0015C-0E-005.00	D R Horton Inc		2015	Blackberry Ln
0015C-0E-006.00	Minick	Jeanette M	2019	Blackberry Ln
0015C-0E-007.00	Tiner	Laurence D	2023	Blackberry Ln
0015C-0E-008.00	Whitmore	Alden W	2027	Blackberry Ln
0015C-0E-009.00	Fletcher	Everett	2031	Blackberry Ln
0015C-0E-010.00	Jimison	Benjamin F	3028	Cricket Ln
0015C-0E-011.00	Reddy	Donald E	3024	Cricket Ln
0015C-0E-012.00	Adkins	Alan	3020	Cricket Ln
0015C-0E-013.00	D R Horton Inc		3016	Cricket Ln
0015C-0E-014.00	D R Horton Inc		3012	Cricket Ln
0015C-0E-015.00	Rodriguez	Angel L	3006	Cricket Ln
0015C-0E-016.00	Jones	Fay P	3002	Cricket Ln
0015C-0E-017.00	Smith	Michael J	3000	Cricket Ln
0015C-0F-001.00	Spil	Morris	4488	Carrington Dr
0015C-0F-002.00	Lesik	Jason M	4482	Carrington Dr
0015C-0F-002.01	Kreuz	Peter J	4480	Carrington Dr
0015C-0F-003.00	Pierce	Matthew Duncan	4476	Carrington Dr
0015C-0F-004.00	Wheeler-Weaver	Roy J	4470	Carrington Dr
0015C-0F-004.01	Cornelius	Clinton G	4472	Carrington Dr

0015C-0F-005.00	Winder	Edward A Jr Etal	4460	Carrington Dr
0015C-0F-006.00	Samuelson	Wynne L	4450	Carrington Dr
0015C-0F-007.00	Hubler	Bradford W	4440	Carrington Dr
0015C-0F-008.00	Johnson	Andrew K	4434	Carrington Dr
0015C-0F-008.01	D R Horton Inc		4436	Carrington Dr
0015C-0F-009.00	D R Horton Inc		4426	Carrington Dr
0015C-0F-010.00	Lodge	Jesse C Jr	4418	Carrington Dr
0015C-0F-011.00	D R Horton Inc		4410	Carrington Dr
0015C-0F-011.01	D R Horton Inc		4406	Carrington Dr
0015C-0F-012.00	D R Horton Inc		4402	Carrington Dr
0015C-0F-013.00	D R Horton Inc		4396	Carrington Dr
0015C-0F-014.00	D R Horton Inc		4388	Carrington Dr
0015C-0F-015.00	Wilbert	John T	4382	Carrington Dr
0015D-0A-001.00	Norman	Douglas W	86529	Arrington Rd
0015D-0A-002.00	Eschenbach	Robert J	86523	Arrington Rd
0015D-0A-003.00	Bel Air Acquisition Sub LLC		86517	Arrington Rd
0015D-0A-004.00	Bel Air Acquisition Sub LLC		86505	Arrington Rd
0015D-0A-005.00	Bel Air Acquisition Sub LLC		79440	Ridgehaven Rd
0015D-0A-006.00	Xanders	Derek J	79446	Ridgehaven Rd
0015D-0A-007.00	Bel Air Acquisition Sub LLC		79452	Ridgehaven Rd
0015D-0A-008.00	Bel Air Acquisition Sub LLC		79464	Ridgehaven Rd
0015D-0A-009.00	Bel Air Acquisition Sub LLC		79470	Ridgehaven Rd
0015F-0A-001.00	Brock	James	4332	Carrington Dr
0015F-0A-001.01	Edenmoor Residential Property Owners	Association Inc	1026	Crawford Dr
0015F-0A-002.00	Goulet	Pierre	4326	Carrington Dr
0015F-0A-003.00	Eidsness	Troy A	4320	Carrington Dr
0015F-0A-004.00	Mckillip	Tina A	4314	Carrington Dr
0015F-0A-005.00	Gummersbach	Joseph S	4308	Carrington Dr

0015F-0B-001.00	Schardt	Greg	1003	Crawford Dr
0015F-0B-002.00	Robinson	Timothy	1009	Crawford Dr
0015F-0B-003.00	Thomas	Jennifer A	1015	Crawford Dr
0015F-0B-004.00	Persinski	Rafal	1021	Crawford Dr
0015F-0B-005.00	Sawhook	Jonathan P	1027	Crawford Dr
0015F-0B-006.00	Walker	Simon	1033	Crawford Dr
0015F-0B-007.00	Baker	Brian D, Trustee	1039	Crawford Dr
0015F-0B-008.00	Lennar Carolinas LLC		1045	Crawford Dr
0015F-0B-009.00	Lennar Carolinas LLC		1051	Crawford Dr
0015F-0B-010.00	Middleton		1057	Crawford Dr
0015F-0B-011.00	Lennar Carolinas LLC	Joni Lee	1063	Crawford Dr
0015F-0B-012.00	Jenkins	Ronald	307	Macallister Ct
0015F-0B-013.00	Lennar Carolinas LLC		313	Macallister Ct
0015F-0B-014.00	Edenmoor Land Acquisition LLC		319	Macallister Ct
0015F-0C-001.00	Edenmoor Land Acquisition LLC		1060	Crawford Dr
0015F-0C-002.00	Edenmoor Land Acquisition LLC		1066	Crawford Dr
0015F-0C-003.00	Edenmoor Land Acquisition LLC		1070	Crawford Dr
0015F-0C-004.00	Wallace	Kerry	1076	Crawford Dr
0015F-0C-005.00	Lennar Carolinas LLC		1082	Crawford Dr
0015F-0C-006.00	Marshall	Allison M	1088	Crawford Dr
0015F-0C-007.00	Edenmoor Land Acquisition LLC		1092	Crawford Dr
0015F-0C-008.00	Edenmoor Land Acquisition LLC		1098	Crawford Dr
0015F-0C-009.00	Lennar Carolinas LLC		1104	Crawford Dr
0015F-0C-010.00	Edenmoor Land Acquisition LLC		1110	Crawford Dr
0015F-0C-011.00	Edenmoor Land Acquisition LLC		1116	Crawford Dr
0015F-0C-012.00	Edenmoor Land Acquisition LLC		1122	Crawford Dr
0015F-0C-013.00	Edenmoor Land Acquisition LLC		1128	Crawford Dr
0015F-0C-014.00	Owings	Lesley C	1132	Crawford Dr

0015F-0C-015.00	Edenmoor Land Acquisition LLC	1140	Crawford Dr
0015F-0C-016.00	Lennar Carolinas LLC	1146	Crawford Dr
0015F-0C-017.00	Lennar Carolinas LLC	1152	Crawford Dr
0015F-0C-018.00	Lennar Carolinas LLC	1156	Crawford Dr
0015F-0C-019.00	Lennar Carolina LLC	1157	Crawford Dr
0015F-0C-020.00	Edenmoor Land Acquisition LLC	1153	Crawford Dr
0015F-0C-021.00	Edenmoor Land Acquisition LLC	1147	Crawford Dr
0015F-0C-022.00	Edenmoor Land Acquisition LLC	110	Carmen Way
0015F-0C-023.00	Edenmoor Land Acquisition LLC	116	Carmen Way
0015F-0C-024.00	Edenmoor Land Acquisition LLC	120	Carmen Way
0015F-0D-001.00	Lennar Carolinas LLC	1079	Crawford Dr
0015F-0D-002.00	Lennar Carolinas LLC	1085	Crawford Dr
0015F-0D-003.00	Lennar Carolinas LLC	1091	Crawford Dr
0015F-0D-004.00	Lennar Carolinas LLC	1097	Crawford Dr
0015F-0D-005.00	Lennar Carolinas LLC	1103	Crawford Dr
0015F-0D-006.00	Edenmoor Land Acquisition LLC	1107	Crawford Dr
0015F-0D-007.00	Edenmoor Land Acquisition LLC	1113	Crawford Dr
0015F-0D-008.00	Edenmoor Land Acquisition LLC	1119	Crawford Dr
0015F-0D-009.00	Edenmoor Land Acquisition LLC	1125	Crawford Dr
0015F-0D-010.00	Edenmoor Land Acquisition LLC	111	Carmen Way
0015F-0D-011.00	Edenmoor Land Acquisition LLC	117	Carmen Way
0015F-0D-012.00	Edenmoor Land Acquisition LLC	252	Fordham Ct
0015F-0D-013.00	Lennar Carolinas LLC	248	Fordham Ct
0015F-0D-014.00	Lennar Carolinas LLC	244	Fordham Ct
0015F-0D-015.00	Adamu	238	Fordham Ct
0015F-0D-016.00	Lennar Carolinas LLC	234	Fordham Ct
0015F-0D-017.00	Lennar Carolinas LLC	230	Fordham Ct
0015F-0D-018.00	Lennar Carolinas LLC	226	Fordham Ct

Kimberly

0015F-0D-019.00	Lennar Carolinas LLC	222	Fordham Ct
0015F-0D-020.00	Lennar Carolinas LLC	218	Fordham Ct
0015F-0D-021.00	Grannis	214	Fordham Ct
0015F-0D-022.00	Edenmoor Land Acquisition LLC	206	Fordham Ct
0015F-0E-001.00	Lennar Carolinas LLC	255	Fordham Ct
0015F-0E-002.00	Lennar Carolinas LLC	133	Carmen Way
0015F-0E-003.00	Lennar Carolinas LLC	137	Carmen Way
0015F-0E-004.00	Edenmoor Land Acquisition LLC	141	Carmen Way
0015F-0E-018.00	Edenmoor Land Acquisition LLC	205	Fordham Ct
0015F-0E-019.00	Lennar Carolinas LLC	209	Fordham Ct
0015F-0E-020.00	Edenmoor Land Acquisition LLC	211	Fordham Ct
0015F-0E-021.00	Edenmoor Land Acquisition LLC	215	Fordham Ct
0015F-0E-022.00	Edenmoor Land Acquisition LLC	219	Fordham Ct
0015F-0E-023.00	Lennar Carolinas LLC	225	Fordham Ct
0015F-0E-024.00	Lennar Carolinas LLC	229	Fordham Ct
0015F-0E-025.00	Lennar Carolinas LLC	233	Fordham Ct
0015F-0E-026.00	Lennar Carolinas LLC	237	Fordham Ct
0015F-0E-027.00	Lennar Carolinas LLC	241	Fordham Ct
0015F-0E-028.00	Lennar Carolinas LLC	247	Fordham Ct
0015F-0F-001.00	Edenmoor Land Acquisition LLC	128	Carmen Way
0015F-0F-002.00	Edenmoor Land Acquisition LLC	132	Carmen Way
0015F-0F-003.00	Edenmoor Land Acquisition LLC	136	Carmen Way
0015F-0F-004.00	Edenmoor Land Acquisition LLC	140	Carmen Way
0015F-0F-005.00	Lennar Carolinas LLC	144	Carmen Way
0015F-0F-006.00	Lennar Carolinas LLC	148	Carmen Way
0015F-0F-007.00	Lennar Carolinas LLC	152	Carmen Way
0015F-0F-008.00	Megna	156	Carmen Way
0015F-0F-009.00	Daniels	160	Carmen Way

Carol

Raven
Maureen

0015F-0F-010.00	Andrews	Gregg	164	Carmen Way
0015F-0F-011.00	Young	Dorothy	168	Carmen Way
0015F-0F-012.00	Lennar Carolinas LLC		172	Carmen Way
0015F-0F-013.00	Towler	William	176	Carmen Way
0015F-0F-014.00	Divico	Richard	180	Carmen Way
0015F-0F-015.00	Hagen	Paul	179	Carmen Way
0015F-0F-016.00	Veit	Gary B	175	Carmen Way
0015F-0F-017.00	Hewitt	Spencer W	171	Carmen Way
0015F-0F-018.00	Brockmann	Robert	167	Carmen Way
0015F-0F-019.00	Lennar Carolinas LLC		163	Carmen Way
0015F-0F-020.00	Mull	Dennis O	159	Carmen Way
0015F-0F-021.00	Walden	Bradford E	155	Carmen Way
0015F-0F-022.00	Edenmoor Land Acquisition LLC		151	Carmen Way
0015J-0A-001.00	Edenmoor Land Acquisition LLC		1004	Pennington Dr
0015J-0A-002.00	Edenmoor Land Acquisition LLC		1008	Pennington Dr
0015J-0A-003.00	Clendenin	Joshua M	1012	Pennington Dr
0015J-0A-004.00	Daniels	Brian M	1016	Pennington Dr
0015J-0B-001.00	Bel Air Acquisition Sub LLC		1003	Pennington Dr
0015J-0B-002.00	Bel Air Acquisition Sub LLC		1007	Pennington Dr
0015J-0B-003.00	Edenmoor Land Acquisition LLC		1011	Pennington Dr
0015J-0B-004.00	Williams	Malcolm	1015	Pennington Dr
0015J-0B-007.00	Edenmoor Land Acquisition LLC		1013	Mantell Rd
0015J-0B-008.00	Edenmoor Land Acquisition LLC		3028	Hereford Way
0015J-0B-009.00	Bel Air Acquisition Sub LLC		3024	Hereford Way
0015J-0B-010.00	Bel Air Acquisition Sub LLC		3020	Hereford Way
0015J-0B-011.00	Bel Air Acquisition Sub LLC		3016	Hereford Way
0015J-0B-012.00	Bel Air Acquisition Sub LLC		3012	Hereford Way
0015J-0B-013.00	Chmura	Margaret R	3006	Hereford Way

0015J-0C-001.00	Spittle	Suzanne	3003	Hereford Way
0015J-0C-002.00	Allen	Thurman R	3007	Hereford Way
0015J-0C-003.00	Iannuzzi	Joseph	3011	Hereford Way
0015J-0C-004.00	Bel Air Acquisition Sub LLC		3015	Hereford Way
0015J-0C-005.00	Bonterra Builders LLC		3019	Hereford Way
0015J-0C-006.00	Higgins	James R	3023	Hereford Way
0015J-0C-007.00	Meads	Michael D	3027	Hereford Way
0015J-0C-008.00	Bradley	Brenda S	3031	Hereford Way
0015J-0C-009.00	Bel Air Acquisition Sub LLC		1045	Mantell Rd
0015J-0C-010.00	Bel Air Acquisition Sub LLC		5036	Alston Dr
0015J-0C-011.00	Bel Air Acquisition Sub LLC		5030	Alston Dr
0015J-0C-012.00	Bel Air Acquisition Sub LLC		5024	Alston Dr
0015J-0C-013.00	Meekins	Bradley D	5018	Alston Dr
0015J-0C-014.00	Bel Air Acquisition Sub LLC		5012	Alston Dr
0015J-0C-015.00	Bel Air Acquisition Sub LLC		5006	Alston Dr
0015J-0D-002.00	Edenmoor Land Acquisition LLC		1012	Mantell Rd
0015J-0D-003.00	Bel Air Acquisition Sub LLC		1020	Mantell Rd
0015J-0D-004.00	Bel Air Acquisition Sub LLC		1028	Mantell Rd
0015J-0D-005.00	Bel Air Acquisition Sub LLC		1036	Mantell Rd
0015J-0D-006.00	Bel Air Acquisition Sub LLC		1044	Mantell Rd
0015J-0D-007.00	Bel Air Acquisition Sub LLC		5052	Alston Dr
0015J-0E-001.00	Edenmoor Land Acquisition LLC		5051	Alston Dr
0015J-0E-002.00	Edenmoor Land Acquisition LLC		5057	Alston Dr
0015J-0F-001.00	Bel Air Acquisition Sub LLC		5035	Alston Dr
0015J-0F-002.00	Bel Air Acquisition Sub LLC		5029	Alston Dr
0015J-0F-003.00	Bel Air Acquisition Sub LLC		5023	Alston Dr
0015J-0F-004.00	Bel Air Acquisition Sub LLC		5041	Alston Dr
0015O-0A-001.00	Edenmoor Land Acquisition LLC		1006	Baldwin Dr

00150-0A-002.00	Edenmoor Land Acquisition LLC	Jessica M	1010	Baldwin Dr
00150-0A-003.00	Edenmoor Land Acquisition LLC	David A	1014	Baldwin Dr
00150-0A-004.00	Edenmoor Land Acquisition LLC	Thurmon Joseph	1018	Baldwin Dr
00150-0A-005.00	Edenmoor Land Acquisition LLC	Renzo G	1022	Baldwin Dr
00150-0A-006.00	Edenmoor Land Acquisition LLC	Jerry L	1026	Baldwin Dr
00150-0A-007.00	Edenmoor Land Acquisition LLC	Randolph B	1030	Baldwin Dr
00150-0A-008.00	Edenmoor Land Acquisition LLC	Sandra Kay	1034	Baldwin Dr
00150-0B-001.00	Eastwood Construction LLC	Notasha D	2006	Waverly Ct
00150-0B-002.00	Eastwood Construction LLC	Kristen E	2010	Waverly Ct
00150-0B-003.00	Edenmoor Land Acquisition LLC	Amy E Adams	2014	Waverly Ct
00150-0B-004.00	Eastwood Construction LLC	Robert M Jr	2018	Waverly Ct
00150-0B-005.00	Shipman	Joleen J	2024	Waverly Ct
00150-0B-006.00	Sheyda		2028	Waverly Ct
00150-0B-007.00	Floyd		2032	Waverly Ct
00150-0B-008.00	Gaspary		2036	Waverly Ct
00150-0B-009.00	Miller		2040	Waverly Ct
00150-0B-010.00	Duffy		2044	Waverly Ct
00150-0B-011.00	Burt		2052	Waverly Ct
00150-0B-012.00	Eastwood Construction LLC		2056	Waverly Ct
00150-0B-013.00	Smalls		3001	Burgess Dr
00150-0C-001.00	Eastwood Construction LLC		3005	Burgess Dr
00150-0C-002.00	Lail		3009	Burgess Dr
00150-0C-003.00	Eastwood Construction LLC		3013	Burgess Dr
00150-0C-004.00	Provenzano		3019	Burgess Dr
00150-0C-005.00	Eastwood Construction LLC		3025	Burgess Dr
00150-0C-006.00	Lombard		3031	Burgess Dr
00150-0C-007.00	Eastwood Construction LLC		3037	Burgess Dr
00150-0C-008.00	Rouser		3043	Burgess Dr

00150-0C-009.00	Sautter	Robert	3049	Burgess Dr
00150-0C-010.00	Eastwood Construction LLC		3056	Burgess Dr
00150-0C-011.00	Edenmoor Land Acquisition LLC		3061	Burgess Dr
00150-0D-001.00	Eastwood Construction LLC		3042	Burgess Dr
00150-0D-002.00	Eastwood Construction LLC		3048	Burgess Dr
00150-0D-003.00	Eastwood Construction LLC		3054	Burgess Dr
00150-0D-004.00	Edenmoor Land Acquisition LLC		3060	Burgess Dr
00150-0D-008.00	Eastwood Construction LLC		4027	Highgate Ln
00150-0D-009.00	Edenmoor Land Acquisition LLC		4013	Highgate Ln
00150-0E-001.00	Eastwood Construction LLC		4016	Highgate Ln
00150-0E-002.00	Edenmoor Land Acquisition LLC		4012	Highgate Ln
00150-0E-003.00	Eastwood Construction LLC		4008	Highgate Ln
00150-0E-004.00	Edenmoor Land Acquisition LLC		4004	Highgate Ln
00150-0E-005.00	Eastwood Construction LLC		3018	Burgess Dr
00150-0E-006.00	Eastwood Construction LLC		2075	Waverly Ct
00150-0F-001.00	Eastwood Construction LLC		4026	Highgate Ln
00150-0G-001.00	Eastwood Construction LLC		2070	Waverly Ct
00150-0G-002.00	Ellis	Jeffery A	2076	Waverly Ct
Phase 2B 9	Eastwood Construction LLC			
Phase 2B 10	Eastwood Construction LLC			
Phase 2B 11	Eastwood Construction LLC			
Phase 2B 12	Eastwood Construction LLC			
Phase 2B 13	Eastwood Construction LLC			
Phase 2B 14	Eastwood Construction LLC			
Phase 2B 15	Eastwood Construction LLC			
Phase 2B 16	Edenmoor Land Acquisition LLC			
Phase 2B 17	Edenmoor Land Acquisition LLC			
Phase 2B 18	Edenmoor Land Acquisition LLC			

Phase 2B	41	Edenmoor Land Acquisition LLC
Phase 2B	42	Edenmoor Land Acquisition LLC
Phase 2B	43	Edenmoor Land Acquisition LLC
Phase 2B	44	Edenmoor Land Acquisition LLC
Phase 2B	45	Edenmoor Land Acquisition LLC
Phase 2B	46	Edenmoor Land Acquisition LLC
Phase 2B	47	Edenmoor Land Acquisition LLC
Phase 2B	48	Edenmoor Land Acquisition LLC
Phase 2B	49	Edenmoor Land Acquisition LLC
Phase 2B	50	Edenmoor Land Acquisition LLC
Phase 2B	51	Edenmoor Land Acquisition LLC
Phase 2B	52	Edenmoor Land Acquisition LLC
Phase 2B	53	Edenmoor Land Acquisition LLC
Phase 2B	54	Edenmoor Land Acquisition LLC
Phase 2B	55	Edenmoor Land Acquisition LLC
Phase 2B	56	Edenmoor Land Acquisition LLC
Phase 2B	57	Edenmoor Land Acquisition LLC
Phase 2B	58	Edenmoor Land Acquisition LLC
Phase 2B	59	Edenmoor Land Acquisition LLC
Phase 2B	60	Edenmoor Land Acquisition LLC
Phase 2B	61	Edenmoor Land Acquisition LLC
Phase 2B	62	Edenmoor Land Acquisition LLC
Phase 2B	80	Edenmoor Land Acquisition LLC
Phase 2B	81	Edenmoor Land Acquisition LLC
Phase 2B	82	Edenmoor Land Acquisition LLC
Phase 2B	104	Eastwood Construction LLC
Phase 2B	105	Eastwood Construction LLC
Phase 2B	118	Edenmoor Land Acquisition LLC

