

Lancaster County Council Workshop and Regular Meeting Agenda

Monday, July 27, 2015

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

1. **Call to Order Council Workshop** **5:30 p.m.**
 - a. Presentation regarding impact fees – Robby Moody, Catawba Regional Council of Governments – pgs. 5-13
2. **Call to Order Regular Meeting – Chairman Bob Bundy** **6:30 p.m.**
3. **Welcome and Recognition – Chairman Bob Bundy**
4. **Pledge of Allegiance and Invocation – Council Member Larry Honeycutt**
5. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
6. **Special Recognitions:**
 - a. Recognition of Jim Williams, Board Member of the Year
 - b. Employee of the Quarter – Deputy Jason Leaphart
 - c. Recognition of Deputy Ken Taylor by the Indian Land VFW
 - d. Recognition of Sgt. John Poovey, as Deputy of the Year through SC Sheriff's Association
7. **Special Presentations:**
 - a. Town of Kershaw presentation regarding the sale of the Kershaw Business Park – *Kershaw Mayor Wayne Rhodes – pg.14*
 - b. Duke Energy Residential Neighborhood Program – *Sue Dinnsen, Program Manager- pgs. 15-24*
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**
 - a. Minutes of the following Council Meetings:
 1. July 13, 2015 Regular Meeting – pgs. 25-33

b. **2nd Reading of Ordinance 2015-1362 regarding a numbering correction in Ordinance 2015-1350 relating to roads that are to be donated to SCDOT and accepted in the County Road system.**

Ordinance Title: An Ordinance to correct numbering errors in Ordinance 2015-1350 approving the donation of certain county roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the county road system; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance. *Council passed 7-0 at the July 13, 2015 meeting. Steve Willis – pgs. 34-35*

c. **2nd Reading of Ordinance 2015-1363 regarding the Procurement Code**

Ordinance Title: An Ordinance to amend Chapter 2, Article VI (Lancaster County Procurement Code) so as to add to Section 2-257 (Methods of Source Section) a new exception to competitive sealed bidding; to amend section 2-260 (Procedures for procurements not exceeding \$25,000) ; to add a new section relating to a local vender preference provision. (Favorable Administration Committee). *Council passed 7-0 at the July 13, 2015 meeting. John Weaver – pgs.36-38*

10. Non-Consent Agenda

Ordinance Readings

a. **3rd Reading of Ordinance 2015-1360 regarding the Covington Development Agreement (amendment needed)**

Ordinance Title: An Ordinance to approve a development agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto. *Planning Commission recommended by a vote 6-0. Council passed 7-0 at the July 13, 2015 meeting. – John Weaver – pgs. 39-72*

b. **3rd Reading of Ordinance 2015-1361 regarding the rezoning of property for Covington Development**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Sinacori Builders, LLC, located along the Southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 6-0. Council passed 7-0 at the July 13, 2015 meeting. John Weaver – pgs. 73-75*

c. **3rd Reading of Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel.**

Ordinance Title: An ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel, located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple Family/Agricultural District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 7-0. Council passed 6- at the July 13, 2015 meeting. Brian Carnes opposed. Penelope Karagounis – pgs. 76-77*

d. **2nd Reading of Ordinance 2015-1358 rezoning of property of Ken Starett**

Ordinance Title: An ordinance to amend the official zoning map of Lancaster County so as to rezone properties of Mr. Ken Starett representing Gross Builders, located at 1033 Fort Mil Highway and 9838 Stock Lane in Indian Land Community in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to MF, Multiple-Family/Agricultural District to B-3, General Commercial District; and to provide for other matters related thereto. *Council passed 7-0 at the June 22, 2015 meeting. Penelope Karagounis – pgs. 78-79*

e. **1st Reading of Ordinance 2015-1352 Multi-County Park Agreement between Lancaster County and Chesterfield County**

Ordinance Title: An ordinance to amend the master Multi-County Park Agreement between Lancaster County and Chesterfield County, dated as of December 9, 2013, so as to allow the non-host county to approve the addition of property to the Multi-County Park by resolution of Council and to add the agreement property located in Chesterfield County (one parcel – Project Pellet); and to provide for other matters related thereto. *John Weaver. (Favorable – I&R Committee)– pgs. 80-84*

11. Discussion and Action Items

- a. Lancaster County Board and Commission appointments – *Debbie Hardin – pg. 85*
- b. LCEDC Board Appointments – *Bob Bundy*
- c. Public Safety Special Purpose Tax District petition format– *Larry McCullough and John Weaver – pgs. 86-89*
- d. Building and Zoning permit waiver for a Habitat for Humanity house – *Steve Willis – pg. 90-91*
- e. Budgeted Items: *(all were favorably recommended by the Public Safety Committee)*
 - FEMA Grant – Heath Springs Fire Department - *Morris Russell – pgs. 92-97*
 - FEMA Grant – McDonald Green Fire Department – *Morris Russell – pgs. 98-104*
 - Sheriff's Office US Department of Justice Grant/Public Comment – *Sheriff Faile – pgs. 105-110*

- f. 2015 US Department of Justice COPS Grant – *Favorable/Public Safety Committee – Sheriff Faile – pgs. 111-118*
- g. Budget Report – *Veronica Thompson – pgs.119-129*