Phase 2B	119	Edenmoor Land Acquisition LLC
Phase 2B	120	Edenmoor Land Acquisition LLC
Phase 2B	121	Edenmoor Land Acquisition LLC
Phase 2B	122	Edenmoor Land Acquisition LLC
Phase 2B	123	Edenmoor Land Acquisition LLC
Phase 2B	128	Edenmoor Land Acquisition LLC
Phase 2B	129	Edenmoor Land Acquisition LLC
Phase 2B	130	Edenmoor Land Acquisition LLC
Phase 2B	131	Edenmoor Land Acquisition LLC
Phase 2B	132	Edenmoor Land Acquisition LLC
Phase 2B	133	Edenmoor Land Acquisition LLC
Phase 2B	134	Edenmoor Land Acquisition LLC
Phase 2B	135	Edenmoor Land Acquisition LLC
Phase 2B	136	Edenmoor Land Acquisition LLC
Phase 2B	137	Eastwood Construction LLC
Phase 2B	138	Eastwood Construction LLC
Phase 2B	139	Eastwood Construction LLC
Phase 2B	140	Eastwood Construction LLC
Phase 2B	141	Eastwood Construction LLC
Phase 2B	142	Eastwood Construction LLC
Phase 2B	143	Eastwood Construction LLC
Phase 2C	161	Bonterra Builders, LLC
Phase 2C	162	Bonterra Builders, LLC
Phase 2C	163	Bonterra Builders, LLC
Phase 2C	164	Bonterra Builders, LLC
Phase 2C	165	Bonterra Builders, LLC
Phase 2C	166	Bonterra Builders, LLC
Phase 2C	167	Edenmoor Land Acquisition LLC

Phase 2C	168	Edenmoor Land Acquisition LLC
Phase 2C	173	Bonterra Builders, LLC
Phase 2C	174	Bonterra Builders, LLC
Phase 2C	197	Bonterra Builders, LLC
Phase 2C	198	Bonterra Builders, LLC
Phase 2C	199	Bonterra Builders, LLC
Phase 2C	200	Bonterra Builders, LLC
Phase 2C	209	Edenmoor Land Acquisition LLC
Phase 2C	210	Edenmoor Land Acquisition LLC
Phase 2C	211	Edenmoor Land Acquisition LLC
Phase 2C	216	Bonterra Builders, LLC
Phase 2C	217	Bonterra Builders, LLC
Phase 2C	218	Bonterra Builders, LLC
Phase 2C	219	Bonterra Builders, LLC
Phase 2C	220	Bonterra Builders, LLC
Phase 2C	221	Edenmoor Land Acquisition LLC
Phase 2C	222	Edenmoor Land Acquisition LLC
Phase 2C	223	Edenmoor Land Acquisition LLC
Phase 2C	224	Edenmoor Land Acquisition LLC
Phase 2C	225	Bonterra Builders, LLC
Phase 2C	226	Bonterra Builders, LLC
Phase 2C	227	Bonterra Builders, LLC
Phase 2C	228	Edenmoor Land Acquisition LLC
Phase 2C	229	Edenmoor Land Acquisition LLC
Phase 2C	230	Edenmoor Land Acquisition LLC
Phase 2C	231	Edenmoor Land Acquisition LLC
Phase 2C	232	Edenmoor Land Acquisition LLC
Phase 2C	233	Edenmoor Land Acquisition LLC

Phase 2C	234	Edenmoor Land Acquisition LLC
0015-00-024.10		Edenmoor Land Acquisition LLC
0015-00-028.00		Edenmoor Land Acquisition LLC
0015-00-028.10		Edenmoor Land Acquisition LLC
0015-00-028.30		Edenmoor Land Acquisition LLC
0015-00-028.40		Edenmoor Land Acquisition LLC
0015-00-028.50		Edenmoor Land Acquisition LLC

Bond Area 2

Tax Parcel Number	Owner	Street #	Street Name
0015J-OG-001.00	DR Horton, Inc.	7004	Hancock Road
0015J-OG-002.00	DR Horton, Inc.	7000	Hancock Road
0015J-OG-003.00	DR Horton, Inc.	6996	Hancock Road
0015J-OG-004.00	DR Horton, Inc.	6992	Hancock Road
0015J-OG-005.00	DR Horton, Inc.	6984	Hancock Road
0015J-OG-006.00	DR Horton, Inc.	6980	Hancock Road
0015J-OG-007.00	DR Horton, Inc.	6976	Hancock Road
0015J-OG-008.00	DR Horton, Inc.	6972	Hancock Road
0015-00-024.00	Edenmoor Land Acquisition LLC		Marvin Road
0015-00-028.20	Edenmoor Land Acquisition LLC		Secrest Road

Bond Area 3

Tax Parcel Number	Owner
0015-00-013	Edenmoor Land Acquisition II, LLC
0020-00-002	Edenmoor Land Acquisition II, LLC

[Insert Map of Improvement District]

Agenda Item Summary

Ordinance # / Resolution# Ordinance No. 2015-1368

Contact Person / Sponsor: Michael Seezen, Esquire

Department: McNair Law Firm

Date Requested to be on Agenda: December 14, 2015

Committee: Administration Committee

Issue for Consideration: Authorizing Issuance of n/e \$12,000,000 Refunding Bonds for Walnut Creek Improvement District (f/k/a Edenmoor Improvement District) and approving forms of documents to be executed in connection with the financing

Points to Consider:

1. Changes from Second Reading: inclusion of Ordinance numbers, enactment dates and prior reading dates and dates of assessment rolls referenced in Ordinance

Funding and Liability Factors: N/A

Council Options: Approve or Reject the ordinance

Recommendation: Approve Third Reading

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1368

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$12,000,000 PRINCIPAL AMOUNT WALNUT CREEK IMPROVEMENT DISTRICT ASSESSMENT REFUNDING REVENUE BONDS, SERIES 2015A-1; TO LIMIT THE PAYMENT OF THE BONDS SOLELY TO THE ASSESSMENTS IMPOSED ON CERTAIN DESIGNATED PARCELS WITHIN THE WALNUT CREEK IMPROVEMENT DISTRICT; TO PROVIDE FOR THE EXECUTION OF A MASTER TRUST INDENTURE, FIRST SUPPLEMENTAL INDENTURE THERETO, CONTRACT OF PURCHASE AND OTHER RELATED DOCUMENTS FOR THE SERIES 2015A-1 BONDS, AND AN AMENDED AND RESTATED MASTER TRUST INDENTURE AND ONE OR MORE SUPPLEMENTS THERETO RELATED TO THE SERIES 2006 BONDS; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the 2006 Amended and Restated Indenture or 2015A-1 Indenture as defined herein, as the context requires. The term:

“2006 Amended and Restated Indenture” means the Amended and Restated Master Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, which amends and restates the Original Master Indenture in its entirety, as the same may be amended and supplement from time to time.

“2015A-1 Indenture” means the 2015A-1 Master Trust Indenture, as supplemented by the 2015A-1 First Supplemental Indenture.

“2015A-1 First Supplemental Indenture” means the First Supplemental Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, pursuant to which the Series 2015A-1 Bonds will be issued.

“2015A-1 Master Trust Indenture” means the Master Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee.

“Act” means the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended.

“Administrative Expenses” means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the 2006 Amended and Restated Indenture or the 2015A-1 Indenture, as applicable, or any supplemental indenture to either of the foregoing, including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, Assessor, Auditor and Treasurer (as such terms are defined in the 2006 Amended and Restated Indenture or 2015A-1 Indenture, as applicable) and the County’s finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the 2006 Amended and Restated Indenture or 2015A-1 Indenture, as applicable).

“Assessment” means an assessment imposed under the Act.

“Assessment A-1” means an Assessment A related to Bond Area 1, as contemplated by Assessment Roll A-1.

“Assessment A-2” means an Assessment A related to Bond Area 2, as contemplated by Assessment Roll A-2.

“Assessment A-3” means an Assessment A related to Bond Area 3, as contemplated by Assessment Roll A-3.

“Assessment Roll A-1” means the Assessment Roll A for Bond Area 1 originally dated December 14, 2015, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

“Assessment Roll A-2” means the Assessment Roll A for Bond Area 2 originally dated December 14, 2015, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

“Assessment Roll A-3” means the Assessment Roll A for Bond Area 3 originally dated December 14, 2015, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

“Bond Area 1” means the parcels identified in the Assessment Roll A-1, which are and will be subject to Assessment A-1.

“Bond Area 2” means the parcels identified in the Assessment Roll A-2, which are and will be subject to Assessment A-2.

“Bond Area 3” means the parcels identified in the Assessment Roll A-3, which are and will be subject to Assessment A-3.

“Code” means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Dissemination Agent.

“Contract of Purchase” means the Contract of Purchase between the Underwriter and the County.

“Council” means the Lancaster County Council.

“County” means Lancaster County, South Carolina.

“Dissemination Agent” means the dissemination agent appointed by the County pursuant to the Continuing Disclosure Agreement.

“Improvement District” means the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) created by the Council under the Act pursuant to the Improvement District Ordinance.

“Improvement District Ordinance” means Ordinance No. 713 of the Council, as amended by Ordinance No. 2015-1367 of the Council, wherein the Improvement District was created and the Assessments are authorized to be imposed and collected, as may be amended from time to time.

“Improvements” mean the planning, financing, acquisition, construction, equipping and installation of water and wastewater facilities, a stormwater management system, roads and roadway improvements, a recreational area and facilities, a combined Sheriff and EMS substation and related equipment, and such other improvements as allowed under the terms of the Act and as may be approved by the County Council, pursuant to the Act for the special benefit of the District as further described in the Improvement Plan.

“Improvement Plan” means the Walnut Creek Improvement Plan (formerly known as the Edenmoor Improvement Plan) approved by the Council pursuant to the Improvement District Ordinance.

“Original Master Indenture” means the Master Trust Indenture dated as of June 1, 2006, as heretofore amended and supplemented by the First Supplemental Trust Indenture dated as of June 1, 2006 and the Second Supplemental Trust Indenture dated April 15, 2013, each between the County and the Trustee.

“Series 2006 Bonds” means the Series 2006A Bonds and the Series 2006B Bonds.

“Series 2006A Bonds” means the \$24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of \$22,325,000.

“Series 2006B Bonds” means the \$11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of \$2,280,000.

“Series 2015A-1 Bonds” means the not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2015A-1, to be issued to refinance such portion of the outstanding Series 2006A Bonds and to be dated such date as may be determined by the Chairman of Council and the County Administrator with advice from the County Attorney.

“Underwriter” means Raymond James and Associates, Inc., as underwriter for the Series 2015A-1 Bonds.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1896, as amended (the “Constitution”) provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District (including particularly Assessment A-1 related solely to the parcels within Bond Area 1, as contemplated by Assessment Roll A-1, Assessment A-2 related solely to the parcels within Bond Area 2, as contemplated by Assessment Roll A-2 and Assessment A-3 related solely to the parcels within Bond Area 3, as contemplated by Assessment Roll A-3, as applicable).

(e) Pursuant to the Act, the County has heretofore issued the Series 2006 Bonds, all of which are presently held by Edenmoor Acquisition LLC (“Edenmoor Acquisition”), and the County now desires to issue the Series 2015A-1 Bonds for the purpose of (1) refinancing such portion of the outstanding Series 2006A Bonds, as may be determined by the Chairman of Council and the County Administrator (the “Refunded 2006A Bonds”), (2) funding a debt service reserve fund (if any) established for the Series 2015A-1 Bonds, in such amount as may be determined by the Chairman of Council and the County Administrator, and (3) paying certain costs of issuance related to the Series 2015A-1 Bonds, including premiums for bond insurance policies or surety bonds.

(f) In connection with the foregoing, it is proposed that the County issue the 2015A-1 Bonds pursuant to the 2015A-1 Indenture and execute the 2006 Amended and Restated Indenture, such that the revenues generated from the imposition and collection of Assessment A-1 will only secure the payment of the Series 2015A-1 Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 1,

and such revenues will not be pledged for the benefit of or secure any other Bonds (as presently defined in the Original Master Trust Indenture) presently outstanding under the Original Master Indenture or thereafter issued pursuant to the 2006 Amended and Restated Indenture, including the Series 2006A Bonds remaining outstanding after the issuance of the Series 2015A-1 Bonds (all of which will be initially held by Edenmoor Acquisition) or any other Bonds issued thereunder to refinance such Series 2006A Bonds (collectively, the "Remaining 2006A Bonds"), and the Series 2006B Bonds. The County will additionally assign its interest in certain funds created pursuant to the 2015A-1 Indenture to the Trustee for the benefit of the owners of the Series 2015A-1 Bonds.

(g) It is contemplated that (1) in connection with the County's execution of the 2006 Amended and Restated Indenture, Edenmoor Acquisition (as holder of the Remaining 2006A Bonds and the Series 2006B Bonds) will provide its written consent thereto, and (2) contemporaneous with the issuance of the Series 2015A-1 Bonds for the purposes described in paragraph (e) above, the Remaining 2006A Bonds will be exchanged for other Series 2006A Bonds which, together with Administrative Expenses directly or indirectly attributable to Bond Area 2 and Bond Area 3, as contemplated by Assessment Roll A-2 and Assessment Roll A-3, respectively, are secured and payable solely from the revenues generated from the imposition and collection of Assessment A-2 and Assessment A-3, respectively, and other funds created pursuant to the 2006 Amended and Restated Indenture for the benefit of the owners of the Remaining 2006A Bonds.

(h) There have been filed with the Clerk to Council forms of the 2015A-1 Master Trust Indenture, 2015A-1 First Supplemental Trust Indenture, 2006 Amended and Restated Indenture, Contract of Purchase, Preliminary Limited Offering Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Bonds.

Section 3. Approval of Transaction.

The Council does hereby approve (a) the issuance of the Series 2015A-1 Bonds pursuant to the 2015A-1 Indenture, and the use of the proceeds of the issuance of the Series 2015A-1 Bonds for the purposes described in Section 2(e) above; (b) the pledge and application of the revenues generated from the imposition and collection of Assessment A-1 and other funds created pursuant to the 2015A-1 Indenture for the benefit of the owners of the Series 2015A-1 Bonds for payment of the Series 2015A-1 Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 1; (c) the execution of the 2006 Amended and Restated Indenture and the exchange of Series 2006A Bonds for the Remaining 2006A Bonds and Series 2006B Bonds for outstanding Series 2006B Bonds pursuant to the 2006 Trust Indenture as described herein; and (d) the pledge and application of the revenues generated from the imposition and collection of Assessment A-2 and Assessment A-3, and other funds created pursuant to the 2006 Amended and Restated Indenture for the benefit of the owners of the Remaining 2006A Bonds, for payment of the Remaining 2006A Bonds and Administrative Expenses directly or indirectly attributable to Bond Area 2 and Bond Area 3, as contemplated by Assessment Roll A-2 and Assessment Roll A-3, respectively; provided, however, that nothing in this ordinance is intended to amend, modify or change the terms of the Remaining 2006A Bonds (other than the outstanding principal amount thereof) or Series 2006B Bonds or the Assessments imposed within the Improvement District to secure the payment of the Series 2006B Bonds (e.g., Assessment B as identified in the Assessment Roll B, including the Rate and Method of Apportionment of Assessments,

originally dated January 30, 2006, as corrected and confirmed by County, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time).

Section 4. Approval of 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture and Delegation of Authority.

The form, terms and provisions of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture, copies of which are attached hereto as Exhibits A and B and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture attached hereto as Exhibits A and B. Any amendments to the 2015A-1 Master Trust Indenture and 2015A-1 First Supplemental Indenture shall be executed in the same manner.

Section 5. Approval of 2006 Amended and Restated Indenture and Amendments or Supplements Thereto and Delegation of Authority.

The form, terms and provisions of the 2006 Amended and Restated Indenture, a copy of which is attached hereto as Exhibit C and filed with the Clerk to Council, be and hereby is approved. The Chairman of Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the 2006 Amended and Restated Indenture (including any amendments or supplements thereto), with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the 2006 Amended and Restated Indenture and to approve the form of any amendments or supplements thereto as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the 2006 Amended and Restated Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the 2006 Amended and Restated Indenture attached hereto as Exhibit C.

Section 6. Continuation of Revenue Fund.

There is hereby continued and established an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected with respect to the Improvement District. This fund shall be known as the "Walnut Creek Revenue Fund" (formerly known as the "Edenmoor Revenue Fund") and all Assessments levied and collected shall be deposited into such Revenue Fund and as such shall be disbursed according to the provisions of the 2015A-1 Indenture and the 2006 Amended and Restated Indenture; provided, however, that Assessments of a particular type (e.g., Assessment A or Assessment B) or Assessments related to a particular Bond Area (e.g., Assessment A-1, Assessment A-2 or Assessment A-3) shall not be commingled with one another.

Section 7. Approval of Contract of Purchase and Delegation of Authority.

The form, terms and provisions of the Contract of Purchase, a copy of which is attached hereto as Exhibit D and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Contract of Purchase, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Contract of Purchase as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Contract of Purchase shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Contract of Purchase attached hereto as Exhibit D. Any amendments to the Contract of Purchase shall be executed in the same manner.

Section 8. Approval of Preliminary Limited Offering Memorandum and Delegation of Authority.

The distribution of the Preliminary Limited Offering Memorandum in substantially the form attached hereto as Exhibit E (the "Preliminary LOM") and filed with the Clerk to Council, be and hereby is approved for distribution by the Underwriter and the Final Limited Offering Memorandum in substantially the form of the Preliminary LOM (the "Final LOM") is hereby approved for distribution by the Underwriter. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the Preliminary LOM as may be appropriate for the transactions contemplated hereby and thereby, to take such actions necessary to "deem final" the Preliminary LOM for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to approve such changes in the form, terms and provisions of and to execute and deliver the Final LOM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final LOM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Preliminary LOM attached hereto as Exhibit E.

Section 9. Approval of Continuing Disclosure Agreement and Delegation of Authority.

(a) The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit F and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit F. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County covenants that it will file with a central repository (if any) for availability in the secondary bond market when requested:

- (i) An annual independent audit, within 30 days of the County's receipt of the audit;
- and

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-1 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 9 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the 2015A-1 Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2015A-1 Bonds.

Section 10. Trustee, Registrar and Paying Agent.

The County hereby appoints and, as applicable, consents to the continued appointment of Wells Fargo Bank, N.A., as Trustee, Registrar and Paying Agent under the terms and conditions provided in the 2006 Amended and Restated Indenture and the 2015A-1 Indenture. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Wells Fargo Bank, N.A. does not serve as Trustee under the 2006 Amended and Restated Indenture or the 2015A-1 Indenture.

Section 11. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2015A-1 Bonds issued, and the Holders of the Series 2006 Bonds reissued, as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The Chairman of Council and the County Administrator are hereby authorized to execute a Federal Tax Certificate and otherwise adopt written procedures to ensure the County's compliance with federal tax matters relating to the Tax Exempt Bonds.

Section 12. 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 execute any amendments, changes or modifications to the forbearance agreements previously executed by the County or other documents authorized herein to effect the purposes of this ordinance.

Section 13. 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 14. 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 15. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 24, 2015	Passed 7-0
Second Reading:	September 28, 2015	Passed 7-0
Public Hearing:	September 28, 2015	
Third Reading:	December 14, 2015 (Tentative)	

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STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1381

COUNTY OF LANCASTER

)

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, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (FIVE PARCELS -- LINEBERGER); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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) Lancaster County, South Carolina ("Lancaster County") is authorized by Article VIII, Section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks (each a "Multi-County Park"); and

(2) Lancaster County and Chesterfield County, South Carolina ("Chesterfield County"), are contiguous counties which, pursuant to Ordinance No. 14-15-20, enacted by Chesterfield County Council on November 4, 2015, and Ordinance No. 2015-1352, enacted by Lancaster County Council on November 9, 2015, authorized and approved an Amended and Restated Master Multi-County Park Agreement, as amended and restated as of November 9, 2015 (the "Amended and Restated Park Agreement") that provided for the establishment of a Multi-County Park (the "Multi-County Park"); and

(3) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the following properties to the Amended and Restated Park Agreement: Five parcels owned by Kim Lineberger, Trustee (0081-00-031.00, 0081-00-032.00, 0081-00-034.01, 0081N-0B-005.00 and 0081N-0B-006.00).

Section 2. Approval of amendment.

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/E. Properties included pursuant to Lancaster County Ordinance No. 2015-____, enacted on _____, 201_:

1212 Kershaw Camden Highway

<u>Tax Map No.</u>	<u>Owner</u>
0081-00-031.00	Lineberger, Kim, Trustee
0081-00-032.00	Lineberger, Kim, Trustee
0081-00-034.01	Lineberger, Kim, Trustee
0081N-0B-005.00	Lineberger, Kim, Trustee
0081N-0B-006.00	Lineberger, Kim, Trustee/

Section 3. Preparation of amended Park Agreement.

When Chesterfield County has passed a resolution approving the addition of the property, as provided in this ordinance, the County Administrator shall cause to be prepared a revised Amended and Restated Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the revised Amended and Restated Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this ___ day of _____, 201_.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	November 23, 2015	Passed 6-0
Second Reading:	December 14, 2015	Tentative
Public Hearing:	January 11, 2016	Tentative
Third Reading:	January 11, 2016	Tentative

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Agenda Item Summary

Ordinance # / Resolution# 2015-1386; 2015-1369; 2015-1370

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December-14, 2015

Committee: N/A

Issue for Consideration: Whether or not it is appropriate for County Council to rezone various parcels in the Panhandle section of Lancaster County from R-15P and B-3, General Commercial to a Planned Development District (PDD-27) to be known as Avondale and, simultaneously to enter into a Development Agreement with the developer of Avondale pursuant to the terms and conditions set forth in the third ordinance noted above?

Points to Consider: This rezoning and the associated Development Agreement previously has been subject to much controversy and disagreement, not only between the county staff and the various agents of the developer, but also among differing factions of the Panhandle community. The matter was previously considered by Council and before any action was taken, the issues were referred back to the Planning Commission with instructions being given to the County Attorney to work diligently with all interested parties to bring back to Council a "final" rezoning ordinance and a "final" development agreement ordinance that was suitable to the county staff and the developer. To the fullest extent possible, that has been accomplished. While the planning staff and the developer are in agreement, there were several recommendations made by the Planning Commission that were not part of the parties' negotiations. The County Attorney will address those recommendations and speak as to whether or not there is agreement among the parties.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinances

Recommendation: The Planning Department and the County Attorney recommend the approval of all three Ordinances.

Agenda Item Summary

Ordinance # / Resolution#: **PDD-015-027 (AVONDALE)**

Contact Person / Sponsor: **PENELOPE KARAGOUNIS / ALEX MOORE**

Department: **PLANNING**

Date Requested to be on Agenda: **DECEMBER 14TH, COUNTY COUNCIL MEETING**

AM

ISSUE FOR CONSIDERATION:

The proposed rezoning of ±179.35 acres from R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District to Planned Development District (PDD-27). The property is located between Calvin Hall Road and Harrisburg Road with in the Indian Land section of Lancaster County, SC

POINTS TO CONSIDER:

Prior to the Planning Commission meeting on November 17th, 2015, the applicant revised the Avondale Master Plan and Ordinance so that the following issues were rectified: (1) All acreage calculated as open space will be practicably accessible to residents. (2) Acreages of all Villages within the project were provided. (3) Open space acreage will not be used to calculate density. (4) The Traffic Impact Analysis was updated to reflect the correct site plan (5) The applicant committed to support the construction of a roundabout at the proposed future realigned junction of Calvin Hall and Harrisburg Roads (6) The applicant committed to 6' sidewalks along those portions Calvin Hall and Harrisburg Roads within the project acreage.

The Lancaster County Planning Commission recommended **APPROVAL** of this rezoning by a vote of 4-2 on November 17th, 2015 with the following conditions: (1) A variance was granted for the exterior buffer-yard adjacent to the southernmost Harrisburg Road entrance with the condition that each side of the proposed road contain a minimum of a 6' high wall. This variance will allow a reduction from the required 40' width (2) That the developer's contribution to the construction of a roundabout at the future realigned junction of Calvin Hall and Harrisburg Roads **NOT** be limited to \$175,000.

FUNDING AND LIABILITY FACTORS: N/A

COUNCIL OPTIONS: APPROVE OR DENY THE REZONING APPLICATION.

RECOMMENDATION: Planning Staff recommends **APPROVAL** of this rezoning of ±179.35 acres from R-15P and B-3 to Avondale PDD-015-027.

ORDINANCE NO.: 2015-1386

Tax Map No. 0005-00-074.03(portion), 0005-00-075.00, 0005-00-075.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05, 0005-00-089.01, 0005-00-089.00, 0005-00-083.00, 0005-00-079.01.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance 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 _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Tentative
Second Reading:	January 11, 2015	Tentative
Third Reading:	January 25, 2015	Tentative

Agenda Item Summary

Ordinance # / Resolution# 2015-1386; 2015-1369; 2015-1370

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December 14, 2015

Committee: N/A

Issue for Consideration: Whether or not it is appropriate for County Council to rezone various parcels in the Panhandle section of Lancaster County from R-15P and B-3, General Commercial to a Planned Development District (PDD-27) to be known as Avondale and, simultaneously to enter into a Development Agreement with the developer of Avondale pursuant to the terms and conditions set forth in the third ordinance noted above?

Points to Consider: This rezoning and the associated Development Agreement previously has been subject to much controversy and disagreement, not only between the county staff and the various agents of the developer, but also among differing factions of the Panhandle community. The matter was previously considered by Council and before any action was taken, the issues were referred back to the Planning Commission with instructions being given to the County Attorney to work diligently with all interested parties to bring back to Council a “final” rezoning ordinance and a “final” development agreement ordinance that was suitable to the county staff and the developer. To the fullest extent possible, that has been accomplished. While the planning staff and the developer are in agreement, there were several recommendations made by the Planning Commission that were not part of the parties’ negotiations. The County Attorney will address those recommendations and speak as to whether or not there is agreement among the parties.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinances

Recommendation: The Planning Department and the County Attorney recommend the approval of all three Ordinances.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1369
(PDD – 27)

AN ORDINANCE

TO ESTABLISH THE AVONDALE MIXED USE PLANNED DEVELOPMENT DISTRICT (PDD-27); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT OF THE PDD-27 PROPERTY; TO PROVIDE THE REGULATIONS THAT WILL APPLY TO THE DEVELOPMENT OF THE PDD-27 PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Avondale Mixed Use Planned Development District (PDD-27)

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Section 1. Citation. This ordinance may be cited as the Avondale Mixed Use Planned Development District (PDD-27) Ordinance or as the PDD-27 Ordinance.

Section 2. Purpose; PDD-27.

- (a) The purpose of this ordinance is to establish the Avondale Mixed Use Planned Development District (PDD-27), to approve the Master Plan for the development of the Property (as defined below) and to provide the regulations that will apply to the development of the Property.
- (b) The Avondale Mixed Use Planned Development District (PDD-27) Ordinance (the “Ordinance”) establishes specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety and general welfare of future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.

- (c) The Avondale mixed use development is a mixed use, master planned development comprised of a combination of residential (single-family detached and multi-family townhome residences), senior residences and uses and accessory commercial, retail and service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

Section 3. Authority. This Ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1994, as amended, entitled South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

Section 4. Jurisdiction. This Ordinance applies to the property known as the Avondale mixed use development property which consists of approximately 179.35 acres (the "Property"). The Tax Map Numbers for the Property are 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01 and a portion of 0005-00-074.03.

Section 5. Official Zoning Map. The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-27).

Section 6. Master Plan. The Master Plan for the Development, prepared by ESP Associates and dated November 2, 2015 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

Section 7. Master Plan Amendments.

- (a) Unless otherwise provided in this Ordinance, all amendments to the Master Plan shall be made in accordance with the UDO in effect at the time of the adoption of this Ordinance.
- (b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the Property, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Subject to the terms of this Section 7 and pursuant to Section 13.12.2.5 of the UDO, a change in the proportion of housing types, lot widths or lot sizes by 15 percent or less of the approved dwelling unit count shall be considered to be a minor amendment of the Master Plan and shall be administratively approved once such change or changes are determined to be in accordance with the regulations specified herein.
- (d) A total maximum of 365 single-family detached residences may be developed within Villages D, E and F.
- (e) A maximum of 165 multi-family townhome residences may be developed in Village C.
- (f) A maximum of 200 Senior Residences (as described below) may be developed in Village B.

- (g) No more than 33% of the residential lots in the Development may have the same lot width. For purposes of this requirement, residential lots shall include lots for single-family detached residences and lots for multi-family townhome residences.
- (h) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in this Section 7. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (i) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These land use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

Section 8. Land Uses.

- (a) The land uses authorized for the Development are as follows:
 - (1) Village A: Civic, Institutional, Park and Recreation Uses. Notwithstanding the foregoing, in the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 below. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.
 - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be located internal to and within the building(s) containing the Senior Housing/Residences/Senior Apartments. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD- 27 and shall not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the

individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.

In no event may the Senior Housing/Residences/Senior Apartments be owner occupied dwelling units. As a result, the Senior Housing/Residences/Senior Apartments shall be deemed to be a commercial use for purposes of Section 13.12 of the UDO.

(3) Village C: Multi-Family Townhome Residences.

(4) Villages D, E and F: Single-Family Detached Residences.

(b) As noted above in subparagraphs 8(a)(1) and 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village A and Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

(c) Notwithstanding anything contained herein to the contrary, the following land uses are prohibited in PDD-27:

- (1) Adult entertainment;
- (2) Auto business, etc.;
- (3) Automobile wrecking and/or junk salvage yard;
- (4) Commercial kennels;
- (5) Industrial mining;
- (6) Livestock auction house;
- (7) Lumber and/or building materials dealer;
- (8) Manufactured home type units;
- (9) Modular housing;
- (10) Motorized race and testing track;
- (11) Pistol, rifle, skeet range or turkey shoot;
- (12) Private or commercial horse stables;
- (13) Rooming and boarding houses;
- (14) Agricultural; and
- (15) Solid waste disposal and recycling station.

Section 9. Definitions. In this Ordinance, each of the following terms shall have the meaning assigned to it:

Accessory Uses – A use that is incidental or insubstantial in and of itself or in relation to the principal use.

Assisted Living - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home.

Assisted Living Apartments - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home. Residents are housed in Apartments style units

Attached Housing - A single dwelling unit attached to another dwelling unit on one or more sides.

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, picnic areas, recreation centers, water towers, public parks or any other cultural, civic or social use.

Commercial Use - Business and retail establishments providing consumer services and products.

Continuing Care - A facility that contains independent living units, assisted living units and skilled nursing facilities. Residents can transfer among levels of care as needs change. These facilities are commonly referred to as CCRCs.

Cul-de-sac - A cul-de-sac is a street that terminates in a vehicular turn-around. Cul-de-sac length shall be measured from the first point of intersection with an existing street to the center radius of the cul-de-sac bulb.

Density - The amount of residential and non-residential development permitted on the Property. The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 below.

Dependent Living Facility - Nursing homes, rest homes and homes for the aged which are designed for persons who need a wide range of health and support services located on the site, such as medical and nursing care, central dining, and transportation services. Residents are generally housed in apartment style units.

Developer - Sinacori Builders, LLC or its assignee(s), as provided in the Development Agreement.

Development Agreement - means the Development Agreement by and between Sinacori Builders, LLC and the County of Lancaster, dated as of _____, 2015, and approved by the County Council by passage of Ordinance No. 2015-1370.

Hospice - A home providing care for the sick, especially the terminally ill.

Independent Living - Nursing homes, rest homes and homes for the aged which are designed for older or disabled persons who do not require health and support services located on the site, such as medical and nursing care, central dining and transportation services. Each living unit within the facility is a self-contained dwelling unit.

Detached Housing - A single dwelling unit not attached to any other dwelling unit, with an open yard on all sides of the structure.

Land Use Designations- The use to which a particular area of the Property may be put as shown on the Master Plan.

Master Plan- The conceptual master plan for the development of the Property.

Memory Care - A distinct form of long-term skilled nursing that specifically caters to patients with Alzheimer's disease, dementia, and other types of memory problems.

Multi-Family Residence - A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch). For purposes of this Ordinance, a multi-family residence shall only include a senior multi-family residence.

Multi-family Apartment - A multi-family residential use other than a multi-family conversion or multi-family townhome. For purposes of this Ordinance, a multi-family apartment shall only include a senior multi-family apartment.

Multi-family Townhome Residence - A multifamily residential use in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one (1) other dwelling unit and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

Nursing Care - A facility that offers long-term care for individuals who need rehabilitation services or who suffer from serious or persistent health issues.

Open Space - Any area on the Property designated for use as a Park or Amenity Center, Floodway, Floodplain and/or Open Space on the Master Plan.

Property - All of the land comprising the Avondale mixed use development property and that is more particularly described above in Section 4.

Property Owner - The Developer of the Property or, as to a particular Village or component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights, as provided in Section 11(d) of this Ordinance.

Residential - Any residential land use permitted in the UDO.

Respite Care - Short-term care accommodation in a facility outside the home in which a loved one may be placed, providing temporary relief to caregivers

Retail Use - Any use associated with the sale of consumer goods, products or merchandise.

Retirement Community - Senior living facility that offers group dining services, basic housekeeping and laundry services, transportation to appointments and errands, activities, social programs, and access to exercise equipment. Typically supported by emergency live-in managers, management agency offices, and support amenities like pools, spas, clubhouses, and on-site beauty and barber salons, etc.

Senior Apartments - Most common type of independent senior living. Services usually include recreational programs, transportation, and meals service.

Senior Housing/Residences - Senior communities that offer single-family detached homes, duplexes, townhomes, cottages, condominiums or apartment-style independent senior living units and which offer residents the option to rent or buy their dwelling units.

Senior Day Care - A facility for the supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization,

physical assistance, and/or psychological assistance, return to their homes, or senior apartments each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home.

Single-Family Detached Residence - A residential use consisting of a single detached building containing one (1) dwelling unit and located on a lot containing no other dwelling units.

Villages- any one of the Components depicted on the Master Plan.

Section 10. Development Regulations.

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.
- (b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:
 - (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
 - (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road. The sidewalks installed by Developer along the Property's frontages on Harrisburg Road and Calvin Hall Road shall have a minimum width of 6 feet as more particularly depicted on the Master Plan. All other sidewalks shall have a minimum width of 4 feet as more particularly depicted on the Master Plan.
 - (3) Driveways - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").
 - (4) Buffers – Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. A 50 foot buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted

on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks.

Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided. More specifically, the minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the Master Plan due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

- (5) **Parking** - Parking shall be provided in accordance with Section 17 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) **Open Space Requirements** - For purposes of applying the Open Space requirements of Section 13.12.1.11.b of the UDO to the Development, trails, utility easements and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations provided that they meet the requirements of Section 13.12.1.11.b.ii.C of the UDO.
- (7) **Floodway Restrictions** - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (8) **Floodplain Restrictions** -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (9) **Submission Requirements** -- **Environmental Characteristics of the Site** - When submitting flood frequency information as a part of the subdivision approval process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings

or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.

- (10) Connectivity - The minimum connectivity index required for PDD-27 is 1.4.
- (11) Street Trees – Street trees shall be installed back of sidewalk and outside of the public right of way.

Section 11. Density/Intensity.

(a) Development density or intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single-Family Detached - Villages D, E and F	Up to 3.5 Dwelling Units/ Acre, On Average	Up to 365 Total Single-Family Detached Residences
Multi-Family Townhomes - Village C	Up to 6.6 Dwelling Units/ Acre, On Average	Up to 165 Total Multi-Family Townhome Residences
Senior Mixed Use - Village B		
Senior Residences/Apartments/ Senior Housing	Up to 8.0 Dwelling Units/Acre	Up to 200 Total Dwelling Units
Senior Daycare	N/A	Up to 6000 sq. feet of gross floor area
Commercial/Retail/Service in support of Senior Uses		Up to 15,000 sq. feet of gross floor area
Village A – Commercial/Retail/Service in Support of Senior Use**		Up to 6,500 sq. feet of gross floor area

** In the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

(b) The number of lots for single-family detached residences located within each of Villages D, E and F as depicted on the Master Plan may be altered by Developer in its discretion, provided that the total number of lots for single-family detached residences located in Villages D, E and F does not exceed 365.

(c)(1) Developer may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or units from any Village within the Property to any other Village within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined

with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

(c)(2) As used in this subsection (d) and in the definition of "Property Owner" in Section 9 of this Ordinance, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the Developer assigns its rights as property owner under this Ordinance to another person or entity with respect to a particular Village designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Village, the location where those units may be constructed within the Village, the number of units of a particular type that may be constructed within the Village, the minimum lot requirements for the Village (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Village. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Village by the Property Owner. The Assignment of Property Owner Rights shall not be used as a method to change the Master Plan which may be changed only in accordance with the provisions of this Ordinance and Section 13.12.2.5 of the UDO.

(c)(3) Developer shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this Ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the Property. The certificate will state the number of dwelling units and/or the amount, in acres, of commercial, retail or service uses, as applicable, that may be developed on the applicable various tracts. Developer must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

Section 12. Setbacks and Yards. (a) All lots within PDD-27 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single-Family Detached Villages D, E and F	20'	5'	25'
Multi-Family Townhome - Village C	20'	7'	25'
Senior Mixed Use Village B	25'	5'	15'
Village A	25'	5'	15'

(b) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.

- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the lot line and shall satisfy fire access and emergency management vehicular requirements.
- (e) Single family homes, multi-family townhomes, senior housing/residences/apartments, non-residential buildings and any other types of buildings may not encroach into the required buffers.

Section 13. Building Height. (a) Except as provided below, maximum building heights must comply with the requirements of the UDO:

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	50'
Senior Mixed Use - Village B	50'
Village A if not accepted by the County	50'
Civic/Institutional/Park and Recreation Uses	N/A

(b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the emergency preparedness department and the building and zoning department.

Section 14. Lot Size. (a) All lots shall contain the minimum number of square feet (sf) indicated in the following table:

Land Use	Minimum Lot Size*
Single-Family Detached - Villages D, E and F	6,500 sq. feet
Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use – Village B	
Commercial/Retail/Service in support of Senior Uses	No minimum lot size
Senior Day Care	No minimum lot size
Village A if not accepted by the County	No minimum lot size
Civic/Institutional/Park and Recreation Uses	No minimum Lot Size

(b) Lot size excludes all required buffers, road right-of-way, common open space, easements, 100 year floodplain, and other areas within a subdivision that typically are not controlled or developed by the lot owner.

Section 15. Lot Width. All lots shall meet or exceed the minimum widths indicated in the following table:

Land Use	Minimum Lot Width
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Village A if not accepted by the County	100'
Civic/Institutional/Park and Recreation Uses	No Minimum

Section 16. Front Loaded Single Family Residences. All lots for single family detached residences shall be front loaded.

Section 17. Buffers.

- (a) Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. A 50 foot wide buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan.

Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffers are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer.

- (b) Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided. More specifically, the minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the Master Plan due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.
- (c) If the Developer can demonstrate to the Chief Zoning Officer that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer

requirements of the UDO serve no meaningful purpose, then the Chief Zoning Officer shall refer the matter to the Planning Commission for consideration and the Planning Commission may waive the buffer requirements for that site.

Section 18. Parking.

- (a) All uses within the PDD may utilize on street parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this Development regardless of which section it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level parking garages are an allowed use in Village B of the PDD.
- (b) For commercial, retail or service uses located within the Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the senior residents.

Section 19. Roadways and Traffic.

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standards set forth in this section.
- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO and Chapter 26 of the Lancaster County Code, except as otherwise specified in subparagraphs (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) All internal roadways will be constructed in accordance with the following minimum standards:

	Street Standards	R/W Width
1. Local Limited Res. Street	22' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 27' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	66' r/w
4. Private Street/Drive Townhomes/Commercial	22' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

- (f) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.

Section 20. Street Lighting.

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Village shall be of uniform design and all lighting throughout the Property shall be complementary.
- (c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.
- (d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

Section 21. Model Homes and Other Buildings. Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office, provided that all applicable requirements of the Lancaster County Water and Sewer District are satisfied by Developer, and all applicable requirements of the South Carolina Department of Health and Environmental Control and other relevant governmental agencies are satisfied by Developer. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

Section 22. Mass Grading and Timber Harvesting. The Developer may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided that the Developer complies with section 12.11 of the UDO.

Section 23. Open Space. In addition to any other areas of the Development considered to be Open Space under the UDO, the facilities or areas set out in subparagraphs (a) and (b) below shall be considered to be Open Space.

- (a) A storm water detention facility shall be considered to be Open Space provided that the storm water detention facility meets the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(A)(4) of the UDO may be met by providing a walking trail to and around the storm water detention facility so that the storm water detention facility is accessible to the public.
- (b) Buffer areas shall be considered to be Open Space provided that the buffer areas meet the requirements of Section 13.12.1.11(b)(ii)(A) and 13.12.1.11(b)(ii)(B) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(B)(2) of the UDO shall be met by the provision of a minimum 6 foot wide sidewalk located adjacent to or within the buffer areas

as more particularly depicted on the Master Plan so that the buffer areas are conducive to actual use for passive recreational purposes by residents of the Development.

- (c) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density as provided below in Section 24.

Section 24. Density.

- (a) The land area of Village A, which may be devoted to civic/institutional/park and recreation uses, shall be utilized and considered when calculating the overall permitted density of the entire Development.
- (b) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density.
- (c) The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 hereof.
- (d) For purposes of determining the maximum permitted density, pursuant to Section 13.12.1.11(b)(vii) of the UDO, any calculation which results in a fraction equal to or greater than .51 shall be rounded upward to the next number. For example, 6.6 dwelling units per acre shall be considered to be 7 dwelling units per acre.

Section 25. Architectural Standards. The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

Section 26. Dedication of Village A to the County. As provided in the Development Agreement, Developer shall offer for dedication and conveyance to the County that approximately four (4) acre portion of the Development designated as Village A on the Master Plan for civic, institutional, park and/or recreation uses. Village A is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d)* of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County and Developer acknowledge that whether Village A is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of Village A and that the decision to accept and develop Village A is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of Village A, then Developer shall convey Village A to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County. No recycling centers,

convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on Village A. If the County should, in its discretion, decide not to accept Village A, then Developer shall be permitted, in its discretion, to retain Village A and either remove it from the PDD-27 or keep it in the PDD-27 and combine Village A with Village B, the Mixed Use Village. In the event that Developer determines to keep Village A in the PDD-27 and to combine it with Village B, then Village A may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 above. This 6,500 square feet of gross floor area in Village A shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept Village A, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer's planned use of Village B.

Section 27. 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 thereby.

Section 28. UDO. Any reference to the UDO set out in this Ordinance shall be deemed to refer to the requirements of the UDO in effect as of the effective date of this Ordinance.

Section 29. Controlling Ordinance. Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

Section 30. Effective Date. This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Friday, July 29, 2016 then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

1st reading:

2nd reading:

3rd reading:

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EXHIBIT A to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Master Plan

See attached.

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EXHIBIT B to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Density Exhibit

See attached.

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Density Exhibit

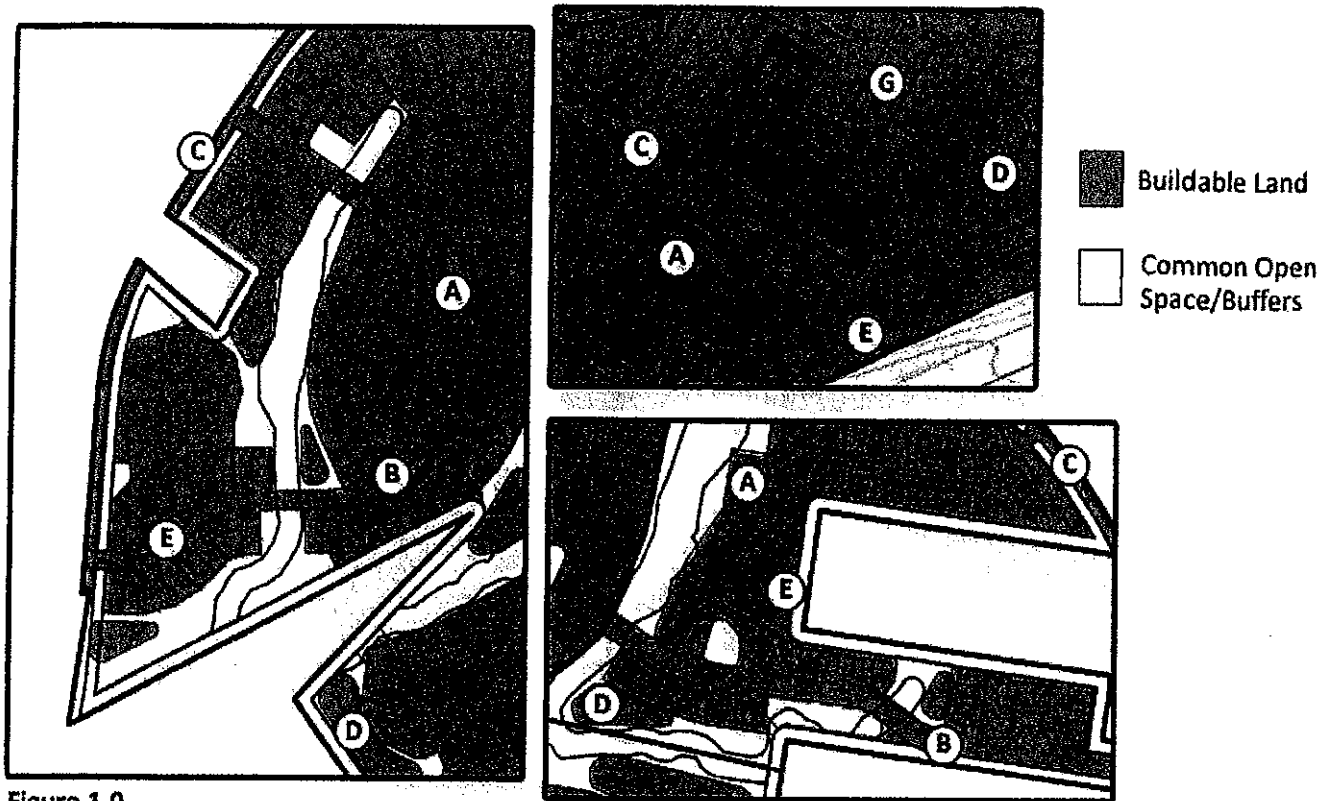


Figure 1.0
Conceptual layouts, for example only; not to scale

Per Lancaster County UDO, Section 13.12.1.11.b.viii - "Density": Density is based on buildable land. Common Open Space cannot be used to calculate density. Roads will be allowed to be included when determining density.