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System

13. Miscellaneous Reports and Correspondence – pgs.130

- a. Time Warner Cable

14. Calendar of Events – pg. 131

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

16. Executive Session

- a. *Discussions incident to a proposed contractual arrangement with Bauknight Pietras & Stormer, PA – SC Code § 30-4-70(2)*
- b. *Economic Development matters: Project Grade and Project Pillow – SC Code §30-4-70(5) (County Members and Staff)*

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

IMPACT FEES

Another Powerful Tool for
Managing Growth & Development



OUTLINE

- ▶ Authorized by South Carolina law, Section 6-1-910
- ▶ Requirements of Impact Fee Study
- ▶ Sample calculations from 2008 Town of Clover study
- ▶ Proposed schedule

DEVELOPMENT IMPACT FEE ACT

- ▶ Offset the proportion of capital expenses that may be attributed to a new development
- ▶ Not used to meet existing capital deficiencies
- ▶ Capital equipment and vehicles of ≥\$100,000
- ▶ Must be expended within 5 years of receipt or the fees must be refunded
- ▶ Comprehensive Plan & CLP are required

COMPONENTS OF THE STUDY

- ▶ Define the study area
- ▶ Population trends and projections
- ▶ Projected land use, growth and development assumptions
- ▶ Existing levels of service and service units
- ▶ Affordable housing

IMPACT FEE CALCULATION

- ▶ System buy-in method: used when excess capacity is already in place
- ▶ Incremental cost method: used when facilities do not have available capacity
- ▶ Service units are set to capture residential and non-residential impacts

SERVICE UNITS

- ▶ Residential: single-family and multi-family housing
- ▶ Non-residential: commercial, institutional and manufacturing buildings

SAMPLE CALCULATION

- ▶ 2008 Town of Clover study
Residential Fire Protection Impact Fee

$$\text{\$2.82 million} \times 96\% = \text{\$2,714,880}$$

$$\text{\$2,714,880} \div 1,756 \text{ housing units} = \text{\$1,546 per housing unit}$$

AFFORDABLE HOUSING

- ▶ State law mandated analysis to ensure that impact fees don't provide a burden
- ▶ Specific income guidelines (80% of median household income)
- ▶ Mortgage and rental expenses are calculated based on local market

PROPOSED SCHEDULE

- ▶ AUG Research
- ▶ SEP-OCT Prepare draft
- ▶ NOV Joint workshop
- ▶ DEC Refine and complete study*
- ▶ JAN Begin formal adoption

*County attorney to prepare ordinance.

Agenda Item Summary

Ordinance # / Resolution#:	Special Presentation
Contact Person / Sponsor:	Mayor Wayne Rhodes
Department:	Town of Kershaw
Date Requested to be on Agenda:	July 27, 2015

Issue for Consideration:

Mayor Wayne Rhodes of the Town of Kershaw will be making a special presentation regarding the sale of the Kershaw Business Park to Haile Gold Mine.

Points to Consider:

Lancaster County invested approximately \$400,000 into developing the park (infrastructure, site readiness, etc.)

The Town of Kershaw owns the property.

Funding and Liability Factors:

See above. Councilman Jack Estridge can speak as to the intent of the prior Council who wanted to see any proceeds used for further economic development projects in the Kershaw area.

Council Options:

None at this time. This is a presentation by the Town of Kershaw.

Staff Recommendation:

N/A

Committee Recommendation:

N/A

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The Residential Neighborhood Program

- An energy efficiency program designed for Duke Energy's customers in federally-identified low income neighborhood areas
- Provides each resident free products/services such as:
 1. In-home energy assessment
 2. Installation of energy conservation measures
 3. Energy education that will enable the residents to make behavioral changes to control and reduce energy usage



RNP Target Market –Eligibility

- Eligible neighborhoods are those defined segments of Duke Energy customers where approximately 50% of the households have incomes equal to or less than 200% of the federal poverty level*.

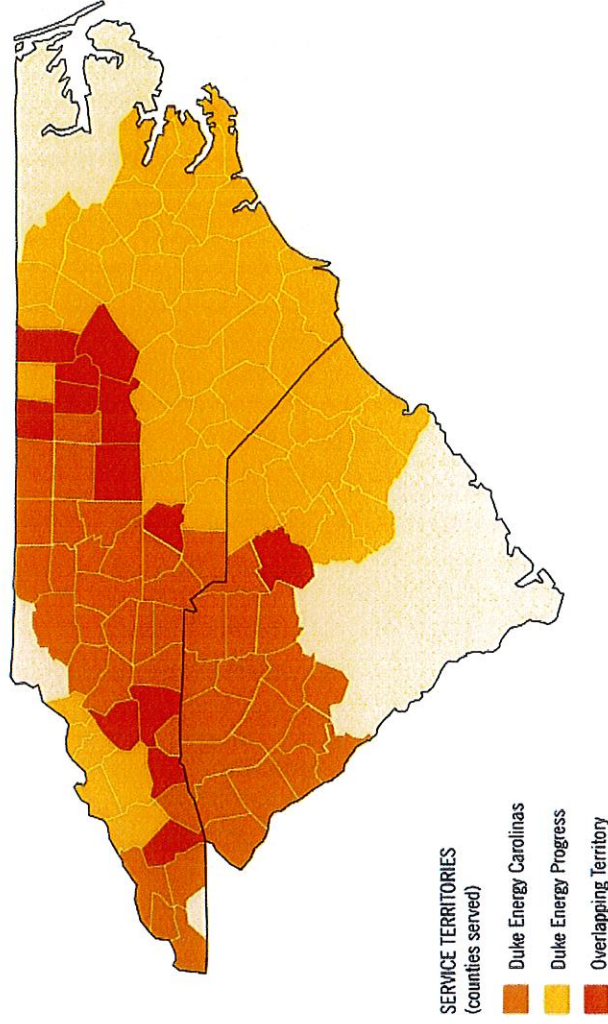
*Federal Poverty Income Guidelines issued by the US DOE