Buildable Land Includes (See Figure 1.0 above):

- (A) Lots (single family/multi-family/townhomes) and Buildings
- (B) Proposed rights-of way
- (C) Existing rights-of-way
- (D) Stormwater/water quality ponds/BMPs that are NOT included as Common Open Space
- (E) Strips of improved open area that are less than 50' wide and therefore do not qualify as Common Open Space and are NOT part of a required perimeter or road buffer
- (G) Parking lots

Example Density Calculation:

Proposed Lots/Units:	100 Lots
Buildable Area:	50 Acres
Proposed Density:	100 Lots/50 Acres = 2.0 DU/Acre

Agenda Item Summary

Ordinance # / Resolution# 2015-1386; 2015-1369; 2015-1370

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December 14, 2015

Committee: N/A

Issue for Consideration: Whether or not it is appropriate for County Council to rezone various parcels in the Panhandle section of Lancaster County from R-15P and B-3, General Commercial to a Planned Development District (PDD-27) to be known as Avondale and, simultaneously to enter into a Development Agreement with the developer of Avondale pursuant to the terms and conditions set forth in the third ordinance noted above?

Points to Consider: This rezoning and the associated Development Agreement previously has been subject to much controversy and disagreement, not only between the county staff and the various agents of the developer, but also among differing factions of the Panhandle community. The matter was previously considered by Council and before any action was taken, the issues were referred back to the Planning Commission with instructions being given to the County Attorney to work diligently with all interested parties to bring back to Council a "final" rezoning ordinance and a "final" development agreement ordinance that was suitable to the county staff and the developer. To the fullest extent possible, that has been accomplished. While the planning staff and the developer are in agreement, there were several recommendations made by the Planning Commission that were not part of the parties' negotiations. The County Attorney will address those recommendations and speak as to whether or not there is agreement among the parties.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinances

Recommendation: The Planning Department and the County Attorney recommend the approval of all three Ordinances.

The Lancaster News

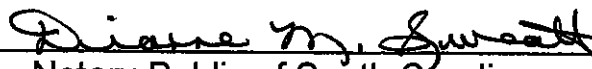
701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING LANCASTER COUNTY COUNCIL

The Lancaster County Council has scheduled a public hearing for Monday, December 14, 2015, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. The purpose of the public hearing is to receive public comment on the proposed Development Agreement (Avondale Development) by and between Sinacori Builders, LLC and Lancaster County, South Carolina. This public hearing is one of the two required public hearings for the proposed Development Agreement (Avondale Development). The Lancaster County Planning Commission will hold a public hearing on the proposed Development Agreement (Avondale Development) on Tuesday, November 17, at 6:30 p.m. in County Council Chambers, second floor of the County Administration Building, 101 North Main Street, Lancaster, South Carolina. At both public hearings and at any adjournment of them, all interested persons may be heard either in person or by their designees.

It is Lancaster County Council's intent to consider the proposed Development Agreement (Avondale Development). The property subject to the proposed Development Agreement (Avondale Development) is approximately 188.97 acres and is located in the Indian Land area of the County between Calvin Hall Road and Harrisburg Road. The tax map numbers for the property are 0005-00-077.00, 0005-00-076.00, 0005-00-075.01, 0005-00-075.00, 0005-00-074.03, (portion), 0005-00-093.04, 0005-00-093.05, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-089.00, 0005-00-089.01, 0005-00-083.00, 0005-00-079.01, and 0005-00-078.00. The development uses proposed on the property are a mix of single-family residential, multi-family residential and commercial. A copy of the proposed Development Agreement (Avondale Development) may be obtained at the office of the Clerk to Council, County Administration Building, second floor, 101 North Main Street, Lancaster, South Carolina or the office of the Lancaster County Planning Commission, County Administration Building, first floor, 101 North Main Street, Lancaster, South Carolina.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 10/16/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – SINACORI BUILDERS, LLC

Pursuant to Sections 23.5d and 23.5e of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from Sinacori Builders, LLC the proposed Development Agreement – Sinacori Builders, LLC/Avondale development

At its meeting on Tuesday, November 17, 2015, the Planning Commission conducted a public hearing on the proposed Development Agreement – Sinacori Builders, LLC. In addition, by a 6-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Sinacori Builders, LLC/Avondale development with the following conditions:

1. Section 3.01 (A) where it addresses buffer and berm variance to be modified to match the variance approved at the southern entrance off Harrisburg Road; the variance be granted for the reduced width, however, a minimum of a 6 foot wall be constructed on both the north and the south side of that entrance
2. Section 4.02- having to do with the payments costs on page 68 of our Planning Commission Packet (Avondale Development Agreement); the paragraph where it states shall contribute the sum of \$175,000 which shall be applied to the constructions costs of the roundabout, that it be reworded to indicate that the developer is responsible for the cost of construction of the roundabout with the exception of the fees that may come from RFATS and from Lancaster County School District. So in other words, all we are doing is removing the \$175,000 cap in the development agreement.
3. Add Section B. "Transfer of Development Rights" to paragraph 3.05 as was just indicated in the handout that we received and this is as specified in the memo to Debbie Hardin, Clerk to Council dated September 11, 2015 since we had approved it with those conditions once before then it should be in the conditions that we approve now. "The Chief Zoning Officer for the County must review compliance with this agreement by the Developer. If the Developer fails to comply with Section 3.05(A), 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. Be it noted that during this time of rebuttal and/or Consent No Development will be allowed to move forward by the Developer or his agents." (see attached letter)

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

September 11, 2015

Telephone (803) 285-6005

Fax (803) 285-6007

Ms. Debbie Hardin, Clerk to Council
Lancaster County Administration Department
101 N. Main Street
Lancaster, SC 29721

RE: **ADDENDUM TO PLANNING DEPARTMENT STAFF REPORT
PDD-015-027 (AVONDALE)**

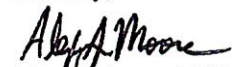
Ms. Hardin,

The below three items are submitted as an addendum to the staff report generated by the Lancaster County Planning Department on September 1st, 2015. These include "conditions" that were included as part of the 5-1 affirmative recommendation made by the Planning Commission on July 21st, 2015.

1. Within the PDD-27 Ordinance, add "**AGRICULTURAL**" to the list of uses not allowed within PDD-27.
2. Within the PDD-27 Ordinance, insert the word "**UNDISTURBED**" in any portion of the document that references "40-foot buffer." Thus the revised verbiage is "**UNDISTURBED 40-FOOT BUFFER.**"
3. Within the PDD-27 Development Agreement, the Lancaster County Chief Zoning Officer will be tasked with reviewing compliance with the Development Agreement before land transfers take place. Thus recommend that Article III, Section 3.05 "Transfer of Development Rights", be amended to add/include a subsection (B) which reads as follows: "**THE CHIEF ZONING OFFICER FOR THE COUNTY, MUST REVIEW COMPLIANCE WITH THIS AGREEMENT BY THE DEVELOPER. IF THE DEVELOPER FAILS TO COMPLY WITH SECTION 3.05(A), 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. BE IT NOTED THAT DURING THIS TIME OF REBUTTAL AND/OR CONSENT NO DEVELOPMENT WILL BE ALLOWED TO MOVE FORWARD BY THE DEVELOPER OR HIS AGENTS.**"

If you have any questions or concerns please contact me at (803) 416-9395.

Sincerely,



Alex J. Moore, AICP
Planner II

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1370

COUNTY OF LANCASTER

)

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR 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) Lancaster County 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 by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

(b) Sinacori Builders, LLC, seeks to enter into a development agreement with Lancaster County relating to the Avondale development; and

(c) the Act and Ordinance require a development agreement to be approved by the county governing body by the adoption of an ordinance.

Section 2. Approval of Agreement; Authorization to Act.

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its

terms, provisions and conditions. The Development Agreement 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 Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

B. The Council Chair and Council Secretary are each authorized to execute and deliver any related instruments, documents, certificates and other papers as are necessary to effect the delivery of the Development Agreement. The Council and its duly elected or appointed officers and any other County official are authorized to take any and all action as may be necessary to effectuate the purposes of this ordinance.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

And it is so ordained, this ____ day of _____, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	November 17, 2015	
First Reading:	December 14, 2015	Tentative
Council Public Hearing:	December 14, 2015	Tentative
Second Reading:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

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Exhibit A to Ordinance No. 2015-1370

**Development Agreement
Between
Sinacori Builders, LLC, and the County of Lancaster
Avondale Development**

See attached.

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----- (Space above this line for recording use) -----

STATE OF SOUTH CAROLINA)	DEVELOPMENT AGREEMENT
)	
COUNTY OF LANCASTER)	AVONDALE DEVELOPMENT

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the __ day of January, 2016 (“Agreement Date”), by and between **SINACORI BUILDERS, LLC** (“Developer”), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 179.35 acres, more or less, located between Calvin Hall Road and Harrisburg Road in the Indian Land section of the County and known as the Avondale development.

WHEREAS, Developer has submitted an application to the County requesting that the property comprising the Avondale development be rezoned to Planned Development 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 more fully protect the Developer’s development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned 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 they 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 the date of this Agreement as set forth above.

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

(4) “County Council” means the governing body of the County.

(5) “Developer” means Sinacori Builders, 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.

(6) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(7) Reserved.

(8) “Laws and Land Development Regulations” means the County’s applicable rules and regulations governing development of real property as set forth on Exhibit E hereto. A copy of the Laws and Land Development Regulations, as of the Agreement Date, is on file in the County Planning Department.

(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. 2015-1369” or “PDD-27” means Ordinance No. 2015-1369 of the County zoning the Property Planned Development District.

(11) “Ordinance No. 2015-1370” means Ordinance No. 2015-1370 of the County approving this Agreement.

(12) “Parties” means County and Developer.

(13) Reserved.

(14) “Property” means the land, and any improvements thereon, described in Section 1.04.

(15) “Sinacori Related Entity” means (i) an entity that is owned or controlled by Developer, or is owned or controlled by any entity that owns at least a fifty percent (50%) membership interest in Developer; and (ii) any entity that is the successor in interest to Developer via merger or operation of law.

(16) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. 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.

(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.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Avondale development.

Section 1.05. Zoning. The Property is zoned Planned Development District pursuant to Ordinance No. 2015-1369.

Section 1.06. Permitted Uses. (A) PDD-27 provides for the development uses on the Property, including population densities, building intensities and height.

(B) All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the standards contained in PDD-27 apply and if no specific standard is contained in PDD-27, then the standards contained in the UDO apply.

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 (i) is responsible for the development of the Property when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement. It is the express intention of the Parties that the obligations of this Agreement are intended to run with the Property. If the Property is sold, either in whole or in part, and the Developer’s obligations are transferred to a purchaser or successor in title to the Property as provided herein and in Section 3.05 below, Developer shall be relieved of any further liability for the performance of Developer’s obligations as provided in this Agreement as it relates to the portion of the Property sold if the Developer is then current with its obligations pursuant to 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 represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1370 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. 2015-1370 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 twenty-five (25) or more, the same being approximately one hundred and seventy-seven (177) acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and that, following acquisition, Developer shall be the only legal and equitable owner of the Property.

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the Developer 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 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.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E 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 the zoning classification set forth in PDD-27, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(D) Except as may be otherwise provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E)(1) 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 PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(2) To the extent that PDD-27 may contain zoning and development standards which conflict with zoning and development standards in the UDO, the standards contained in PDD-27 supersede all other standards and PDD-27 is deemed controlling except as provided in subsection (E)(1).

(F) For purposes of Subsection (D) of this Section 3.01 and Section 3.03(A)(3), the Laws and Land Development Regulations are anticipated to be amended subsequent to the Agreement Date to provide for requirements and standards applicable to storm water runoff conveyance systems and drainage improvements. The anticipated amendments are expected to include, but not be limited to, minimum standards for the design and sizing of storm drainage piping systems and access easements. These amendments to the Laws and Land Development Regulations will apply to the Property.

Section 3.01A. Buffer/Berm Variances Allowed. Two variances from the buffer standards are hereby granted. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided. More specifically, the minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the Master Plan due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

Section 3.01B. Sidewalks. Developer agrees to include sidewalks on Calvin Hall Road, Harrisburg Road, and within the development. The sidewalks on Calvin Hall Road and Harrisburg Road will be built in coordination with the South Carolina Department of Transportation's road section requirements and shall be built to a width of six (6) feet. The responsibility of maintaining those sidewalks shall rest with the Property Owners Association. The sidewalk construction requirement on Calvin Hall Road and Harrisburg Road is limited to the areas where Calvin Hall Road and Harrisburg Road abut the Developer's Property identified herein that the Developer controls. At the Developer's discretion, sidewalks may be built within the Project's buffer areas. The purpose for the sidewalks is to promote the walkability of the development.

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 Sections 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.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations. (A) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer that materially affected the terms and provisions of this Agreement.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, fire 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 building, housing, electrical, plumbing, fire 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) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights. 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 subject to the transfer, and, if applicable, the amount of non-residential development subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. 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. This provision does not apply to the purchaser or other successor in title to the 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.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

Section 4.01A. School Payments. Developer agrees to pay to the County for the benefit of the Lancaster County School District THREE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00) upon the earlier of either May 1, 2017 or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment. As used in this section, "Developer" means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01B. Funds for Public Safety. Developer agrees to pay County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) upon the earlier of either May 1, 2017, or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the "Public Safety Payment"). Upon receipt of the Public Safety Payment, the 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 and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion

of the County Council. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01C. Dedication of Institutional Land. Developer shall offer for dedication and conveyance to the County that approximately four (4) acre portion of the Development designated as Village A on the Master Plan (the “Institutional Land”) for civic, institutional, park and/or recreation uses. The Institutional Land is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the commercial development requirement set out in Section 13.12.1.11(d)* of the UDO. (This is in addition to Village B, which on its own shall satisfy this commercial development requirement). County and Developer acknowledge that whether the Institutional Land is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of the Institutional Land and that the decision to accept and develop the Institutional Land is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of the Institutional Land, then Developer shall convey the Institutional Land to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the County. No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on the Institutional Land. If the County should, in its discretion, decide not to accept the Institutional Land, then Developer shall be permitted, in its discretion, to retain the Institutional Land and either remove it from the PDD-27 or keep it in the PDD-27 and combine the Institutional Land with Village B, the Mixed Use Village. In the event that Developer determines to keep the Institutional Land in the PDD-27 and to combine it with Village B, then the Institutional Land may be developed with a freestanding building containing a maximum of 6,500 square feet of gross floor area devoted to commercial, retail and service uses that are accessory to and in support of the senior uses described in Section 8 of the PDD-27 Ordinance. This 6,500 square feet of gross floor area on the Institutional Land shall be in addition to the 15,000 square feet of gross floor area that may be developed in Village B and devoted to commercial, retail and service uses in support of the senior uses.

If the County should, in its discretion, decide not to accept the Institutional Land, then Developer shall nonetheless be deemed by the County to have satisfied the commercial development requirement of Section 13.12 of the UDO because of Developer’s planned use of Village B.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than April 30, 2016, 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 ("SCDOT") 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.

(b) The Master Plan calls for the realignment of Calvin Hall Road, a state road that is not a road within the Property. A condition of this Development Agreement is that the Developer must receive approval for the proposed realignment of Calvin Hall Road from the SCDOT. Developer shall be responsible for the costs associated with the realignment of Calvin Hall Road and for the completion of the realignment project in accordance with the requirements of the SCDOT.

(c) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. 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 SCDOT. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(d) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the

County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

(e) Roundabout. The parties expect that the SCDOT will construct a roundabout at the intersection of Calvin Hall Road and Harrisburg Road ("Roundabout"), both of which are state roads that are not considered roads within the Property. County prefers the construction of the Roundabout over adding signalization and left turn lanes at the intersection of Calvin Hall Road and Harrisburg Road and Developer agrees to support the Roundabout in concept before the SCDOT and other governmental bodies. If the Roundabout is approved and built by SCDOT, and if no other intersection improvements are required from the Developer by the SCDOT or pursuant to the TIA prior thereto, then Developer acknowledges that it would avoid incurring the costs of intersection signalization and certain left turn lane construction as contemplated by Sections 4.04(A)(1)(c) and (d) above. If the Roundabout is built, and provided that the realignment of Calvin Hall Road described in Section 4.04(A)(1)(b) is approved as requested by Developer, then Developer and County agree that Developer (i) shall dedicate at no cost to County or the State of South Carolina right-of-way from the Property that is reasonably required for the construction and maintenance of the Roundabout; and (ii) shall contribute the sum of \$175,000.00 which shall be applied to the construction costs of the Roundabout, provided that the amount of this monetary contribution toward the Roundabout shall be reduced by any out-of-pocket amounts Developer is required to pay for any other interim or permanent improvements for the Calvin Hall Road and Harrisburg Road intersection as contemplated by Sections 4.04(A)(1)(c) and (d) above.

(2) Developer is responsible for all construction and maintenance, and the costs thereof, associated with the roads within the Property. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association, or similar organization.

(3) Developer agrees to maintain the landscaping at the entrance to the Property and obtain any necessary easements therefor from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' or property owners' association, or similar organization.

(4) County is not responsible for any construction, maintenance, or costs associated with the roads within the Property. Developer acknowledges that County will not accept the roads within the Property into the County road system for any purpose, including, but not limited to, maintenance. Developer shall provide to County, prior to final plat approval, documentation that a homeowners' or property owners' association, or similar organization is responsible for the perpetual maintenance of the roads within the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water 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 in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. 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 sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control (DHEC) or its successor agency. All storm water systems and improvements 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.

(E) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. The Property is located in the Pleasant Valley Fire Protection District and fire services will be provided by the Pleasant Valley Fire Department, or successor entities.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) 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.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.05. Reserved.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement, PDD-27 or the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Reserved.

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 Copy to: County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)

Lancaster, SC

And to Developer: Sinacori Builders, LLC
Attn: Russ Sinacori
P.O. Box 471785
Charlotte, NC 28247

With Copy to: Sinacori Builders, LLC
Attn: John H. Carmichael
Robinson Bradshaw & Hinson, P.A.
101 North Tryon Street, Suite 1900
Charlotte, North Carolina 28246

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. 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 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 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.

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer 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 Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after making the finding and determination of a material breach, 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, (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. Unless otherwise provided in this Agreement, 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. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

Section 5.15. Governing Law; Jurisdiction; and Venue. (A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (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., Friday, July 29, 2016, 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.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below found.

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)
COUNTY OF _____)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Sinacori Builders, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires: _____

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By:

Bob Bundy, Chair, County Council

Date:

By:

Steve Harper, Secretary, County Council

Date:

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 2016.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires:_____

Exhibit A
Property Description

Avondale Development

Tax Map No. 1 – 0005-00-077.00
Tax Map No. 2 – 0005-00-076.00
Tax Map No. 3 – 0005-00-075.01
Tax Map No. 4 – 0005-00-075.00
Tax Map No. 5 – a portion of 0005-00-074.03
Tax Map No. 6 – 0005-00-093.04
Tax Map No. 7 – 0005-00-093.05
Tax Map No. 8 – 0005-00-092.00
Tax Map No. 9 – 0005-00-091.03
Tax Map No. 10 – 0005-00-091.00
Tax Map No. 11 – 0005-00-089.00
Tax Map No. 12 – 0005-00-089.01
Tax Map No. 13 – 0005-00-083.00
Tax Map No. 14 – 0005-00-079.01
Tax Map No. 15 – 0005-00-078.00

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	February 1, 2016	September 30, 2016
Phased Land Development	October 1, 2016	June 30, 2020
Home Construction Starts	April 1, 2017	June 30, 2023
Year 1 Home Closings – Approx. 85 per year	July 1, 2017	June 30, 2018
Year 2 Home Closings – Approx. 85 per year	July 1, 2018	June 30, 2019
Year 3 Home Closings – Approx. 85 per year	July 1, 2019	June 30, 2020
Year 4 Home Closings – Approx. 85 per year	July 1, 2020	June 30, 2021
Year 5 Home Closings – Approx. 85 per year	July 1, 2021	June 30, 2022

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 seven hundred and thirty (730) residential units, comprising: Up to 365 single-family detached units, up to 165 multi-family townhomes, and up to 200 multi-family senior residences, as further described in the PDD-27, see Sections 6, 7, 8 and 11, and the Master Plan for PDD-27. Commercial development shall be allowed as an accessory use within the senior residences area, Village B, only.

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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, Developer has contractual rights to acquire the Property and, following acquisition, Developer shall be the only legal and equitable owner of the Property. As of the Agreement Date, the legal owners of the Property are Hawfield Trust (Tax Map No. 0005-00-077.00); Hawfield Group LLC (Tax Map No. 0005-00-076.00); Withers (Tax Map No. 0005-00-075.01); Withers (Tax Map No. 0005-00-075.00); Moore (portion of Tax Map No. 0005-00-074.03); Hood (Tax Map No. 0005-00-093.04); Devinney (Tax Map No. 0005-00-093.05); Hudson (Tax Map No. 0005-00-092.00); Patterson, Alan (Tax Map No. 0005-00-091.03); Smith (Tax Map No. 0005-00-091.00); Harvell (Tax Map No. 0005-00-089.00); Harvell (Tax Map No. 0005-00-089.01); Patterson, Carl (Tax Map No. 0005-00-083.00); Blakely (Tax Map No. 0005-00-079.01); and Owsley (Tax Map No. 0005-00-078.00).