RNP Neighborhood Selection

South Carolina

Williamston, SC – 221 homes
Spartanburg, SC – 855 homes
Greenville, SC – 1,188 homes
Greenwood, SC – 500 homes
Landrum, SC – 31 homes
Lancaster, SC – 625 homes
Chester, SC - 458 homes
Anderson, SC – 512 homes
Ware Shoals, SC – 220 homes



14,000+ homes served across
NC & SC since 2013



RNP Energy Conservation Measures

- ◆ Compact Fluorescent Lights (CFL's) (15)
- ◆ Water Heater Wrap* & Insulation for Water Pipes
- ◆ Water heater temperature check & adjustment
- ◆ Low Flow Faucet Aerator (3)
- ◆ Low Flow Showerhead (2)
- ◆ Wall Plate Thermometer
- ◆ AC Winterization Kit (3)
- ◆ A year's supply of HVAC filters
- ◆ Change Filter Calendar
- ◆ Weather stripping, door sweeps, caulking, etc.

* Electric water heaters only

Program Implementation

Marketing – work with local community leaders, notify residents in advance, build awareness & acceptance of program in the community and arrange access to customer residence



The Home Assessment Process involves teams of trained energy technicians and installers going door-to-door delivering services to each customer's residence



Residents Attend Kick-Off Event

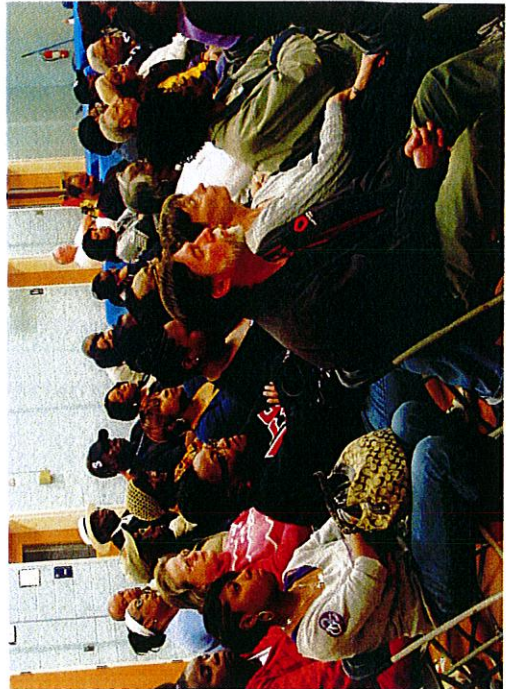


Residents receive:

- FREE catered meal
- Demonstration on the FREE energy-savings products they'll receive when participating
- Four chances to WIN a \$25 gift card
- FREE Event Childcare

AND

**Chance to WIN a
\$500 VISA® Gift Card***



“RNP” Highlights

- Crews will stay in area for 6-8 weeks
- Customers will receive personalized invitation letters, reminder post cards and last chance letters to encourage participation
- Each resident who participates in the program is automatically entered to win a grand prize in the form of a \$500 VISA® gift card



Residential Neighborhood Program

For more information:

Visit duke-energy.com/rnp

Or call

Sue Dinnsen

704-576-3328





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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, July 13, 2015

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Steve Harper, Larry Honeycutt, Larry McCullough and Charlene McGriff. Also present was Steve Willis, John Weaver, Debbie Hardin, Virginia Burgess, Veronica Thompson, Penelope Karagounis, 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: Lancaster News, Kershaw News Era, The Rock Hill Herald, 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 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. Council Member Brian Carnes led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Steve Willis requested that the following items be removed from the agenda:

- Item 6c, recognition of Jim Williams as Board Member of the Year
- Item 6d, recognition of Deputy Jason Leaphart as Employee of the Quarter
- Item 6e, recognition of Deputy Ken Taylor by the Indian Land VFW
- Item 10e, second reading of Ordinance 2015-1358 rezoning of property of Ken Starett (requested to be removed by the applicant.)

Larry McCullough made a MOTION to approve the agenda as amended. SECONDED by Charlene McGriff. Passed 7-0.

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Presentations:

- a. Recognition of Mr. Herman Steele for years of service to Lancaster County Water and Sewer District.
- b. Recognition of Mr. Richard Knight for service to the American Red Cross.

Citizen Comments

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, spoke regarding Ordinance 2015-1357. Mr. Wilson submitted email correspondence regarding this subject to Council, attached as schedule A.

Jane Tanner, 7041 Whittingham Drive, Indian Land, spoke to Council regarding Ordinance 2015-1359 and submitted a petition with 143 signatures (attached as schedule B) stating the opposition to the rezoning request Ordinance 2015-1359 which proposes to rezone 39.24 acres of the Culp/Revocab properties, Tax Map 0005-00-090.01.

Gary Holland, 8728 Collins Road, Indian Land, spoke regarding Ordinance 2014-1346. Mr. Holland submitted handouts, attached as schedule C.

Stephen Doyle, 10228 Tintinhall Drive, Indian Land, spoke regarding Ordinance 2015-1359, rezoning of the Culp property.

Margaret Gamble, 118 S. Matson Street, Kershaw, stated that she is representing the Lancaster County Economic Development Board and that their board voted today, not to participate in the forensic audit until stage one has been completed. After that is done, and the scope and mission is clear and defined, our board will reconsider your request. Ms. Gamble further stated that this action was taken upon the advice of their attorney.

Wanda Rosa, 86614 Arrington Road, Indian Land, spoke to Council regarding Ordinance 2015-1357 and Ordinance 2015-1346. Ms. Rosa discussed the petition that she submitted at the last meeting and stated for the record that it did say we the undersigned support the June 8, 2015 decision of County Council to defer Ordinance 1346 (PDD 26) to the Planning Commission for clarification and further support the June 16, 2015 decision to the Planning Commission.

Ben Levine, 5062 Terrier Lane, Indian Land, spoke regarding Ordinance 2015-1346.

Jan Mercer, 9061 Henry Harris Road, Indian Land, spoke in regard to Ordinance 2015-1346.

Ken Faulkenberry, 3012 Mulberry Lane, Lancaster, spoke regarding the forensic audit of the Lancaster County Economic Development Corporation.

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J.R. Wilt, 903 Rock Hill Hwy, Lancaster, spoke regarding PDD 26, Ordinance 2015-1346.

Tony Berry, 4701 Old Course Drive, Lancaster, spoke regarding PDD 26, Ordinance 2015-1346.

Hubie Tolson, 528 East Front Street, New Bern, NC, spoke regarding PDD 26, Ordinance 2015-1346 and Ordinance 2015-1357.

Dan Ballou, 417 Windsor Terrace, Rock Hill, SC, spoke regarding PDD 26, Ordinance 2015-1346.

Josh Vann, 1867 Farrier Drive, Rock Hill, SC, spoke regarding PDD 26, Ordinance 2015-1346.

Brett Manery, Charlotte, NC, declined to speak when his name was called.

Kelly High, 1680 Farmstead Road, Rock Hill, spoke regarding PDD 26, Ordinance 2015-1346 and Ordinance 2015-1357.

For the record there were numerous emails submitted to the Clerk to Council regarding the following topics:

- Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel. (6 emails)
- Ordinance 2013-1346 regarding the Collins Road PDD 26 (12 emails)
- Ordinance 2015-1360 Covington Development Agreement (1 email)
- Avondale Development Agreement and rezoning (1 email)
- Ordinance 2015-1357 Collins Road Development Agreement and Ordinance 960 (1 email)

Reconsideration of Ordinance 2015-1346

Attorney John Weaver explained to Council that it was his decision to bring this back before Council as a reconsideration because at the last meeting, for third reading, what was presented in the agenda package was the second reading version of the ordinance and an agenda summary showing the recommended changes of the Planning Commission. When Council voted to approve the third reading ordinance with the Planning Commission recommendations, it was not in the form of an ordinance. He further explained in order to properly adopt the Ordinance in final form; he had to reduce to writing what the Planning Commission recommended for County Council's approval.

MOTION was made by Steve Harper to reconsider Ordinance 2015-1346. SECONDED by Charlene McGriff. Passed 4-3. Larry McCullough, Jack Estridge and Bob Bundy opposed.

Consent Agenda

a. Minutes of the June 22, 2015 Regular Council Meeting

b. **3rd Reading of Ordinance 2015-1351 regarding a moratorium**

Ordinance Title: An Ordinance to impose a nine (9) month moratorium on the acceptance and processing of applications for district boundary amendments to the unified development ordinance of Lancaster County in the area of the County north of Highway 5; and to provide for other matters related thereto.

Larry Honeycutt made a MOTION to approve the Consent Agenda items 8a and 8b. He also moved to remove Item 8c, 2nd Reading of Ordinance 2015-1359 from the Consent Agenda and place it in the Non-Consent Agenda, as the new item 10e. SECONDED by Brian Carnes. Passed 7-0.

Resolution 0880-R2015 - the interlocal joint maintenance agreement with the Town of Waxhaw regarding the suspension bridge

Resolution Title: A Resolution to approve Lancaster County's commitment to and participation in an interlocal joint maintenance agreement with the Town of Waxhaw, North Carolina for the maintenance of a suspension bridge along the Carolina Thread Trail.

Brian Carnes made a MOTION to approve Resolution 0880-R2015. SECONDED by Steve Harper. Passed 7-0.

Non-Consent Agenda

Ordinance Readings

3rd Reading Ordinance 2015-1346 regarding the Collins Road PDD26

Ordinance Title: An ordinance to establish the 411 acre Collins Road site planned development district (PDD-26); to approve the master plan for the development; and to approve the regulations for the development of the property and other matters related thereto.

Steve Harper moved to approve 3rd Reading of Ordinance 2015-1346. SECONDED by Charlene McGriff.

MOTION was made by Charlene McGriff to amend Ordinance 2015-1346 to conform to the updated Ordinance that included all of the Planning Commissions recommendations as found beginning on page 43 of the agenda package. Larry Honeycutt SECONDED. Charlene McGriff and Larry Honeycutt WITHDREW the motion.

MOTION was made by Larry McCullough to amend Ordinance 2015-1346 to conform to the updated Ordinance that included all of the Planning Commissions recommendations

as found beginning on page 43 of the agenda package. SECONDED by Larry Honeycutt. Passed 4-3. Bob Bundy, Charlene McGriff and Steve Harper opposed.