(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.

(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.* See Section 4.01C. Developer also 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, 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.*

(K) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(L) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(M) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Section 3.01(B) and Exhibit E.*

(N) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(O) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(P) *a provision relating to the amendment, cancellation, modification or suspension of the agreement. See Section 5.02.*

(Q) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(R) *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.*

(S) *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.*

(T) *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).*

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Sections 1.09(B) and (C), Section 3.05 and Section 5.14.*

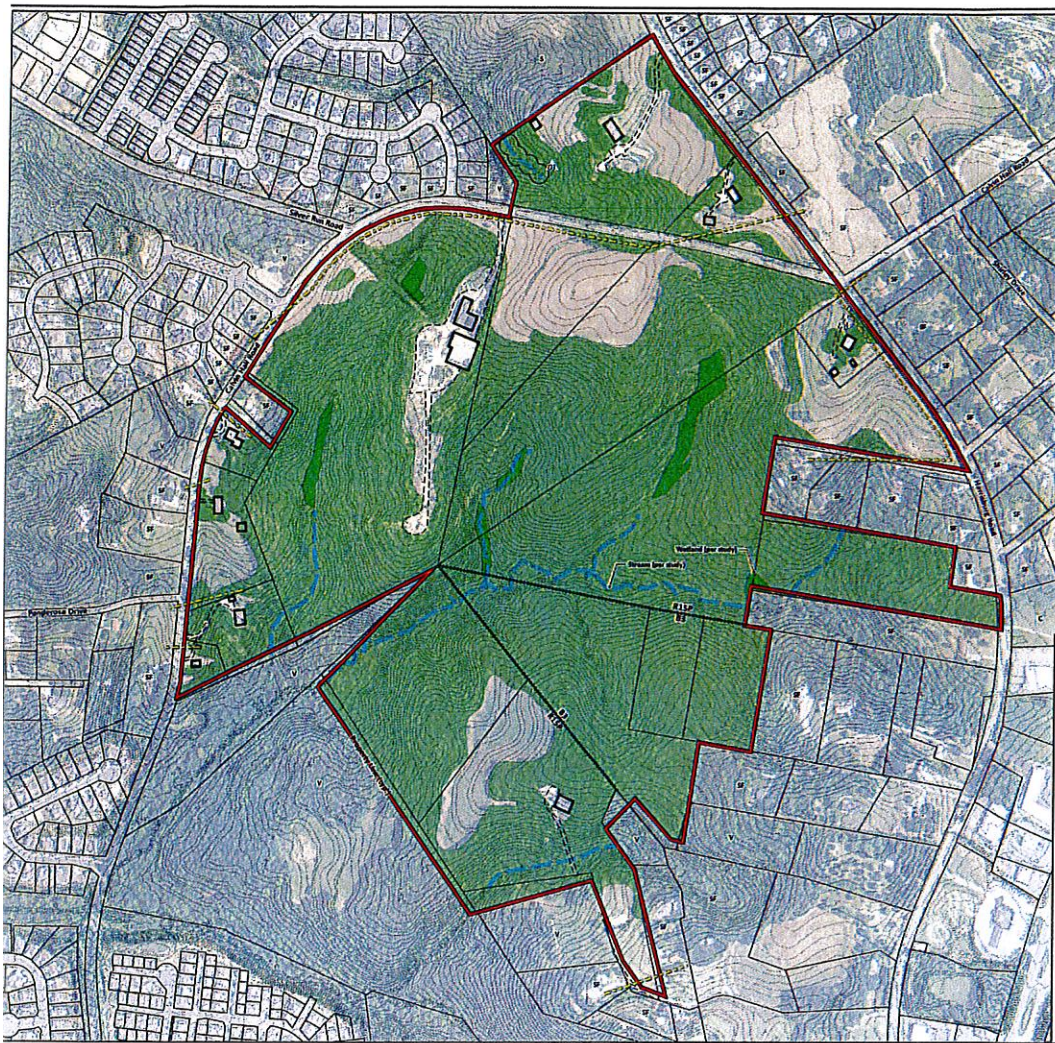
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Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-1369, zoning the Property Planned Development District.
2. Ordinance No. 2015-1370, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County. A copy of the UDO is filed in the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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Exhibit F
Master Plan



Vicinity Map
Not to Scale

Site Data

Tax Parcels: 0005-00-029.01, 0005-00-078.00, 0005-00-089.01, 0005-00-089.02, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-083.00, 0005-00-091.00, 0005-00-075.01, 0005-00-075.02, 0005-00-079.01, & a portion of 0005-00-074.03

Total Acreage: up to 179.35 Acres
Senior Village: up to 21 Acres
Residential Area: up to 158.35 Acres

Location: Lancaster County, SC

Zoning: 9-3 (General Commercial District)
9-1SP (Moderate Density Residential/Agricultural Parkland District)

Legend

Property Line
Property lines on sheets 1 and 2 have been illustrated with distances and dimensions shown to scale.

Tree Cover/Wooded Areas
The project area consists of forested land areas that are located by the legend. Typical inventory vegetation includes sweetgum, live oak, white oak, cypress, pine, and other species of native hardwoods. Common understory species include live oak, cypress, and other species of native hardwoods. The project area is located on the site of the former 9-3 (General Commercial District) and 9-1SP (Moderate Density Residential/Agricultural Parkland District) zones. The project area is located on the site of the former 9-3 (General Commercial District) and 9-1SP (Moderate Density Residential/Agricultural Parkland District) zones. The project area is located on the site of the former 9-3 (General Commercial District) and 9-1SP (Moderate Density Residential/Agricultural Parkland District) zones.

Stream/Wetland
Stream/Wetland information is based on preliminary information obtained from "Topographic Survey of the Project Area" prepared by Thompson & Smith, Inc., dated July 8, 2015. There are no other maps or data available on the project.

Vehicle Access/Driveway
Existing driveway and driveway identified per available Lancaster County parcel maps.

Below Ground Utility Lines
Existing utility lines identified per Lancaster County parcel maps.

Existing Structures
Existing structures located per available Lancaster County parcel maps and aerial imagery and details of existing structures, outbuildings, and industrial buildings that range in size from approximately 300 to 400 sq ft.

Zoning District Line
Zoning District boundaries are based on information obtained from Lancaster County GIS data.

Use of Adjacent Properties
Single Family Residential
Medium Density Residential
Commercial
School

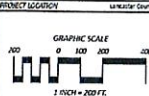


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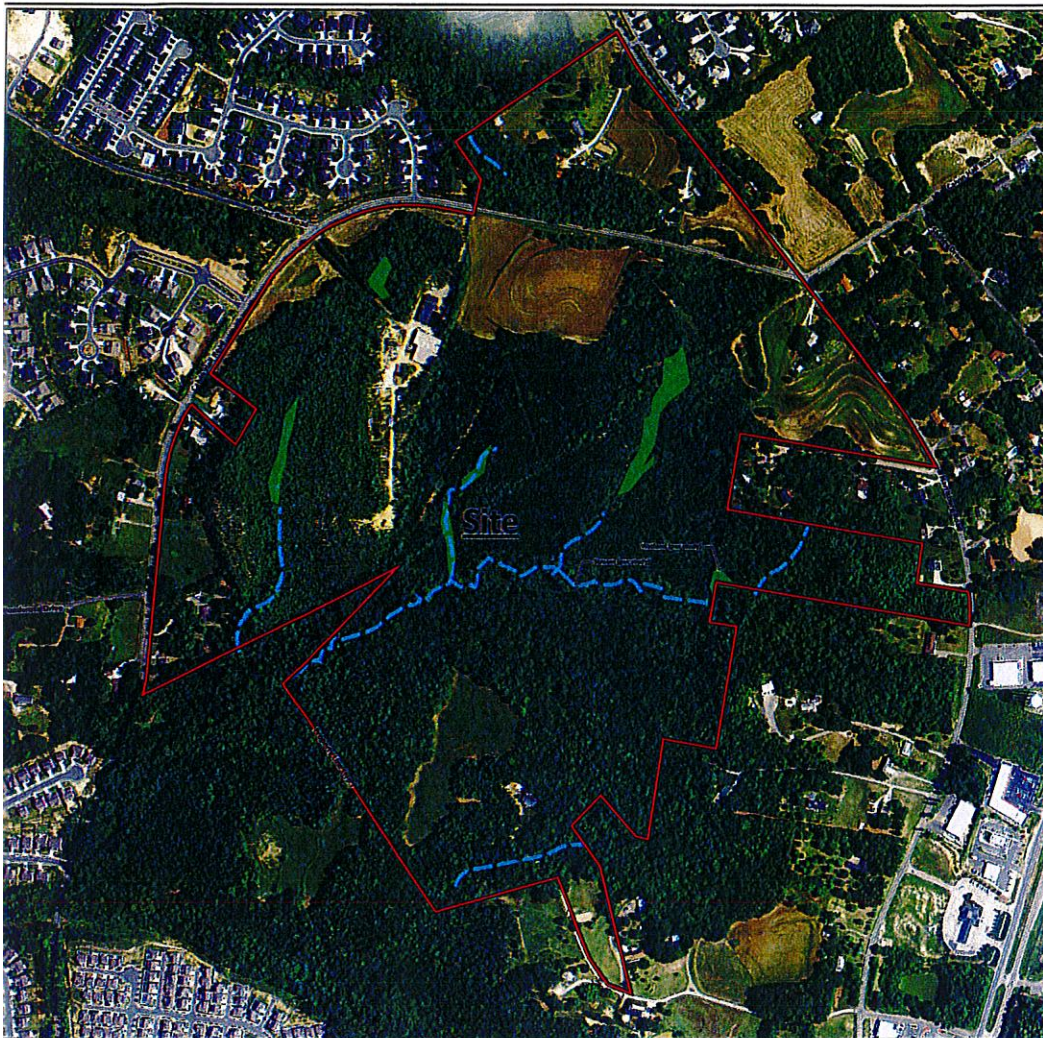
Avondale

Existing Features



DATE	BY	REVISION
01/15/15	GW	Initial Design
02/10/15	GW	Final Design
03/10/15	GW	Final Design
04/10/15	GW	Final Design
05/10/15	GW	Final Design
06/10/15	GW	Final Design
07/10/15	GW	Final Design
08/10/15	GW	Final Design
09/10/15	GW	Final Design
10/10/15	GW	Final Design
11/10/15	GW	Final Design
12/10/15	GW	Final Design

2 of 3



Site Data

Tax Parcel(s): 0005-00-083.00, 0005-00-078.00, 0005-00-089.01, 0005-00-089.02, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.01, 0005-00-083.00, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, & a portion of 0005-00-074.03

Total Acreage: up to 179.35 Acres
Senior Village: up to 21 Acres
Residential Area: up to 158.35 Acres

Location: Lancaster County, SC

Zoning:
Existing: R-3 (General Commercial District)
R-3SP (Moderate Density Residential/
Agricultural Panhandle District)
Proposed: PDD-27

Avondale Mixed Use District Existing Features Summary

Following is a summary of existing features for the proposed Avondale Mixed Use District (PDD-27). The information provided has been prepared and compiled using a streambedwalk study, "SMA Survey for Streambedwalk" prepared by LSA, dated July 21, 2023, and readily available public information sources including Lancaster County GIS, Remap, Google Earth, and other readily available sources in order to identify the natural, man-made, and legal features of the site and its vicinity. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose. The information is provided for informational purposes only and is not intended to be used for any other purpose.

Existing Natural Features:

1. Wooded Area: The project area consists of wooded land with trees that are identified by the legend on sheet 1 of the survey. Typical existing vegetation includes sweetgum, live oak, white oak, cypress, and other native species. Common understory species found on the site include cypress, live oak, cypress, and other native species. Common understory species found on the site include cypress, live oak, cypress, and other native species.
2. Based on the above mentioned public information sources, no on-site or agricultural features are identified on site. The applicant is in the process of gathering additional information, including a boundary survey, to better understand and identify applicable features.
3. Through inspection of the above mentioned data, no on-site or agricultural features are identified on site. The applicant is in the process of gathering additional information, including a boundary survey, to better understand and identify applicable features.

Existing Manmade Features:

1. Vehicle accommodation areas include various driveways, unpaved paths, and partially paved circulation areas that are illustrated on sheet 1 of the survey. These features have been identified on the site and are located within the Lancaster County aerial imagery. They do not appear to be improved or designated parking spaces or lots. Driveway areas appear to be unpaved and are used to accommodate a single lane of traffic and have no apparent designated direction of travel. An exception exists on parcel 0005-00-075.00 where there is an existing gravel/rock type surface, which includes various scattered outdoor storage and unpaved vehicular areas. This site includes a large warehouse type building along with several small storage type structures.
2. Through inspection of the above mentioned data, no streets, public improved roads, sidewalks, or other features identified by surface materials were identified on site. The applicant is gathering additional information, including a boundary survey, to better understand the presence or absence of these features.
3. Through inspection of the above mentioned data, it does not appear that curbs, gutters, catch basins or catch pits, drainage pipes, or other improved storm water or drainage facilities (including manholes, pipes, and drainage ditches) were identified on site. However, natural storm water runoff patterns exist, flowing towards the center of the property. The applicant is gathering additional information, including a boundary survey, to better understand these features.
4. Through inspection of the above mentioned data, it does not appear that public underground utility lines (including water, sewer, electric, gas, cable, and telecommunications) exist on site. However, the applicant is gathering additional information, including a boundary survey, to better understand these features.
5. Aerial imagery from Google Earth and Lancaster County aerial imagery have been reviewed on sheet 1 of the survey. Exact locations of storm lines, water features, and other utility facilities (including pipes and hydrants) were not identified through an inspection of the above mentioned data. The applicant is gathering additional information, including a boundary survey, to better understand these features.
6. Buildings and structures on site have been located using aerial imagery and are in the vicinity of the above mentioned data. No signs were identified through an inspection of the above mentioned data sources.
7. Through inspection of the above mentioned data sources, no on-site light towers or public utility collection areas and/or substations were identified on site. The applicant is gathering additional information, including a boundary survey, to better understand these features.

Existing Legal Features:

1. Two zoning designations currently exist on site: R-3 and R-3SP. Zoning district lines are identified on sheet 1 of the survey, per Lancaster County zoning map.
2. Property lines have been shown and dimensioned to scale, based on Lancaster County GIS resources, with a total site area consisting of 47,179.75 Acres.
3. Street right of way lines appear to coincide with property lines along primary street frontage. The applicant is gathering additional information, including a boundary survey, to better understand these features, as well as other easement lines.



P.O. Box 7829
Charlotte, NC 28214
Tel: 704.444.4449
Fax: 704.444.4449
www.espprojects.com

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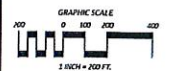


P.O. Box 471785
Charlotte, NC 28247

Avondale

Existing Features Notes & Aerial

PROJECT LOCATION: Lancaster County, SC



PROJECT LOCATION: 0005-00-083.00
SUBMITTAL DATE: 10/10/2023
DRAWN BY: GW
CHECKED BY: GW

AGENCY / MATERIAL REVIEW

NO.	DATE	BY	REVISION
01	10-10-23	GW	Initial design and layout
02	10-10-23	GW	Revised design and layout
03	10-10-23	GW	Revised design and layout
04	10-10-23	GW	Revised design and layout
05	10-10-23	GW	Revised design and layout
06	10-10-23	GW	Revised design and layout

Agenda Item Summary

Ordinance # / Resolution# 2015-1382

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December 14, 2015

Committee: N/A

Issue for Consideration: Whether or not it is appropriate for County Council to require in the future that the County Administrator, the County Attorney and the Director of Economic Development all reside within the boundaries of Lancaster County during the term of their employment.

Points to Consider: There have been discussions and public debate among Council member as to the advantages and/or disadvantages of having certain key members of Lancaster County's staff being permanent residents of the county during their employment. This Ordinance has been prepared based upon the directive of Council following those discussions among the policy makers.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinance.

Recommendation: Staff has no recommendation inasmuch as it is a policy decision of Council whose directive previously has been rendered.

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2015-1382

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND ARTICLE IV, SECTION 2-133 OF THE LANCASTER COUNTY CODE OF ORDINANCES SO AS TO REQUIRE THAT ALL FUTURE AMENDMENTS TO THE LANCASTER COUNTY PERSONNEL POLICY BE ACCOMPLISHED THROUGH COUNCIL'S PASSAGE OF AN ORDINANCE RATHER THAN BY RESOLUTION; FURTHER, TO AMEND ARTICLE IV OF THE LANCASTER COUNTY CODE OF ORDINANCES SO AS TO ADD THERETO SECTION 2-132.1 WHEREIN SHALL BE SET FORTH CERTAIN LANCASTER COUNTY RESIDENCY REQUIREMENTS FOR THE STAFF POSITIONS OF COUNTY ADMINISTRATOR, COUNTY ATTORNEY AND DIRECTOR OF ECONOMIC DEVELOPEMNT.

WHEREAS, through the passage of Ordinance #1066 on November 9, 2010, Council did amend the Lancaster County Code of Ordinances, Article IV, Section 2 so as to permit personnel policies to be amended by resolution; and

WHEREAS, upon the advice and opinion of the present County Attorney, Council has concluded that conformity with both South Carolina statutory law, Section 4-9-30(7), and Section 2-61 of the Lancaster County Code of Ordinances dictates that future additions and amendments to Article IV, Personnel Policy, be adopted through the passage of an ordinance; and

WHEREAS, in conjunction with Council's conclusion that the best interests of Lancaster County will be served through certain staff management personnel having a greater knowledge of the county's activities and a closer working relationship with both local municipalities and corporate citizens, Council has determined that a prospective residency requirement be established for three (3) positions, including the County Administrator, the County Attorney and the Director of Economic Development as set forth hereinafter.

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:

1. Section 2-133 of the Lancaster County Code of Ordinances is amended to the extent that the second and final in that section shall be removed and the following language shall be substituted therefor:

County Council shall adopt such county personnel policy and amendments thereto by ordinance.

2. Prior action by Council regarding personnel policy decisions, whether made by resolution or otherwise, shall be considered as lawful and binding.

3. Effective upon passage of this ordinance, the Lancaster County Code of Ordinances shall be amended so as to add Article IV, Section 2-132.1, which shall read as follows:
- a. On or after March 1, 2016, the County Administrator, the County Attorney and the county's Director of Economic Development shall reside permanently within the boundaries of Lancaster County during the entire period of employment.
 - b. Unless otherwise modified by Council because of unusual circumstances, permanent residency shall be established within six (6) months following the staff member's acceptance of employment.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: December 14, 2015 (Tentative)
Second Reading: January 11, 2016 (Tentative)
Third Reading: January 25, 2016 (Tentative)

Agenda Item Summary

Ordinance # / Resolution#:	Ordinance 2015-1383
Contact Person / Sponsor:	Darren Player/ Steve Willis
Department:	EMD-Fire Service/ Admin
Date Requested to be on Agenda:	December 14, 2015

Issue for Consideration:

Ordinance to proceed with fire apparatus purchase.

Points to Consider:

We will pay for the base apparatus order with Fund Balance and be reimbursed by bond proceeds this spring.

Departments are generally paying for truck upgrades with departmental funds. Pleasant Valley and Indian land will be paying for the upgrade from tanker to pumper – tanker with funds earmarked for public safety enhancements in the panhandle area. This money has come from Development Agreement fees.

Funding and Liability Factors:

See attachment for details on funding amounts and station payments.

The new apparatus will be fully NFPA compliant and comes with the recommendation of the Fire Commission.

Once the new apparatus is received all stations will have a compressed air foam pumper. This will greatly enhance the ability to save lives and property.

Council Options:

Approve or reject the ordinance.

Staff Recommendation:

Approve the ordinance and accompanying Resolution authorizing the issuance of the Purchase Order.

Committee Recommendation:

Approval from the Public Safety Committee.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2015-1383

AN ORDINANCE

TO AMEND ORDINANCE NO. 2015-1356, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY 2015-2016), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2015-1356 is amended to read:

- A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2015 and ending June 30, 2016 ('FY 2015-2016):

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
County Debt	1,859,931
County Transportation Committee Fund	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	45,356,126 52,129,587
Indian Land Fire Protection District Fund	522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	417,344

Recreation Fund	2,447,396
Victims Services Fund	86,605
Development Agreements Fund	0
	403,899
Bond Fund	0
	6,655,340

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2(A) of Ordinance No. 2015-1356, for the following items:

General Fund			
	Supplemental Revenue- Bond Fund Transfer	6,655,340	
	Fund Balance Transfer to Bond Fund		6,655,340
	Supplemental Revenue- Intergovernmental	118,121	
	Municipality upgrade to current apparatus		118,121
Bond Fund	Supplemental Revenue- General Fund Transfer	6,655,340	
	Fire Trucks		6,655,340
	Supplemental Revenue-GO Bond	6,655,340	
	Transfer to General Fund		6,655,340
Development Agreements Fund	Supplemental Revenue- Development Agreement payments	403,899	
	Indian Land Fire District and Pleasant Valley Fire District Pumper-Tankers		403,899

(c) Reimbursement of Certain Expenditures. County Council hereby declares that this Ordinance No. 2015-1383 shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of general obligation bonds to be issued for the purchase of the fire trucks (the "Expenditures"). The County anticipates incurring the Expenditures prior to the execution and delivery by the County of general obligation bonds for such purposes in an amount not to exceed \$7,000,000. To be eligible for reimbursement of the Expenditure, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the fire trucks are placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the

purchase of the fire trucks will be the County's general funds or other legally-available funds.

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 in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: December 14, 2015 Tentative

Second Reading:	January 11, 2016	Tentative
Public Hearing:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

Agenda Item Summary

Ordinance # / Resolution# RZ-015-017

Contact Person / Sponsor: Andy Rowe

Department: Planning

Date Requested to be on Agenda: 12/14/15 County Council Meeting

Issue for Consideration:

Rezoning application of John Mathis to rezone a ± 1 acre portion of a ± 15.987 acre tract of property from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing / Agricultural District. The applicant wishes to relocate a manufactured home to the property.

Points to Consider:

The parcel is surrounded by properties zoned R-30, Low Density Residential/Agricultural District. There are three parcels ± 700 feet to the south of the property zoned R-30S, which allows for single-wide manufactured homes. In addition, there are several mobile homes that are located along Flat Creek Road, two of which are located less than ± 500 feet from the subject property. There also is a mobile home located across the street from the subject property.