A vote was taken on the main MOTION as amended. Passed 5-2. Steve Harper and Bob Bundy opposed.

Council took a break and reconvened 8:30 p.m.

Larry McCullough moved to reconsider Ordinance 2015-1346. SECONDED by Charlene McGriff. Passed 5-2. Brian Carnes and Bob Bundy opposed.

MOTION was made by Charlene McGriff to amend the Ordinance 2015-1346 by removing the word “undisturbed” from the language in 16(a) regarding buffers, otherwise, conform to the updated Ordinance that included all of the Planning Commissions recommendations as found beginning on page 43 of the agenda package. SECONDED by Larry McCullough. Passed 5-2. Brian Carnes and Bob Bundy opposed.

Public Hearing and 3rd Reading of Ordinance 2015-1357 regarding the Collins Road Development Agreement and Ordinance 960 {60 people were in attendance}

Ordinance Title: An Ordinance to approve the Second Amendment to the Development Agreement by and among UHF Development Group, LLC, Wachovia Bank, N.A. Successor Trustee for Certain Trusts and Lancaster County, relating to the Collins Road Site Development, so as to change the time when the payment of monies by the Developer is due to the county; to authorize certain county officials to execute and deliver the Second Amendment; and to provide for other matters related thereto.

The Chairman called for the Public Hearing and the following citizens spoke:

Gary Holland, 8728 Collins Road, Indian Land, SC
Waylon Wilson, 15117 Legend Oaks Court, Indian Land, SC
Dan Ballou, 417 Windsor Terrace, Rock Hill, SC
J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC
Hubie Tolson, New Bern, NC
Ben Levine, 5062 Terrier Lane, Indian Land, SC

John Weaver placed a handout at each Council Member’s desk that showed the Preliminary Master Plan of the 411 acre Collins Road site, attached as schedule D.

Councilman Larry McCullough handed out a chart (attached as schedule E) that shows the Collins Road project - \$1,000,000 payment comparisons.

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MOTION was made by Larry McCullough to deny Ordinance 2015-1357. SECONDED by Brian Carnes. Jack Estridge, Brian Carnes, Larry Honeycutt and Larry McCullough voted to DENY the Ordinance. Steve Harper, Bob Bundy and Charlene McGriff voted to approve. MOTION TO DENY passed 4-3.

Public Hearing and 2nd Reading of Ordinance 2015-1360 regarding the Covington Development Agreement (amendment needed) {60 people were in attendance}

Ordinance Title: An Ordinance to approve a development agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Covington Development; to authorize certain county officials to execute and deliver the development agreement; and to provide for other matters related thereto.

Chairman Bundy called for the Public Hearing and no citizens came forth to speak regarding this Ordinance.

John Weaver submitted a handout, attached as schedule F that is the conceptual fire station exhibit and a picture of a three bay fire station. These items will be attached to the Development Agreement as exhibits.

Penelope Karagounis, Planning Director, stated that Ben Johnson had sent an email stating that 3.01B will be added.

Brian Carnes made a MOTION to approve 2nd Reading of Ordinance 2015-1360. SECONDED by Charlene McGriff. Passed 7-0.

2nd Reading of Ordinance 2015-1361 regarding the rezoning of property for Covington Development

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Sinacori Builders, LLC, located along the Southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District; and to provide for other matters related thereto.

Brian Carnes made a MOTION to approve 2nd Reading of Ordinance 2015-1361. SECONDED by Larry Honeycutt. Passed 7-0.

2nd Reading of Ordinance 2015-1359 rezoning of property of Thomas W. Culp and Jane G. Revocab, represented by Wesley G. Taubel

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Thomas W. Culp and Jane G. Revocab, represented by Wesley G.

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Taubel, located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple Family/Agricultural District; and to provide for other matters related thereto.

Steve Harper made a MOTION to approve 2nd reading of Ordinance 2015-1359. SECONDED by Larry McCullough. Passed 6-1. Brian Carnes opposed.

Penelope Karagounis will ask SC Department of Transportation about signals for Calvin Hall and SC 160.

1st Reading of Ordinance 2015-1362 regarding a numbering correction in Ordinance 2015-1350 relating to roads that are to be donated to SCDOT and accepted in the County Road system.

Ordinance Title: An Ordinance to correct numbering errors in Ordinance 2015-1350 approving the donation of certain county roads to the South Carolina Department of Transportation and to accept certain roads from the State of South Carolina into the county road system; and to authorize county officials to take such actions as necessary to effectuate the purposes of this ordinance.

Steve Willis noted that there were number errors on the map from the South Carolina Department of Transportation that needed correction.

Charlene McGriff made a MOTION to approve the 1st reading of Ordinance 2015-1362. SECONDED by Larry Honeycutt. Passed 7-0.

1st Reading of Ordinance 2015-1363 regarding the Procurement Code

Ordinance Title: An Ordinance to amend Chapter 2, Article VI (Lancaster County Procurement Code) so as to add to Section 2-257 (Methods of Source Section) a new exception to competitive sealed bidding; to amend section 2-260 (Procedures for procurements not exceeding \$25,000); to add a new section relating to a local vender preference provision.

Mr. John Weaver, Attorney, explained that there are three items being addressed by these amendments to the Procurement Code. First is to amend Chapter 2, Article VI so as to add to Section 2-257; a new exception to competitive sealed bidding. The second item is to amend Section 2-260, Procedures for Procurements not exceeding \$25,000. Lastly, the passage of the Ordinance will add a new section relating to a local vender preference provision. This topic was brought before the Administration Committee on May 21, 2015 and was favorably recommended.

Brian Carnes made a MOTION to approve 1st reading of Ordinance 2015-1363. SECONDED by Charlene McGriff. Passed 7-0.

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Discussion and Action Items

Lancaster County Board and Commission appointments

Debbie Hardin, Clerk to Council, stated that the following appointments needed to be considered:

Doug Barnes – Airport Commission - to represent District 2 for a 4 year term.

Chad Catledge – Construction Board of Appeals - to serve in an alternate position for a 4 year term.

Jerry Carnes – Construction Board of Appeals - to represent District 3 for a term ending on 6-30-2017.

Fred Catoe – Historical Commission - to serve in an advisory position for a 4 year term.

Cathy Catoe – Historical Commission - to serve in an advisory position for a 4 year term.

Robbie Knight - Historical Commission - to serve in an advisory position for a 4 year term.

Bunny King - Historical Commission - to serve in an advisory position for a second 4 year term.

David Freeman – Planning Commission - to represent District 1 for a term ending 6-30-2017.

Larry McCullough made a MOTION to approve all of the above Board and Commission appointments. SECONDED by Charlene McGriff. Passed 7-0.

Lancaster County Economic Development Corporation status of audit request

Council discussed the audit request for Lancaster County Economic Development Corporation. There was a question as to whether or not Council needed to make a motion relating to their intention with conducting the audit. Mrs. Debbie Hardin, Clerk to Council, was asked to recite the motion made at the June 8th meeting in regard to this subject. The motion was recited as follows:

“Charlene McGriff moved to request LCEDC’s approval and cooperation for an independent CPA firm to conduct an audit of the corporations’ financial books and records. Charlene McGriff further moved to authorize the Administrator to enter into a contract with Baucknight,

Pietras & Stormer, PA pursuant to the terms set forth in the proposal. SECONDED by Larry Honeycutt. Passed 4-3. Brian Carnes, Larry McCullough and Jack Estridge opposed.”

Chairman Bundy said that he would meet with Council members individually to discuss what the scope would be and gather their input and comments within the next week. He will compile the information and relay it to the audit firm that will be conducting the forensic audit.

Adjournment

Larry Honeycutt made a MOTION to adjourn. SECONDED by Charlene McGriff. Passed 7-0

Respectfully Submitted:

Approved by Council, July 27, 2015

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Virginia C. Burgess
Deputy Clerk to Council

Steve Harper, Secretary

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1362

AN ORDINANCE

TO CORRECT NUMBERING ERRORS IN ORDINANCE 2015-1350 APPROVING THE DONATION OF CERTAIN COUNTY ROADS TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION AND TO ACCEPT CERTAIN ROADS FROM THE STATE OF SOUTH CAROLINA INTO THE COUNTY ROAD SYSTEM; AND TO AUTHORIZE COUNTY OFFICIALS TO TAKE SUCH ACTIONS AS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS ORDINANCE.

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

Section 1. Findings and determinations.

Council finds and determines that:

- (1) Lancaster County Council approved Ordinance 2015-1350 on May 18, 2015;
- (2) the South Carolina Department of Transportation noted there were four numbering errors in the ordinance; and
- (3) it is the purpose of this ordinance to correct those numbering errors.

Section 2. Roads to be donated – corrected designations.

The Council authorizes and approves the donation of the following roads, which are a part of the Lancaster County Road System, to the South Carolina Department of Transportation:

Carmel Road (from S-29-853 to S-29-373371)

Hammond Carnes Road (from S-29-875874 to S-29-330) (contingent upon developer donating Regent Parkway to SCDOT)

Laurel Avenue (from S-29-485495 to terminus)

Section 3. Roads to be accepted.

The Council authorizes and approves the acceptance of the following roads, which are a part of the South Carolina Department of Transportation into the Lancaster County Road System:

Strafford Drive (from Beginning Milepost 0.00 to Ending Milepost 0.3345)

Section 4. Authority to act.

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

Section 5. 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 6. Controlling provisions.

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

Section 7. Effective date.

This ordinance is effective upon third reading and approval of the donation and acceptance by the South Carolina Department of Transportation Commission.

AND IT IS SO ORDAINED, this 10th day of August, 2014.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	July 13, 2015	Passed 7-0
Second Reading:	July 27, 2015	Tentative
Third Reading:	August 10, 2015	Tentative

Approved as to form:

John Weaver, County Attorney

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1363

AN ORDINANCE

TO AMEND CHAPTER 2, ARTICLE VI (LANCASTER COUNTY PROCUREMENT CODE) SO AS TO ADD TO SECTION 2-257 (METHODS OF SOURCE SECTION) A NEW EXCEPTION TO COMPETITIVE SEALED BIDDING; TO AMEND SECTION 2-260 (PROCEDURES FOR PROCUREMENTS NOT EXCEEDING \$25,000.00); TO ADD A NEW SECTION RELATING TO A LOCAL VENDOR PREFERENCE PROVISION.

WHEREAS, upon the recommendation of the Procurement Officer and the Administrator, County Council has determined that it is in the best interest of Lancaster County to amend its Procurement Code so as to update and modify certain provisions so as to insure the most efficient and effective means by which the county governs the management, method, control and procurement of supplies, services and materials procured by the County.