The Future Land Use Map identifies this property as transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Transitional by definition according to the *Lancaster County Comprehensive Plan 2014-2024* is identified as "suburban single-family/multi-family residential and commercial". The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 1 acre portion of an R-30S zoning classification at this location. Thus, the concept of "spot zoning" should be addressed.

The applicant will be placing the relocated mobile home beyond a substantial tree line and the mobile home will be hidden from the road and the majority of surrounding properties. The applicant will be required to provide a survey identifying the proposed ± 1 acre tract if County Council approves the rezoning request. The County will need the survey platted and recorded before 3rd reading.

Funding and Liability Factors:

Issue of spot zoning.

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, November 17, 2015 the Commission voted to **APPROVE** the rezoning application of John Mathis by a vote of (6-0). At the above referenced meeting one person spoke in favor of the rezoning and also referenced two other citizens who had to leave early were in favor of the rezoning as well.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1384

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 1 ACRE OF PROPERTY OWNED BY CHRISTINE ADAMS, LOCATED AT 2670 FLAT CREEK ROAD IN LANCASTER COUNTY, FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30S, LOW DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR 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) John Mathis, authorized agent for the property owner, applied to rezone property located 2670 Flat Creek Road from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing / Agricultural District.

(b) On November 18, 2015, the Lancaster County Planning Commission held a Public Hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing / Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No.: A ± 1 acre portion of 0080-00-088.00.

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 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 _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Tentative
Second Reading:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

PLANNING STAFF REPORT : RZ-015-017

I. Facts

A. General Information

Proposal: Rezoning application of John Mathis to rezone a \pm 1 acre portion of a \pm 15.987 acre tract from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/ Manufactured Housing/Agricultural District. The applicant wishes to relocate a manufactured home to the property.

Property Location: The property is located at 2670 Flat Creek Road, Lancaster County, South Carolina.

Legal Description: A portion of Tax Map 80, Parcel 88.

Zoning Classification: Current: R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing/Agricultural District.

***Voting District:* District 5- Steve Harper**

B. Site Information

Site Description: Several buildings currently occupy the site. The property also contains two ponds.

C. Vicinity Data

Surrounding Conditions: The parcel is surrounded by properties zoned R-30, Low Density Residential/Agricultural District. There are three parcels \pm 700 feet to the south of the property zoned R-30S, which allows for single-wide manufactured homes. In addition, there are several mobile homes that are located along Flat Creek Road, two of which are located less than \pm 500 feet from the subject property. There also is a mobile home located across the street from the subject property.

Exhibits

1. Rezoning Application
2. Notarized letters in favor of rezoning
3. Location Map
4. Map of Current Manufactured Homes
5. Zoning Map
6. Future Land Use Map
7. Tax Inquiry Sheet
8. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12 Manufactured Homes
9. Table of Uses

II. Findings

Code Considerations:

The R-30, Low Density Residential/Agricultural District, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

The R-30S, Low Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-30 district except for the following:

- a. Both single-wide and multi-wide manufactured housing units are allowed based on siting criteria (see section 4.1.12) in addition to site-built and modular homes
- c.[b.] The zoning district classification is appropriate adjacent to manufactured housing parks.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as transitional based on the *Lancaster County Comprehensive Plan 2014-2024*. Transitional by definition according to the *Lancaster County Comprehensive Plan 2014-2024* is identified as “suburban single-family/multi-family residential and commercial”. The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 1 acre portion of an R-30S zoning classification at this location. Thus, the concept of “spot zoning” should be addressed. The South Carolina Supreme Court has defined spot zoning as the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area.

However, this property is labeled as a transitional area based on the comprehensive plan and contains several mobile homes in the vicinity of the property. In addition, there are 3 parcels ± 700 feet south zoned R-30S which allows manufactured homes. The applicant will be placing the relocated mobile home beyond a substantial tree line and the mobile home will be hidden from the road and the majority of surrounding properties. Unfortunately this property is surrounded by the R-30 zoning classification and there are no adjacent properties zoned to allow manufactured housing. The applicant will be required to provide a survey identifying the proposed 1 acre tract if County Council approves the rezoning request. The County will need the survey platted and recorded before 3rd reading.

Date of 1st Reading: 12-14-15
___ Approved ___ Denied ___ No Action

Date of 2nd Reading: 1-11-16
___ Approved ___ Denied ___ No Action

Date of 3rd Reading: 1-25-16
Approved ___ Denied ___ No Action

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property be **DENIED**.

V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, November 17, 2015 the Commission voted to **APPROVE** the rezoning application of John Mathis by a vote of (6-0).

At the above referenced meeting one person spoke in favor of the rezoning and also referenced two other citizens who had to leave early were in favor of the rezoning as well.

Exhibit 2

I Christine U. Adams of 2670 Flat Creek R
would love to have John R. Mathis
move his mobile home here.

My Husband died Oct 1, 2015 and
it was his wish to have John R. Mathis
move here.

Christine U Adams

Oct 26, 2015

John R. Mathis

notary: Nicole Clyburn
Lancaster, City SC
Exp. 1-13-2021

I Wayne Adams of 2688 Flat Creek Rd, Lancaster
S.C. would like and request that John K. Mathis
be able to move his mobile home ~~and~~ here!
This is my Mother's Father's Wishes As Well as
My Brother Donnie's Eddie Adams!

Thomas W. Adams
Oct 26, 2015

John R. Mathis

Exhibit 2

notary: Nicole Cefur
Lancaster City SC
Exp. 1-13-2021

I DONNIE ADAMS OF 2684 FLAT
CREEK RD LANCASTER S.C. WOULD
LIKE FOR JOHN R MATHIS TO MOVE HERE
ALSO FOR HIM TO BE ABLE FOR HIM
TO MOVE HIS MOBILE HOME HERE

Donald R Adams

OCT, 26TH 2015

John R. Mathis

Exhibit 2

Notary: Nicole Cefraro
Lancaster Cty SC
Exp. 1-13-2021

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

IN THE PROBATE COURT

CERTIFICATE OF APPOINTMENT

IN THE MATTER OF:
CLARENCE EDWARD ADAMS
(Decedent)

CASE NUMBER: 2015ES2900556

This is to certify that

EDDIE G. ADAMS

is/are the duly qualified

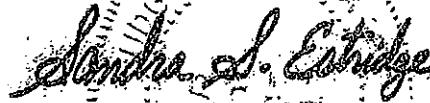
- ☒ PERSONAL REPRESENTATIVE
☐ SUCCESSOR PERSONAL REPRESENTATIVE
☐ SPECIAL ADMINISTRATOR

In the above matter and that this appointment, having been executed on the 19th
day of October, 2015 is now in full force and effect.

RESTRICTIONS:

NONE

Executed this 19th day of October, 2015

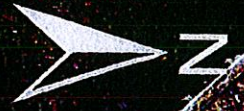


SANDRA S. ESTRIDGE, PROBATE JUDGE

Exhibit 2

Do not accept a copy of this certificate without
the raised seal of the Probate Court.

Exhibit 3



**RZ-015-017
Vicinity Map**

Subject Property

Lancaster
County
South Carolina

0 0.05 0.1 0.2
Miles

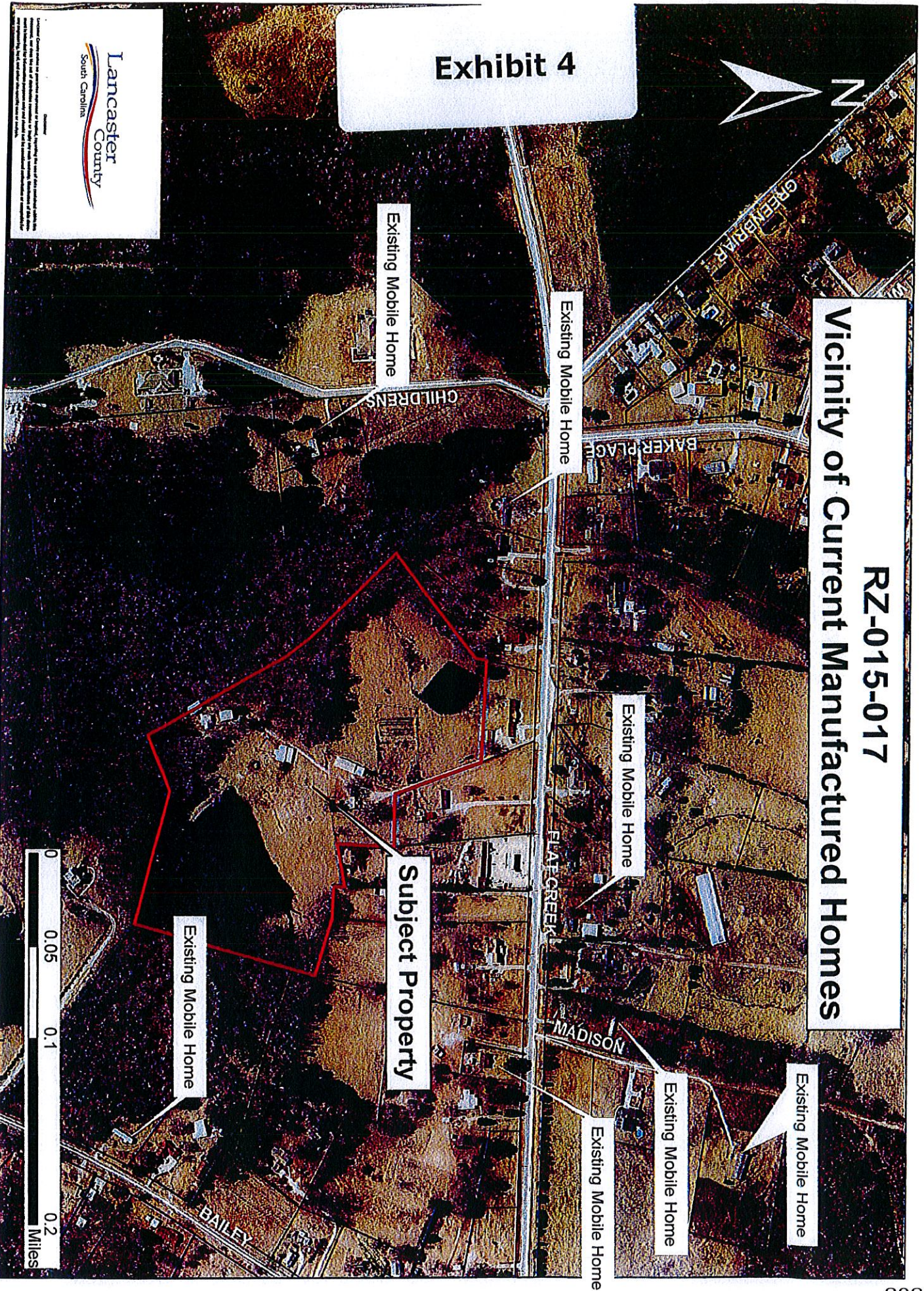


Exhibit 5



**RZ-015-017
Zoning Map**

Subject Property

**Lancaster
County**
South Carolina

0 0.05 0.1 0.2
Miles

Exhibit 6



RZ-015-017 Future Land Use Map

Subject Property

Lancaster
County
South Carolina

0 0.05 0.1 0.2
Miles

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Veronica Thompson

Department: Admin

Date Requested to be on Agenda: December 14

Issue for Consideration:

Budget amendment for Capital Project Sales Tax money.

Points to Consider:

The final Capital Projects Sales Tax #1 distribution has been received and the budgetary fund needs to be amended for the surplus and final debt payment. In August, Council approved a resolution to defease the Courthouse debt.

Per County Bond Counsel, the CPST Act does not specify a time limit for spending the overage. It is recommended that the funds be spent by the end of the current fiscal year for the approved projects. Overages could be used for projects approved in the referendum re-imposing tax after the County exhausts the uses for the first CPST.

Funding and Liability Factors:

The current fund is budgeted at \$8.5 million. This budget needs to be amended to \$11,337,496 to reflect the surplus of \$2,837,496.

Council Options:

Whether or not to amend the CPST Fund for potential expenditures.

Recommendation:

None.

Committee Recommendation:

None.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

ORDINANCE NO. 2015-1385

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2015-1356, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY 2015-2016), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2015-1356 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016):

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
	11,337,496
County Debt	1,859,931
County Transportation Committee Fund	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	45,356,126
Indian Land Fire Protection District Fund	522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	417,344
Recreation Fund	2,447,396
Victims Services Fund	86,605

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2015-1356, for the following items:

Capital Project Sales Tax			
	Supplemental Revenue-Surplus	2,837,496	
	Courthouse Repairs/Upgrades		2,837,496

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 in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 25th day of January, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Tentative
Second Reading:	January 11, 2016	Tentative
Public Hearing:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#:	Update on RFATS Issues
Contact Person / Sponsor:	Council Vice-Chairman Brian Carnes
Department:	Council RFATS Representative
Date Requested to be on Agenda:	December 14, 2015

Issue for Consideration:

Update on items from RFATS.

Points to Consider:

SC 160 construction delay by 5 months for right of way acquisition.
Marvin and US 521/ Charlotte Highway next on the intersection list.
Discussion have initiated regarding CATS bus service coming to Indian Land.
Improvements to shoulders on Harrisburg Road.

Funding and Liability Factors:

N/A

Council Options:

N/A – Information only.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Jeff Hammond/ Barry Faile/ Steve Willis
Department:	Clerk of Court/ Sheriff/ Admin
Date Requested to be on Agenda:	December 14, 2015

Issue for Consideration:

Potential use of funds remaining from Capital Project Sales Tax #1.

Points to Consider:

These funds are from Sales Tax #1. First priority on the funds would be for work related to the Courthouse project.

Clerk of Court Hammond and Sheriff Faile have a list of projects for Council consideration. These are related to physical plant upgrades/ repairs and security enhancements.

Funding and Liability Factors:

See the attached list.

This evening is for discussion by Council. Actual expenditure approval will have to be via budget ordinance.

Council Options:

This evening is for discussion by full Council. The consensus will be used to draft an ordinance for future consideration by Council.

Staff Recommendation:

As Administrator I recommend the list as presented by the Clerk of Court and Sheriff.

Committee Recommendation:

This has been before both the Public Safety and Administrative Committees and I will defer to those Chairmen for comments. There were some different opinions discussed by the Committees on priorities though most items certainly found favor.

Courthouse Upgrades

Security System Priority # 1: First and foremost employee and public safety is priority. Our present system is manned by the Judicial Division Deputies. The system is 6 years old and has presented difficulty in our ability to retrieve video recordings and identify subjects in numerous instances. The system is analogue and the upgrade will be digital.

Presently we budget 60,000.00 per year for equipment replacement. We are not under contract with Comporium except monitoring services at 50.00 per month. When equipment failures occur, we call for service and are billed for equipment and labor. An example is replacing 1 DVR equipment only is 11,000.00 plus installation. We replaced 3 DVR's this year.

Based on input from the Sheriff and his security team we recommend the following upgrades:

- All existing analog cameras will be replaced with digital, IP cameras.
 - Additional cameras will be added to cover security *hotspots* that have been identified across the last five years.
- Standard-definition monitors will be replaced with hi-definition monitors in order to accommodate the higher resolution provided by the digital cameras mentioned above.
- All cameras, DVRs, servers and other equipment will be added to a private network within the courthouse to limit potential access from the outside world, effectively increasing network security.
- Comporium's dated WinPak software will be upgraded to reflect Stanley's Genetec Omnicast software suite; this will provide increased flexibility when pulling footage from media storage, adding key cards for access and monitoring live feeds.

Our plan is to reuse the existing cameras/equipment for other county facilities and have the Risk Management Officer identify and prioritize distribution of equipment. For future Preventive Maintenance after warranties expire, we recommend a Service and Protection Plan which totals 38,000.00 per year which will cover equipment replacement and labor. At this juncture we can reduce the 60,000.00 per year budgeted for equipment maintenance and replacement.

Total upgrade price 529,000.00

Judicial Services Priority #2: Staffing Security is under the jurisdiction of the Lancaster County Sheriff. This is in accordance with SC Code Section 23-15-80. Equipping these employees is of high importance to carry out their day to day functions. These duties consist of but not limited to serving court papers, screening of all individuals entering courthouse, securing courtrooms during Criminal, Civil and Family Court terms, Foreclosure hearings, Probate hearings, answering duress alarms and transporting inmates. Provide monthly alarm drills and inspect fire extinguishers.

Equipment upgrades include:

1. Ballistic Glass
2. Ballistic Tint
3. 1 Transport Van
4. 4 Cars
5. 1 Supervisory SUV
6. Stun cuffs
7. Leg restraints
8. Handheld wands
9. Handheld radios/shoulder microphones
10. Radios and repeater system

Total upgrade price: 517,500.00

Audio/Visual Priority #3: Software/hardware update. The audio visual component is tied in to video conferencing to detention center and the evidence presentation portion for court purposes.

Total upgrade price: 146,287.45

Finish 1 third floor court room Priority #4: Complete Non-jury courtroom. Budget figures provided by Perception Builders. Would need to engage architect and contractor for more specifications.

Total upgrade price: 500,000.00.

Furniture Priority #5: To furnish Solicitor, Public Defender, Detention Center video conference room, 3rd floor court rooms, Magistrates video conference room and phone tables for all court rooms.

Total upgrade price: 112,128.50.

Maintenance Priority #6: Lighting software update, replace chiller piping, paint interior holding cells, install ice machines both jury rooms and 3rd floor break room, stripe/reseal parking lots, stock filters, bulbs, computerized ballast and pressure wash exterior of courthouse.

Total price upgrade: 56,050.00.

Canopy/Covering Priority #7: Provide front/rear secured entrance weather covering for public and employees .

Total upgrade price: 125,000.00

Fencing front of Admin. Bldg. Priority #8: To aid in public safety and direct vehicles to courthouse parking lots. Public with courthouse business park in Administration lot and cross Main St. instead of using intersections.

Total upgrade price: 75,000.00

Filing System Priority #9: To provide space for older family court files.

Total upgrade price: 47,491.70

Computer/Printer Priority #10: Provide Security, Probate and Clerk of Court hardware upgrades.

Total upgrade price: 22,373.70.

Total upgrade prices: 2,130,831.35

Agenda Item Summary

Ordinance # / Resolution#: Grant Revision
Contact Person / Sponsor: Ken Holt/ Steve Willis
Department: Airport Engineer/ Admin
Date Requested to be on Agenda: December 14, 2015

Issue for Consideration:

Grant revision to include engineering related to acceptance of the new Airport PAPI system. This is the Precision Approach light system. The new energy efficient system is being included as part of the taxiway grant project.

Points to Consider:

This has been requested by the FAA. Due to timing of their request, this has not been to Committee. As you will see in the financial section, this is a minor revision but is time sensitive for system acceptance by the FAA.

The following is a communication from Holt Consulting, our Airport engineers.

1. **PAPI Obstacle Clearance Surface Survey** – Anna Lynch requested this as part of the commissioning and accepting the replacement PAPI units. Here is what she wrote in an email to me:
 - a. *As far as a new OCS survey...when is the last time a survey was done there? If there isn't a current one (year or two old), then a new one should be done. The flight check would find if there were any penetrations, too, and then another check would have to be scheduled.*
2. **PAPI OCS Drawings** – we have to take the survey data and show a drawing for each end and identify/analyze any obstacles.
3. **Additional CA** – a few hours to cover coordination, correspondence, shop drawing and pay app review.

This would all still fit within the extra money we have available in the grant.

Funding and Liability Factors:

\$6,740. 90% is federally funded (\$6,066) and 5% each is state and locally funded (\$337).

We have this funding in the grant match account.

Council Options:

Approve or reject the change order.

Staff Recommendation:

Approve the Change Order. A motion to approve is requested.

Committee Recommendation:

N/A Due to no second meeting in December and this request being received on Tuesday this did not go to Committee. It is a minor Change Order but is time sensitive to get the new PAPI system operational.

LANCASTER COUNTY AIRPORT COMMISSION

Work Authorization for Professional Services - Amendment

SC1201-04
(Project Identification No.)

Amendment No.3 to WA Four (4)
(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated February 10, 2014.

Description of Assignment:

- A. The original scope of services for Work Authorization No. 4 includes the Construction Phase Services as outlined in Exhibit C, Section 1 of the Prime Agreement for the Wildlife Fencing and Taxiway "A" Rehabilitation Projects. The two elements were bid as separate bid schedules, with bids opened on August 28, 2014. The FAA is funding both construction bids schedules with fiscal year 2014 funds.

This amendment no. 3 covers an approach survey for the two new precision approach path indicators (PAPI) being installed at the Airport. The existing units are non-functioning and the FAA has approved installing new units at the existing PAPI locations under the current construction contract. A new PAPI regulator will be installed in the lighting vault. However, an approach obstacle survey and drawing is required by the FAA to commission the new PAPI units. This survey will identify any trees or other obstacles that are located in the obstacle clearance surface (OCS) of the PAPI unit for each runway approach.

- B. The following services are to be performed:
1. Field survey to obtain obstacle data for both runway PAPI approaches based on FAA criteria.
 2. Prepare two (2) OCS drawings (one for each runway approach) and identify potential obstacles.
 3. Additional Construction Administration required for PAPI unit installation (review shop drawings, approve pay applications, coordination)

Period of Services:

- A. Amendment No. 3 services will be initiated immediately after OWNER approval of this Amendment and receipt of Notice-To-Proceed from OWNER. Services will be completed as soon as possible to allow commissioning of the new PAPI units in early 2016.

Basis of Compensation:

The OWNER shall pay the CONSULTANT for the Services described herein on a lump sum basis of **Six Thousand Seven Hundred Forty Dollars and No Cents (\$6,740.00).**

Special Provisions:

A. The following attachment is attached and made a part of this Work Authorization:

Attachment A (Page A-1) - Professional Services Cost Breakdown

Attachment B (Page B-1) – Survey Proposal

Agreed as to the scope of services, period of services, and budget*:

**LANCASTER COUNTY
AIRPORT COMMISSION**

HOLT CONSULTING COMPANY, LLC

BY: _____

BY: _____

DATE: _____

DATE: _____

*Budget will not be exceeded without a Supplemental Work Authorization.