THEREFORE, by the power and authority granted to the Lancaster County Council by 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 2-257 is amended so as to add a subsection (h) as an exception to the requirement that contracts be awarded by competitive sealed bidding. The new subsection shall relate to "Special/Unusual Procurements and shall be further defined within Division 3 of the Lancaster County Code as follows:

"A Special/Unusual Procurement is the acquisition by Lancaster County of personal property, services and improvements to real property without competition, subject to the approval of the County Administrator or designee. Lancaster County is justified in utilizing a special/unusual procurement when it has a need that has a unique requirement that the use of the procurement methods would not responsibly satisfy or further the interests to Lancaster County."

2. Section 2-260 is amended as follows:

- a. **Purchases under \$2,500.00.** Small purchases not exceeding Two Thousand Five Hundred (\$2,500.00) Dollars may be accomplished without securing competitive quotations if the prices are considered to be reasonable.
- b. **Purchases from \$2,500.01 to \$25,000.00.** Purchases between Two Thousand Five Hundred & 01/100 (\$2,500.01) Dollars to Twenty Five Thousand (\$25,000.00)

Dollars may be accomplished by solicitation of quotes from a minimum of three qualified sources and documentation of the quotes submitted with the purchase requisition.

3. The Lancaster County Procurement Code and the Lancaster County Code of Ordinances are amended so as to add a Local Vendor Preference provision as follows:

The lowest local responsible and responsive bidder who is within three (3) percent with a cap of six thousand dollars (\$6,000.00), of the lowest non-local responsible and responsive bidder, may match the bid submitted by the non-local responsible and responsive bidder and thereby be awarded the contract. The local preference as set forth in this section shall only be applied to responses to solicitations of written quotes and invitations to bid in excess of ten thousand dollars (\$10,000.00). The local preference as set forth in this section shall only be given to local responsible and responsive bidders who have a physical business address located and operating within Lancaster County for a minimum of six (6) months prior to the solicitation of quotes and/or bids, and who have met all other requirements of the solicitations of written quotes or the invitation to bid, including, without limitation, payment of all duly assessed state and local taxes. If state or federal guidelines prohibit or otherwise limit local preference, then the county shall not use local preference in awarding the contract. If there are multiple responsible and responsive bidders who meet the local preference guidelines as set forth in the section, the county shall use standard procurement practice and procedure as set forth in the article to determine the priority of selection. The local preference as set forth in this section does not waive or otherwise abrogate the county's unqualified right to reject any and all bids or proposals or accept such bids or proposals, as appears in the county's own best interest.

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AND IT IS SO ORDAINED

Dated 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	July 13, 2015	Passed 7-0
Second Reading	July 27, 2015	Tentative
Third Reading	August 10, 2015	Tentative

**AS RECOMMENDED FOR APPROVAL
BY THE
INFRASTRUCTURE AND REGULATION AGREEMENT COMMITTEE
For Third Reading Consideration at the July 27, 2015 Council Meeting**

STATE OF SOUTH CAROLINA)	
)	
COUNTY OF LANCASTER)	ORDINANCE NO. 2015-1360

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE COVINGTON 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 Covington 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 Covington 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 27th day of July, 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:	April 21, 2015	
First Reading:	June 22, 2015	Passed 7-0
Second Reading:	July 13, 2015	Passed 7-0
Council Public Hearing:	July 13, 2015	
Third Reading:	July 27, 2015	Tentative

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Exhibit A to Ordinance No. 2015-1360

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

See attached.

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

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the ____ day of _____, 2015 (“Agreement Date”), by and among **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 165 acres, more or less, located in the County and known as the Covington development.

WHEREAS, Developer has submitted an application to the County requesting that the Covington development property be rezoned to R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay 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 it were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections §§6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means 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 office of 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. 2015-1361” means Ordinance No. 2015-1361 of the County zoning the Property R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District.

(11) “Ordinance No. 2015-1360” means Ordinance No. 2015-1360 of the County approving this Agreement.

(12) “Parties” means County and Developer.

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

(14) “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.

(15) “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. A copy of the UDO has been signed by the Parties and is on file in the office of the County Planning Department.

(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 Covington development.

Section 1.05. Zoning. The Property is zoned R-15P, Moderate Density Residential / Agriculture Panhandle District, with a Cluster Subdivision Overlay District, pursuant to Ordinance No. 2015-1361.

Section 1.06. Permitted Uses. (A) The UDO 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 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. 2015-1360 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. 2015-1360 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 forty (140) or more 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 Ordinance No. 2015-1361 and 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) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(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. Connectivity; Sidewalks. (A) Notwithstanding the provisions of Sections 2.1.5.6(i), 13.7.10.3 and 13.7.9.1 of the UDO, all relating to connectivity, links and nodes, Developer and County agree that the Developer is not required to provide a stubbed out street for any adjacent undeveloped parcel or a parcel used for a single family home that contains a minimum of five (5) acres, except that a stubbed out street shall be provided to that parcel identified as Tax Map No's. 0003-00-042.00, 0003-00-040.11, and 0005-00-002.00. Further, due to inherent constraints associated with the Property, including, without limitation, topographic and environmental constraints, Developer and County agree that the subdivision shall have a connectivity index of not less than 1.0.