ATTACHMENT A

**PROFESSIONAL SERVICES COST BREAKDOWN
FOR
LANCASTER COUNTY AIRPORT COMMISSION
LANCASTER COUNTY AIRPORT**

WORK AUTHORIZATION NO. 4 - AMENDMENT NO. 3

**AIRPORT WILDLIFE FENCING & TAXIWAY "A" REHABILITATION PROJECTS
RUNWAY PAPI REPLACEMENT - SURVEY/OCS DRAWING/ CONSTRUCTION ADMIN**

	PAPI OCS Survey (Each RW End)	Prepare OCS Drawings	Additional Construction Administration	TOTAL
CLASSIFICATION	HOURS	HOURS	HOURS	HOURS
Principal	0	0	0	0
Project Manager	0	1	1	2
Sr. Engineer	0	0	0	0
Engineer	0	2	8	10
CADD Technician	0	12	0	12
Technical Assistant	0	0	0	0
TOTAL HOURS	0	15	9	24
TOTAL COST	\$0.00	\$1,505.00	\$1,175.00	\$2,680.00
DIRECT COSTS				
Reproduction & Postage	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$100.00	\$100.00
N/A	\$0.00	\$0.00	\$0.00	\$0.00
N/A	\$0.00	\$0.00	\$0.00	\$0.00
Survey One (PAPI Survey)	\$3,600.00	\$0.00	\$0.00	\$3,600.00
Admin Fee (~10%)	\$360.00	\$0.00	\$0.00	\$360.00
TOTAL DIRECT COSTS	\$3,960.00	\$0.00	\$100.00	\$4,060.00
TOTAL COSTS	\$3,960.00	\$1,505.00	\$1,275.00	\$6,740.00

ATTACHMENT B - SURVEY PROPOSAL



Survey One, LLC

October 7, 2015

RE: Cost Estimate for Lancaster Airport

Holt Consulting Company LLC
c/o Kevin Morris, Project Manager
1332 Main Street, Suite 55
Columbia, South Carolina 29201

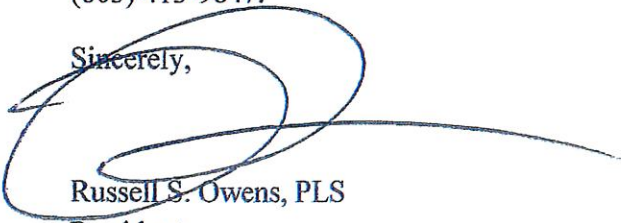
Dear Mr. Morris,

Survey One LLC is pleased to submit this cost estimate for Lancaster Airport PAPI Project. This cost estimate is in response to the scope of services outlined in your email on October 1, 2015.

1) PAPI Obstacle Survey(both ends)	\$3,600.00
------------------------------------	------------

We can provide you with the surveying services you need. I look forward to the opportunity to assist with this project and any projects you may have in the future. If you have any questions or require additional information, please do not hesitate to contact me at (803) 808-2300 or mobile (803) 413-9847.

Sincerely,



Russell S. Owens, PLS
President
Survey One LLC

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Michael Trotter
Department:	Economic Development
Date Requested to be on Agenda:	December 14, 2015

Issue for Consideration:

Update on Project Seating – 3i Industries.

Points to Consider:

Michael just wanted to update Council as this project moves forward to completion.

Funding and Liability Factors:

N/A

Council Options:

This is information only.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution#: n/a

Contact Person / Sponsor: Debbie Hardin

Department: Administration

Date Requested to be on Agenda: December 14, 2015

Issue for Consideration:

Board and Commission appointments.

Points to Consider:

Library Board

- Ms. Elizabeth Bryant resigned from the Library Board representing District 1. Councilman McCullough nominates Ms. Clair McConaughay to serve the unexpired term ending 6-30-17. Ms. Clair McConaughay has submitted an application.

Funding and Liability Factors:

n/a

Council Options:

Make appointments as requested / deny appointments

Recommendation:

Appoint the above listed board and commission members.



**Lancaster
County
Fire Rescue**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFIRE@comporium.net



Proud and Progressive

TO: Debbie Hardin, Clerk to Council
FROM: Timothy M. Baker, Fire Commission Chairman *TMB*
DATE: November 30, 2015
SUBJECT: Replacement for Fire Commission—Shiloh Zion

The Lancaster County Fire Commission respectfully submits the name of a new member from the Shiloh Zion Fire district for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2017.

Shiloh Zion Fire Department
Justin McLellan
1113 Hawthorne Road
Lancaster, SC 29720
(803) 246-2425

If you have questions or need any additional information, please contact the Fire Rescue office.

TMB/dmg

Donna Greene

From: Shiloh Zion VFD [shilohzionvfd@gmail.com]
Sent: Sunday, November 29, 2015 8:33 PM
To: Donna Greene
Cc: Darren Player
Subject: Fire Commissioner for Shiloh Zion

Donna,
Justin McLellan is going to finish out Tracy Hardin's term of Fire Commission for Shiloh Zion VFD. If you have any questions please let me know. He should be attending the next meeting representing Shiloh.

Thanks Sam,

--
Shiloh Zion Volunteer Fire Department
Sam Plyler, Chief
703 Monroe Hwy
Lancaster S.C. 29720
Cell Phone - 803-416-7881
Work & Fax - 803-285-1703
Website: Shiloh-Zion.org

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

December 5, 2015

Ms. Debbie Hardin
Lancaster County Administration
Post Office Box 1809
Lancaster, SC 29721

Re: Appointment to the Catawba Regional Workforce Development Board (WIB)

Dear Ms. Hardin:

The purpose of this letter is to submit the following individual to be reappointed to the Catawba Regional Workforce Investment Board:

Jerry Witherspoon - 3-year term

Jerry is a valuable board member and is currently serving as the chair of the Youth Council. We would appreciate your assistance with this matter and if you have any questions, please give me a call at (803) 327-9041.

Sincerely,



Nicole Lawing
Administrator

Agenda Item Summary

Ordinance # / Resolution#: n/a

Contact Person / Sponsor: Debbie Hardin

Department: Administration

Date Requested to be on Agenda: December 14, 2015

Issue for Consideration:

Strategic Plan.

Points to Consider:

On October 2 and 3 Council held a Strategic Planning retreat. The attached document is the plan summary submitted for Council consideration. As you will note, the strategic priorities are listed on page 5 of the plan and with each priority, there are specific issues that were identified by Council that department heads will link to their budget request. A sample of the budget request is attached for reference. The consultant met with department heads on November 6 to give direction on how to align their budget requests with Council's strategic priorities.

Funding and Liability Factors:

The plan is a working document that will be used by departments when aligning the budget with Council's important work for the County. There are funding factors that will be identified during the budget process.

Council Options:

After review of the plan, Council can make any needed changes prior to adoption.

Recommendation:

Adopt the plan.

Strategic Planning Retreat Summary

Prepared by: Walt McBride

November 16, 2015



LANCASTER COUNTY
South Carolina

Introduction

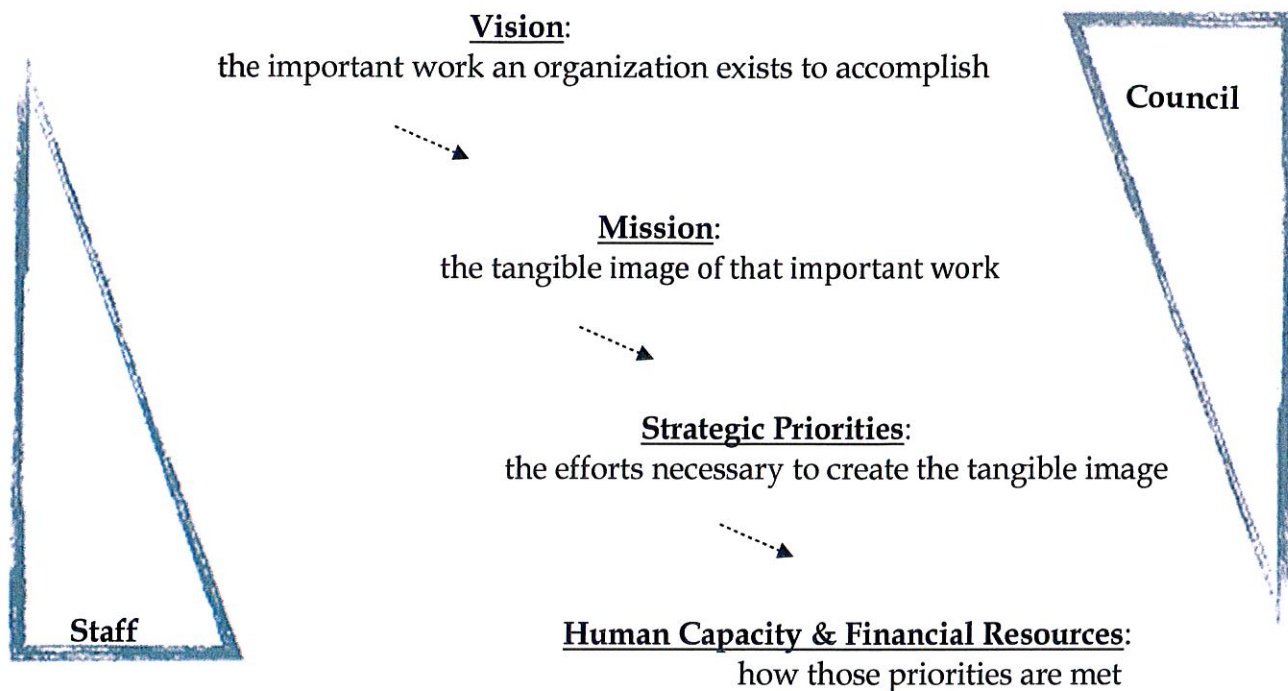
The Lancaster County, South Carolina, County Council met October 2 & 3, 2015, for a strategic planning retreat. While many strategic planning efforts focus on identifying goals and objectives for the near future, the purpose of this retreat was for Council-members to reflect on the important work that Lancaster County exists to accomplish. This reflection was intended to identify broad strategic priorities that would guide department heads in preparing requests for the development of the County's annual budget.

The retreat began with a discussion of the role that vision, mission, strategic priorities, and resources play in the development of a community's strategic plan. When developing a vision for a local government, policy-makers must consider what they believe the important work the local government exists to accomplish is. When this important work is identified and agreed upon, they must work to translate it into a tangible image; sometimes referred to as the mission. This tangible image is created by professional staff responding to strategic priorities set by the elected officials with organizational capacity - employees - and financial resources.

An example of this might be a law enforcement agency that believes its important work to be "To Serve and Protect." The tangible image of that important work can be seen in the different functions that the agency undertakes; patrol, traffic enforcement, criminal investigations, school resource officers, et al. In order for the tangible image to come into view, strategic priorities are developed for each of these divisions. While specific divisions may have more or less responsibility in certain areas, the work of most divisions may address several strategic priorities.

While the elected officials typically set the vision and define the tangible image of a local government, they may involve their professional staff in creating it. Likewise, while the implementation of the policies developed is most often left to professionals, at times, the elected officials may have a role in meeting some strategic priorities. Finally, as an organization develops strategic priorities, it's important to ensure that those efforts are in line with its stated values.

The following diagram illustrates the relationship between the concepts and the typical level of engagement of elected officials and professional staff at each level.



In addition to the facilitated discussions, the County Council read Boyle's article *Public Problems, Values and Choices*¹, in which he describes the competing values that elected officials, must balance in developing policy. The values identified are:

- Liberty - freedom, choice, and individuality
- Equality - equity, fairness, and justice
- Community - safety, security, and social order
- Prosperity - efficiency, economy, and productivity

¹ Boyle, P. 2001. "Public Problems, Values, and Choices." *Popular Government* (Fall 2001). 18-23.

Important Work and Values

The County Council determined that the important work it exists to accomplish is:

- Improving the quality of life for residents
- Collecting revenues and paying for services
- Managing resources and providing administration
- Working with partners
- Serving as the first line of citizen government
- Addressing community problems
- Providing process and direction

The Lancaster County Council identified these values to guide them in their work:

Respect

- | | |
|------------------------------|-----------------------|
| • Mutual support | • For employees |
| • Honesty | • Helping others |
| • Fairness | • Spirit of unity |
| • Preparation | • Community |
| • Courage | • History and Culture |
| • For fellow Council-members | • Opportunity |
| • Open-mindedness | |

Productivity

- | | |
|--------------|----------------------------|
| • Experience | • Efficiency |
| • Expertise | • Education |
| • Employees | • Professional development |

Teamwork

- | | |
|-----------------|--------------------------------|
| • Collaboration | • Support of State Legislature |
|-----------------|--------------------------------|

Safety and Security

Strategic Priorities

In order to accomplish the important work of the county and create a positive tangible image, the County Council identified several specific items necessary to address through an exercise. The specific items were then grouped into like categories and these were identified as strategic priorities, to which department heads will link their budget requests. The strategic priorities, and the specific issues used to identify them are:

Infrastructure, Capital, and Transportation Needs

- Long-term funding for road maintenance to keep our roads safe and better control traffic
- Capital needs for buildings, including a mechanics building and possible detention center
- Continue to improve safety by staying updated with new and better equipment
- Better manage IT resources; create a strategy to upgrade IT department
- Recreational opportunities
- Identify funding source for ongoing capital needs

Staffing and Developing Organizational Capacity

- Review potential positions such as engineer, assistant for our administrator, division heads for growth management and public safety, et al.
- Building capacity within each department
- Address staff compensation
- Employee retention
- Pool services to increase efficiency thus allowing better and more available resources
- Processes
- Continuous Process Improvement; identify, document, measure, manage and implement

Managing Growth and Development

- Continue to improve our planning and growth management process
- Address and develop economic development strategy
- Stick to Council approved comprehensive plan
- Plan with future for our citizens in mind to protect the quality of life
- Attract jobs so that fewer people in our county will have to leave for work in Charlotte, York County, Union County, NC

Resources and Funding Challenges

- Implement pet license program
- Implement business license or business registration
- Identify sources of revenue other than property taxes
- Resource allocation
- Identify programs with greatest return on investment; implement quality and effectiveness measures

Intergovernmental Relations

- Explore partnerships with schools, the City of Lancaster, and the university
- Work with state to reduce unfunded mandates on local governments

Public Information

- Improve transparency in operations
- Explore the possibility of identifying a public information officer

Public Safety

- Need to address crime, what are we going to do about it, how are we going to get positive results?
- Have judicial system expedite trials for habitual offenders to move them through the criminal justice system
- Study public safety staffing levels to maintain service levels with growth
- Develop strategy for volunteer retention and transition to more paid firefighters

-
- Safe environment; police, fire, EMS

SWOT Analysis

As a final exercise, the County Council conducted a SWOT analysis in order to determine what challenges the County may face in addressing these priorities. The results of that SWOT analysis were:

Strengths

- People, workforce, staff expertise
- Funding management
- One-time funds
- Growth
- Intergovernmental relationships with Lancaster County
- Public Safety
- Sales and capital taxes

Weaknesses

- Insufficient workforce to meet demands

Opportunities

- Regional planning and cooperation
- Governmental relations with schools and other local governments
- Geographic location
- Population Growth
- Information Resource
- Business Registration
- Collaborating with Chamber of Commerce

Threats

- Accountability
- Major growth
- State mandates; e.g., tax free holidays, limitations on taxation

Staff Retreat

The administrative staff and department heads met on November 6th for a retreat that included a briefing on the work of the County Council, direction on how to align their budget requests with the Council's strategic priorities, and exercises to help them develop requests tied to those priorities. The County's Finance Director, Veronica Thompson, and Budget Analyst, Kim Hill, provided support in developing this session.

The following guidance from the County Council was shared with staff to help direct their development of funding requests:

Infrastructure & Capital Needs

- What are your needs?
- What is the total cost of ownership?
- What is the real benefit to the community?
- What is the maintenance and operation plan?
- How will you retire assets?
- Pool and share resources where feasible

Resource & Financial Challenges

- Be realistic in requests
- How can you leverage strengths to be entrepreneurial centers of expertise?
- How might you create revenue or decrease expenses?
- What's the return on investment; short term and long term?
- Are processes appropriate and fiscally sound?

Staffing & Organizational Capacity

- What is the unit cost of providing services?
- Are there additional equipment costs?
- Are current resources deployed appropriately?

Intergovernmental Relations

- Are there costs associated with collaborating and communicating?
- Are there opportunities for Mutual Aid agreements?

Public Safety

- Are we providing an appropriate level of service countywide?
- Where do the requests fit with stated priorities such as FEMA cost tracking?



Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Barry Faile/ Steve Willis
Department:	Sheriff/ Admin
Date Requested to be on Agenda:	County Council – December 14, 2015

Issue for Consideration:

Salary adjustments within the Sheriff's budget.

Points to Consider:

Sheriff Faile reports he is having problems filling vacancies with qualified candidates at the current salary level. While I don't have any evidence, I feel certain the recent public – police issues have contributed to this problem.

As the vacancy level fluctuates, Sheriff Faile will bring current data to each meeting. We cannot fill previously authorized positions, much less the new ones approved in this budget.

We would like to discuss not filling four of these positions for the remainder of the fiscal year and using those funds to make salary adjustments as proposed by Sheriff Faile. This will leave us short of positions for the remainder of the fiscal year; however, failing to take action will leave us short of an even greater number of positions.

Funding and Liability Factors:

We are proposing a reallocation of existing budgetary funds, not a budget amendment of additional General Fund dollars. Council made clear during the budget process we would need to work within existing allocations and we are doing so. If Council, following deliberation, determines the need is such that additional GF dollars are needed that would be a policy decision.

We would need to restore the intentionally vacated positions in the FY 16-17 budget.

The higher salaries would be a recurring impact on the county budget.

Council Options:

To approve or reject the use of reallocation of salary funds and intentionally vacating four (4) deputy slots.

Staff Recommendation:

Reallocate resources to minimize the impact to Sheriff Faile.

Committee Recommendation:

Recommend approval.

SALARY SURVEY OCTOBER 2015

DEPUTY 1/POLICE OFFICER 1 (UNCERTIFIED)

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	29,608		35,608
YCSO	33,264	39,917	46,570
SCHP	37,069		
RHPD	35,963	43,149	50,336
Charleston City	36,348		48,174
Mt Pleasant PD	37,420		59,845
MUSC	34,344	40,630	45,900
Spartanburg CSO	29,474	36,843	44,211
Fort Mill PD	36,356		
CMPD	42,009		

Deputy II/POLICE OFFICER II (CERTIFIED)

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	33,158		44,808
YCSO	34,805	41,766	48,727
SCHP (with 3 years)	40,775		
RHPD	37,876	45,448	53,019
Charleston City			
Mt Pleasant PD	38,551		61,659
MUSC	37,573	43,194	46,953
Spartanburg CSO	30,948	38,685	46,421
Fort Mill PD	38,173 (after 1 year and completion of academy)		
CMPD (lateral transfer)	43,791		

Deputy III/Master Deputy/Senior Police Officer

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	39,158		47,158
YCSO	49,430		57,360
SCHP	44,852		
RHPD	41,683	50,024	58,364
Charleston City	48,174		53,112
Mt Pleasant PD	38,551		61,659
MUSC	38,512	45,760	52,421
Spartanburg CSO	32,494	40,618	48,742
FMPD	44,547		

Sergeant

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	41,450		53,465
YCSO (Master Deputy II)	40,971 (usually starts higher)	49,166	57,360
SCHP	47,889		67,777
RHPD	43,596	52,332	61,068
Charleston City	50,583		64,558
Mt Pleasant PD	44,928		71,916
MUSC	42,364		58,848
Spartanburg CSO	39,498	49,372	59,246
FMPD (includes Investigators)	46,224		

Lieutenant

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	46,900		60,436
YCSO	47,138	56,565	65,993
SCHP	55,072		77,943
RHPD	53,164	63,804	74,443
Charleston City	64,558		78,471
Mt Pleasant PD	49,440		79,104
MUSC	48,527		71,608
Spartanburg CSO	43,322	54,153	64,985
FMPD	47,901		

Captain

DEPARTMENT	MINIMUM	MIDPOINT	MAXIMUM
Lancaster CSO	50,767		68,678
YCSO	51,762	62,114	72,467
SCHP	63,332		89,634
RHPD	60,819	72,966	85,113
Charleston City	71,175		86,519
Mt Pleasant PD	54,384		87,014
MUSC			
Spartanburg CSO	58,355	72,944	87,944
FMPD	52,932		

Analysis

Rank	Min Average	LCSO Minimum	Difference	Max Average	LCSO Max	Difference
Dep I	34840	29608	-5232	49173	35608	-13565
Dep II	36755	33158	-3597	51356	44808	-6548
Dep III	41957	39158	-2799	55276	47158	-8118
Sergeant	44810	41450	-4703	62968	53465	-9503
LT	51603	46900	-6083	73221	60436	-12785
Captain	59971	50767	-9527	84782	68678	-16104

A note on the analysis: The Minimum pay scale is more accurate than the Maximum scale for comparison purposes. This appears to be due to the fact that several factors can contribute to the maximum salary, including education, years of service, and other factors.

Lancaster County Sheriff's Office- Career Ladder Proposed 2016/2017 budget				
Band (Rank/Title)	Salary Range	Education/Experience	Specialized Training	Other Requirements
Band 1 (Class 3)	\$31,000-\$36,000	Less than 5 years	None	None
	\$33,000-\$38,000	5-12 years	None	None
	\$35,000-\$40,000	12 years	None	None
Band 1 (Deputy Trainee) Uncertified	\$35,000-\$39,000	AS + 2%, BS + 4%, MA + 6%	None	None
Band 2 (Deputy)- Class I Certified	\$37,500-\$40,500 Deputy	Less than 2 Years AS + 2%, BS + 4%, MA + 6%	None	None
	\$38,500-\$42,500 Deputy First Class	2- 6 Years AS + 2%, BS + 4%, MA + 6%	None	None
	\$40,500-\$44,500 Lance Corporal	6-10 Years AS + 2%, BS + 4%, MA + 6%	None	None
	\$41,500-\$48,000 Senior Deputy	10-15 Years AS + 2%, BS + 4%, MA + 6%	None	None
	\$43,500-\$53,000 Master Deputy	15 + years AS + 2%, BS + 4%, MA + 6%	None	None
Band 3 (Corporal) Competitive position appointed through promotional process AS + 2%, BS + 4%, MA + 6%	\$40,500-\$43,500	Less than 10 years and Less than 5 years Cpl.	None	As Listed on job description
	\$41,500-\$45,500	More than 10 years or More than 5 years Cpl.	None	As Listed on job description
	\$43,500-\$47,500	More than 15 years or More than 10 years Cpl.	None	As Listed on job description
Band 4 (Senior Deputy) AS + 2%, BS + 4%, MA + 5%	\$41,500-\$48,000	6 Years Certified Service AS + 2%, BS + 4%, MA + 5%	Attend All required In-Service Training & Attend 60 hours additional law enforcement Training	Completion of 10 qualifying Community Policing Initiatives and/or Community Service Projects/events and have no at fault accidents within the previous 12 months and no written warnings within the previous 12 months or suspensions within the previous 24 months.

Band 5 (Investigator I) AS + 2%, BS + 4%, MA + 6%	\$42,500-\$47,000	Competitive Position appointed through promotional process	Basic Investigations	As Listed on job description
Band 6 (Sergeant) Competitive position appointed through promotional process AS + 2%, BS + 4%, MA + 6%	\$46,500-\$50,500	Less than 10 years and Less than 5 years Sgt.	Leadership Training	As Listed on job description
	\$49,500-\$54,500	More than 10 years or More than 5 years Sgt.	Leadership Training	As Listed on job description
	\$52,500-\$58,500	More than 15 years or More than 10 years Sgt.	Leadership Training	As Listed on job description
Band 7 (Investigator II) AS + 2%, BS + 4%, MA + 6%	\$45,500-\$50,000	Must Have 5 years of experience as an Investigator I Or 3 years as an Investigator I and 6 years certified service and meet the special/other requirements	Attend All required In-Service Training & Attend 60 hours additional law enforcement Training	Completion of 10 qualifying Community Policing Initiatives and/or Community Service Projects/events and have no at fault accidents within the previous 12 months and no written warnings within the previous 12 months or suspensions within the previous 24 months.
Band 8 (Master Deputy)	\$43,500-\$53,000	10 years Certified Service	Attend All required In-Service Training & Attend 16 hours Management/Supervision and 40 hours additional law enforcement Training	Completion of 10 qualifying Community Policing Initiatives and/or Community Service Projects/events and have no at fault accidents within the previous 12 months and no written warnings within the previous 12 months or suspensions within the previous 24 months.

Band 9 (Investigator III) AS + 2%, BS + 4%, MA + 6%	\$49,000-\$58,000	Must Have 10 years of experience as an Investigator Or 7 years as an Investigator and 10 years certified service and meet the special/other requirements	Attend All required In-Service Training & Attend 16 hours Management/Supervision and 40 hours additional law enforcement Training	Completion of 10 qualifying Community Policing Initiatives and/or Community Service Projects/events and have no at fault accidents within the previous 12 months and no written warnings within the previous 12 months or suspensions within the previous 24 months.
Band 10 (Lieutenant) Competitive position appointed through promotional process AS + 2%, BS + 4%, MA + 6%	\$51,500-\$55,500	Less than 15 years and Less than 5 years Lieutenant	Leadership Training	None
	\$55,500-\$59,500	More than 15 years or More than 5 years Lieutenant	Leadership Training	None
	\$59,500-\$64,500	More than 20 years or More than 10 years Lieutenant	Leadership Training	None
Band 11 (Captain) Appointed by Sheriff AS + 2%, BS + 4%, MA + 6%	\$57,000-\$66,000	Less than 20 years and Less than 5 years Captain		None
	\$65,000-\$76,000	More than 20 years or More than 5 years Captain		None
Band 12 (Major)	\$68,743- \$95,846	Appointed by the Sheriff		None
Band 13 (Sheriff)	\$89,502-\$138,736			

4 Deputies
Savings- Salary and Fringe-
\$215,332
Vehicle- \$141,275

Annual Estimate

423989.01

Needed for Jan 2016-July 2016
\$211,995

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Information Item
Contact Person / Sponsor:	Steve Willis
Department:	Admin
Date Requested to be on Agenda:	December 14, 2015 – Discussion of COG Board recommendation

Issue for Consideration:

Funding shortfall for HOME Consortium.

Points to Consider:

This is a Council of Governments initiative where we are the lead agency.

The Council of Governments has been working with HUD to finalize the project, including filling a budget shortfall due to the area not having quite enough population for the full program.

The COG had been using the funding calculator found on the HUD website to determine our federal funding and needed shortfall.

HUD recently informed the COG staff that the on-line calculator is an older one and that the actual federal funding shortfall will be roughly double what was anticipated at \$232,000.

This is a significant development and we are not sure that the budgetary shortfall can be covered. This will be discussed at the next COG Board meeting since this is a regional effort.

No county funding has been promised or budgeted.

Our two COG Board members, Councilmen Bundy and McCullough, will present the findings and recommendation of the COG Board.

Funding and Liability Factors:

No local funding has been pledged.

Council Options:

Options to be determined by the COG Board.

Staff Recommendation:

None at this time.

Committee Recommendation:

N/A – this will be discussed by the COG Board.

Agenda Item Summary

Ordinance # / Resolution#: n/a
Contact Person / Sponsor: Debbie Hardin
Department: Administration
Date Requested to be on Agenda: December 14, 2015

Issue for Consideration:

2016 Lancaster County Meeting and Holiday Schedule.

Points to Consider:

SECTION 30-4-80. Notice of meetings of public bodies.

(a) All public bodies, except as provided in subsections (b) and (c) of this section, must give written public notice of their regular meetings at the beginning of each calendar year

Funding and Liability Factors:

n/a

Council Options:

- Make changes to the calendar
- Approve calendar as presented

Recommendation:

Approve with any additional changes of Council

2016 Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

County Council meets the second and fourth Monday in the County Administration Building Council Chambers, 101 North Main Street, Lancaster, South Carolina at 6:30 p.m. ***Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.**

January	Monday	January 11, 2016	July	Monday	July 18, 2016
	Monday	January 25, 2016		*changed to the 3rd Monday of the month**	
February	Monday	February 8, 2016	August	Monday	August 8, 2016
	Monday	February 22, 2016		Monday	August 22, 2016
March	Monday	March 14, 2016	September	Monday	September 12, 2016
	Monday	March 21, 2016 *changed		Monday	September 26, 2016
	due to Easter Holiday		October	Monday	October 10, 2016
April	Monday	April 11, 2016		Monday	October 24, 2016
	Monday	April 25, 2016	November	Monday	November 14, 2016
May	Monday	May 09, 2016		Monday	November 28, 2016
	Monday	May 23, 2016	December	Monday	December 12, 2016
June	Monday	June 13, 2016		December 26, 2016 MEETING	
	Monday	June 27, 2016		CANCELLED (Christmas Holidays)	

The Lancaster County Community Relations Commission meets the third Thursday at the County Administration Building, 101 N. Main Street, Lancaster, South Carolina at 6:30 p.m.

January	Thursday	January 21, 2016	July	Thursday	July 21, 2016
February	Thursday	February 18, 2016	August	Thursday	August 18, 2016
March	Thursday	March 17, 2016	September	Thursday	September 15, 2016
April	Thursday	April 21, 2016	October	Thursday	October 20, 2016
May	Thursday	May 19, 2016	November	Thursday	November 17, 2016
June	Thursday	June 16, 2016	December	Thursday	December 15, 2016

The Lancaster County Development Review Committee meets the second and fourth Tuesday of each month at the Historic Courthouse, 100 N. Main Street, Lancaster, South Carolina at 9:00 a.m.

January	Tuesday	January 12, 2016	July	Tuesday	July 12, 2016
	Tuesday	January 26, 2016		Tuesday	July 26, 2016
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
	Tuesday	February 23, 2016		Tuesday	August 23, 2016
March	Tuesday	March 8, 2016	September	Tuesday	September 13, 2016
	Tuesday	March 22, 2016		Tuesday	September 27, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
	Tuesday	April 26, 2016		Tuesday	October 25, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 8, 2016
	Tuesday	May 24, 2016		Tuesday	November 22, 2016
June	Tuesday	June 14, 2016	December	Tuesday	December 13, 2016
	Tuesday	June 28, 2016		(no second meeting schedule due to Christmas)	

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 7 2016	July	Thursday	June 30, 2016
February	Thursday	February 4, 2016	August	Thursday	August 4, 2016
March	Thursday	March 3, 2016	September	Thursday	September 1, 2016
April	Thursday	April 7, 2016	October	Thursday	October 6, 2016
May	Thursday	May 5, 2016	November	Thursday	November 3, 2016
June	Thursday	June 2, 2016	December	Thursday	December 1, 2016

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster County School District Office, 300 South Catawba Street, Lancaster, South Carolina at 11:45 am.

February	Wednesday	February 10, 2016	August	Wednesday	August 10, 2016
April	Wednesday	April 13, 2016	October	Wednesday	October 12, 2016
June	Wednesday	June 8, 2016	December	Wednesday	December 14, 2016

The Lancaster County Historical Commission meets the second Tuesday at the County Library, 313 South White Street, Lancaster, South Carolina at 6:00 pm, and at other times at the call of the chair.

January	Tuesday	January 12, 2016	July	Tuesday	July 12, 2016
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
March	Tuesday	March 8, 2016	September	Tuesday	September 13, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 8, 2016
June	Tuesday	June 14, 2016	December	Tuesday	December 13, 2016

The Indian Land Fire Protection District Commission meets the 3rd Wednesday of each month at the Indian Land Fire Station, 285 Six Mile Creek Road, Indian Land, South Carolina at 7:00 pm.

January	Wednesday	January 20, 2016	July	Wednesday	July 20, 2016
February	Wednesday	February 17, 2016	August	Wednesday	August 17, 2016
March	Wednesday	March 16, 2016	September	Wednesday	September 21, 2016
April	Wednesday	April 20, 2016	October	Wednesday	October 19, 2016
May	Wednesday	May 18, 2016	November	Wednesday	November 16, 2016
June	Wednesday	June 15, 2016	December	Wednesday	December 21, 2016

The Lancaster County Library Board meets the last Tuesday of the month, every other month, at the County Library, 313 South White Street, Lancaster, South Carolina at 6:30 pm.

January	Tuesday	January 26, 2016
March	Tuesday	March 29, 2016
May	Tuesday	May 31, 2016
July	Tuesday	July 26, 2016
September	Tuesday	September 27, 2016
November	Tuesday	November 29, 2016

The Lancaster Planning Commission meets in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:30 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 7, 2016
	Regular Meeting	Tuesday	January 19, 2016
February	Work Session	Thursday	February 4, 2016
	Regular Meeting	Tuesday	February 16, 2016
March	Work Session	Thursday	March 3, 2016
	Regular Meeting	Tuesday	March 15, 2016
April	Work Session	Thursday	April 7, 2016
	Regular Meeting	Tuesday	April 19, 2016
May	Work Session	Thursday	May 5, 2016
	Regular Meeting	Tuesday	May 17, 2016
June	Work Session	Thursday	June 2, 2016
	Regular Meeting	Tuesday	June 21, 2016
July	Work Session	Thursday	July 7, 2016
	Regular Meeting	Tuesday	July 19, 2016
August	Work Session	Thursday	August 4, 2016
	Regular Meeting	Tuesday	August 16, 2016
September	Work Session	Thursday	September 1, 2016
	Regular Meeting	Tuesday	September 20, 2016
October	Work Session	Thursday	October 6, 2016
	Regular Meeting	Tuesday	October 18, 2016
November	Work Session	Thursday	November 3, 2016
	Regular Meeting	Tuesday	November 15, 2016
December	Work Session	Thursday	December 1, 2016
	Regular Meeting	Thursday	December 08, 2016 *moved due to Christmas Holiday

The Pleasant Valley Fire Protection District Commission meets on the third Tuesday at the Pleasant Valley Fire Station #1, 9370 Possum Hollow Road, Indian Land, South Carolina at 7:00 pm.

January	Tuesday	January 19, 2016	July	Tuesday	July 19, 2016
February	Tuesday	February 16, 2016	August	Tuesday	August 16, 2016
March	Tuesday	March 15, 2016	September	Tuesday	September 20, 2016
April	Tuesday	April 19, 2016	October	Tuesday	October 18, 2016
May	Tuesday	May 17, 2016	November	Tuesday	November 15, 2016
June	Tuesday	June 21, 2016	December	Tuesday	December 20, 2016

The Lancaster Joint Recreation Commission meets on the second Tuesday in the Springdale Recreation Center, 260 South Plantation Road, Lancaster, South Carolina at 6:30 pm. Special meetings are held at the call of the chair.

January	Tuesday	January 5, 2016* changed date to review budget prior to deadline*	July	NO MEETING SCHEDULE	
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
March	Tuesday	March 8, 2016	September	Tuesday	September 13, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 8, 2016
June	Tuesday	June 14, 2016	December	NO MEETING SCHEDULED	

The Lancaster County Board of Zoning Appeals meets on the second Tuesday in the County Administration Building, 101 North Main Street, Lancaster, South Carolina at 6:30 pm.

January	Tuesday	January 12, 2016	July	Tuesday	July 12, 2016
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
March	Tuesday	March 8, 2016	September	Tuesday	September 13, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 8, 2016
June	Tuesday	June 14, 2016	December	Tuesday	December 13, 2016

The following Boards or Commissions meet at the call of the Chair.

Lancaster County Airport Commission
Lancaster County Board of Assessment Appeals
Lancaster County Construction Board of Appeals
Lancaster County Fire Code Appeals Board
Lancaster County Transportation Commission

Council Standing Committees

The Public Safety Committee will now meet the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 8:00 a.m., and at other times as called by the Chair.

January	Tuesday	January 12, 2016	July	Tuesday	July 12, 2016
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
March	Tuesday	March 15, 2016	September	Tuesday	September 13, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 15, 2016
June	Tuesday	June 14, 2016	December	Tuesday	December 13, 2016

The Infrastructure and Regulation Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.

January	Tuesday	January 12, 2016	July	Tuesday	July 12, 2016
February	Tuesday	February 9, 2016	August	Tuesday	August 9, 2016
March	Tuesday	March 15, 2016	September	Tuesday	September 13, 2016
April	Tuesday	April 12, 2016	October	Tuesday	October 11, 2016
May	Tuesday	May 10, 2016	November	Tuesday	November 15, 2016
June	Tuesday	June 14, 2016	December	Tuesday	December 13, 2016

The Administration Committee meets on the Thursday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 4:30 p.m., and at other times as called by the Chair.

January 21, 2016	Thursday	January 21, 2016*changed due to budget schedule			
February	Thursday	February 11, 2016	August	Thursday	August 11, 2016
March	Thursday	March 17, 2016	September	Thursday	September 15, 2016
April	Thursday	April 14, 2016	October	Thursday	October 13, 2016
May	Thursday	May 12, 2016	November	Thursday	November 17, 2016
June	Thursday	June 16, 2016	December	Thursday	December 15, 2016
July	Thursday	July 14, 2016			

The following holidays will be observed by Lancaster County in 2016:

<u>Holiday</u>	<u>Observed Holiday</u>			
New Year's Day	(Friday) January 1, 2016			
Martin Luther King Day	(Mon.) January 18, 2016	Thanksgiving Day	(Thu.)	November 24, 2016
Easter Sunday	(Mon.) March 28, 2016	Day after Thanksgiving	(Fri.)	November 25, 2016
Memorial Day	(Mon.) May 30, 2016	Christmas Eve	(Fri.)	December 23, 2016
Independence Day	(Mon.) July 4, 2016	Christmas Day	(Mon.)	December 26, 2016
Labor Day	(Mon.) September 5, 2016	Day after Christmas	(Tues.)	December 27, 2016



December 1, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable is proud to serve your community and residents. We are committed to providing the best experience possible to our customers. Over the past year, we've made significant investments in our network and infrastructure for greater reliability in delivering the products and services valued by our customers. At the same time, we work hard to control the costs of programming, but the rates that providers charge us for these channels continue to rise significantly.

I have enclosed a sample customer notice and the corresponding 2015 pricing guide that will be sent to customer homes in the near future.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Breazeale".

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina

NEW MONTHLY PRICES EFFECTIVE ON YOUR NEXT BILLING STATEMENT

Nuevos precios mensuales entran en efectivo en su próximo estado de cuenta

This is a summary of the price changes for some Time Warner Cable services and equipment. New service and equipment rates, including the removal of the Additional Video Outlet Service Fee, will go into effect on your next bill.

If you are currently receiving a promotional discount for these services, the service price will remain in effect for the duration of the promotional period and these changes will not be applied until that time.

TV SERVICES - Monthly Rates	FROM	TO
Starter TV	\$ 10.99	\$ 14.00
Standard TV	\$ 56.45	\$ 58.99
Variety Pass	\$ 11.75	\$ 10.00
TWC Sports Pass	\$ 8.99	\$ 10.00
TWC Movie Pass	\$ 7.99	\$ 10.00

INTERNET SERVICES - Monthly Rates	NEW PRICE
Lite Internet (not available to new customers)	\$ 39.99
Basic Internet	\$ 49.99
Standard Internet	\$ 59.99
EarthLink Lite	\$ 39.99
EarthLink Standard	\$ 59.99

EQUIPMENT AND SERVICE FEES - Monthly Rates	FROM	TO
Digital HD, DVR or HD DVR Set-Top Box and Remote	\$ 6.98	\$ 8.50
The Guide	\$ 3.27	\$ 3.25
A/O Service Fee	\$ 1.50	\$ 0.00
Digital Adapter and Remote	\$ 2.75	\$ 3.25
Broadcast TV Surcharge	\$ 2.75	\$ 3.75
Sports Programming Surcharge	\$ 2.75	\$ 5.00
Internet Modem Lease/EarthLink Modem Lease	\$ 8.00	\$ 10.00
DVR Service Fee	\$ 12.95	\$ 12.99

To receive all services, lease of a set-top box is required. TWC TV** requires Starter TV or higher, current model of Roku 2, Roku 3, iPad or iPhone with iOS 8.0, Kindle Fire HD/HDX, Xbox One®, Xbox 360®, Samsung Smart TV (2012-2015 models) and/or Android 2.3 smartphone or Android 4.0 tablet and WiFi connection. TWC authorized modem required for in-home viewing and minimum 13 Mbps connection recommended for out-of-home viewing. Some functions require compatible Set-Top Box or DVR. Programming is subject to availability in your area and the video package to which you subscribe. Additional charges apply for equipment, installation, surcharges, taxes, broadcast, activation and other fees, Directory Assistance, Operator Services and International calls outside of the calling area. Phone 2 Go requires TWC Home Phone service, a TWC ID, a compatible device running iOS 8.0, Android 4.1 or higher and a cellular or Wi-Fi data connection. Phone 2 Go may not be available in all areas. TWC WiFi™ is available to customers with Time Warner Cable Standard Internet or higher. Coverage is not available in all areas. Actual speeds may vary. All services and equipment price changes contained herein may not apply to your account. Please refer to the terms and conditions of the separate agreement under which you receive your commercial or bulk service. Where terms or pricing contained in this notice are inconsistent with your Service Rates, the terms and conditions of the separate agreement will apply. iPad® and iPhone® are trademarks of Apple Inc. Android™ is a trademark of Google Inc. Time Warner Cable and the Time Warner Cable logo are trademarks of Time Warner Inc. Used under license. All other trademarks are property of their respective owners. ©2015 Time Warner Cable Enterprises LLC. All Rights Reserved.

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November 18, 2015

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. Steve Willis
County Administrator, Lancaster
101 N. Main St., 2nd Floor
Lancaster SC 29721

Dear Mr. Willis:

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WLTX (SD & HD), WLTX D2, WLTX D3, WFXB (SD & HD), WFXB D2, WCCB (SD & HD), WCCB D2, WOLO (SD & HD), WOLO D2, WGSA (SD & HD), WGSA D2, WGSA D3, Azteca America, YouToo, RFD HD, Go! TV (SD & HD), Pivot, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), NHL Network (SD & HD), ReelzChannel (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after December 18th, we may launch the following multicast stations on Digital Broadcast/Starter TV in the following DMAs: WACH D3 (Columbia DMA), WPDE D3 (Florence-Myrtle Beach DMA), WTGS D3 (Hilton Head, SC).

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

A handwritten signature in black ink that reads "Ben Breazeale".

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina

SUBJECT: EMS UPDATE

During a recent discussion with Clay Catoe I learned a few facts about EMS that I wanted to share with you.

Every EMS service in South Carolina, all 270, are ranked by DHEC in regards to their compliance with federal and state EMS care guidelines. A few years back Council approved funding for us to really step up our compliance efforts and that has been a big focus for several years. Three years ago Lancaster EMS was graded at 220 out of 270. This year we graded out at number 2. We don't know who number 1 is as DHEC releases grades only to each service but our dedicated medics will not rest until we beat the current top graded service.

Staff conducts periodic financial reviews and it was noticed that EMS collections were off. EMS staff undertook a thorough review of procedures and made several modifications to the billing system. Efforts thus far are encouraging with collected billable accounts running \$581,073 ahead of the same time last year. Several staff are in Hilton Head as this is written completing their national certification in EMS insurance billing.

The transition to annual ambulance acquisition rather than bulk buying through bonds has really paid off. As Brandon has reported we were able to make a major change when the suspension system on the first two trucks did not perform as anticipated. Those were retrofitted at the factory and all future units used a revised system. We did not end up with an entire fleet of trucks with that problem.

Another change is that Clay is ordering large equipment, such as stretchers and monitors, on the apparatus rather than separately. This change saves us between \$7,000 and \$10,000 per unit in reduced sales tax and shipping costs.

Finally, we are at full strength with our Paramedics for the first time in several years. Thanks for this go to Council for approving the competitive salary adjustment last year.

SW

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, December 14 th	5:00 p.m.	Council meeting for Clemson Study
Monday, December 14 th	6:30 p.m.	Regular Council Meeting
Tuesday, December 15 th	8:00 a.m.	Public Safety Committee / Conference Room
Tuesday, December 15 th	3:00 p.m.	I&R Committee / Chambers
Thursday, December 17 th	4:30 p.m.	Administration Committee / Chambers
Thursday, December 24 th	Closed	Christmas Eve
Friday, December 25 th	Closed	Christmas Day
Monday, December 28 th	Closed	Christmas Holiday
Friday, January 1 st	Closed	New Years

LANCASTER COUNTY STANDING MEETINGS

3rd Thursday of each month4:30 p.m. ... Administration Committee
 The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
8:00 a.m..... Public Safety Committee
 The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m. ... Infrastructure and Regulation Committee
 1st Thursday of each month7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month9:00 a.m. ... Development Review Committee, Council Chambers
 2nd Tuesday of each month.....6:30 p.m. ... Zoning Appeals Board, County Council Chambers
 2nd Tuesday of each month.....6:30 p.m. ... Recreation Commission, 260 S. Plantation
 Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library
 2nd Wed (Jan/March/May/July/Sept/Nov)..... 11:45 a.m... Health & Wellness Comm., various locations
 2nd Tuesday6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month6:30 p.m. ... Planning Commission, County Council Chambers
 Quarterly (2nd Monday -March , June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room