(B) Developer agrees to include sidewalks on Harrisburg Road, Barberville Road and within the development. The sidewalks on Harrisburg Road and Barberville 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 these sidewalks shall rest with the Property Owners Association.** The sidewalk construction requirement on Harrisburg Road and Barberville Road is limited to the areas where Harrisburg Road and Barberville Road abut the Developer's Property identified herein. The purpose for including 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 required to be enforced pursuant to the laws of South Carolina 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. 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 One Hundred Sixty-Five Thousand and No/100 dollars (\$165,000.00) upon the earlier of either December 1, 2016 or the closing on the sale of any portion of the Covington 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. Fire and EMS Station. Developer agrees to donate to County, by the time of final plat approval for the first phase of the Covington development, approximately two (2) acres of land to be identified by mutual agreement of the parties on Exhibit F (the "Substation Property"), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. Developer will convey fee simple title to the Substation Property to County by general warranty deed. The deed will include appropriate restrictions on the Substation Property to ensure that the Substation Property will continue to be used for either fire or public safety related uses, or both uses, for at least ten (10) years from the date of transfer. Title to the Substation Property shall be insurable. Developer is responsible for the costs and expenses of transferring title to the Substation Property, except County is responsible for any title insurance premiums if County chooses to purchase title insurance. County agrees, and County shall cause the Pleasant Valley Fire Protection District to agree, that the new Substation built on the Substation Property shall be of a design that is compatible with and will not detract from the Covington development; the parties anticipate that such Substation design will be

similar in exterior appearance to the sketch shown on Exhibit F-1, or substantially similar thereto with Developer's approval, which approval shall not be unreasonably withheld.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County Three Hundred Thirty Thousand and No/100 dollars (\$330,000.00) upon the earlier of either December 1, 2016, or the closing on the sale of any portion of the Covington 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 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2015, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees. (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County's costs of processing applications, issuing development permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.04. Infrastructure and Services. The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

(c) 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.

(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 agrees to provide County prior to final plat approval documentation that a mechanism, such as a property owners' association, is in place for the perpetual maintenance of all roads with 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 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. Maximum Density. Notwithstanding the maximum density set forth in the UDO, the maximum density for residential use for the Property is two (2) dwelling units per acre.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement or any provision of 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) 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. Vinyl Siding. The use of vinyl siding on the homes constructed on lots within the development is prohibited, except that vinyl eaves, soffits and corners are allowed on all homes.

Section 4.07. Age-Restricted Development. County acknowledges that Developer intends to develop the portion of the Property shown as Villages 5, 6, 7 and 8, consisting of approximately fifty-five (55) acres, located south of Clem's Branch Creek on the Cluster Subdivision Overlay District Rezoning Plan, attached hereto as Exhibit G and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, into an age-restricted community where at least eighty percent (80%) of the residential dwelling units within Villages 5, 6, 7 and 8 must be occupied (not owned) by at least one person fifty-five (55) years of age or older as permitted under the Fair Housing Act, as amended. The reason for including Exhibit G in this Agreement is solely for the purpose of identifying generally the area within the development where the age-restricted Villages will be located.

Section 4.08. Historic Site. Developer agrees to monument and provide an easement for trail access to the Historic Revolutionary War Trail area that traverses the Covington project near the project boundary and neighboring Bridgehampton development in the vicinity of Clem's Branch Creek. Proposed Easement for trail access will be planned so as to provide opportunities for possible future connection to the Clem's Branch Greenway that is being cooperatively planned across the SC/NC state line by the Mecklenburg County Parks and Recreation Department.

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. 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., Thursday, December 31, 2015, 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 _____, 2015.

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 _____, 2015.

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

Exhibit A
Property Description

Covington Development

Tax Map No. 3, Parcel 40.00 (portion), 40.02, 40.04, 40.06 and 40.09 [and referred to as 0003-00-040.00 (portion), 0003-00-040.02, 0003-00-040.04, 0003-00-040.06 and 0003-00-040.09]

Tax Map No. 4, Parcel 1 and 2 [and referred to as 0004-00-001.00 and 0004-00-002.00]

LEGAL DESCRIPTION SHOULD BE INSERTED WHEN AVAILABLE.

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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	Aug. 1, 2015	Feb. 1, 2016
Phased Land Development	Mar. 1, 2016	Dec. 1, 2020
Home Construction Starts	Dec. 1, 2016	Aug. 1, 2021
Year 1 Home Closings – Approx. 60 per year	Jan. 1, 2017	Dec. 31, 2017
Year 2 Home Closings – Approx. 60 per year	Jan. 1, 2018	Dec. 31, 2018
Year 3 Home Closings – Approx. 60 per year	Jan. 1, 2019	Dec. 31, 2019
Year 4 Home Closings – Approx. 60 per year	Jan. 1, 2020	Dec. 31, 2020
Year 5 Home Closings – Approx. 60 per year	Jan. 1, 2021	Dec. 31, 2021

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 three hundred thirty (330) residential units.

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Exhibit D
Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, 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 Acts Retirement – Life Communities, Inc. (Tax Map No. 0004-00-001.00), Sauer Properties, Inc. (Tax Map No. 0004-00-002.00), Mike and Jennifer Knabenshue (portion of Tax Map No. 0003-00-040.00), Janice Patterson Poston (Tax Map Nos. 0003-00-040.02 and 0003-00-040.04), Mamie B. Patterson Revocable Living Trust (Tax Map No. 0003-00-040.06), Shirley Patterson MacKenzie (Tax Map No. 0003-00-040.09).

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Section 4.05.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the*

agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.

(I) a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations. See Section 2.01(A).

(J) a description, 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 Section 1.09(B), Section 3.05 and Section 5.14.*

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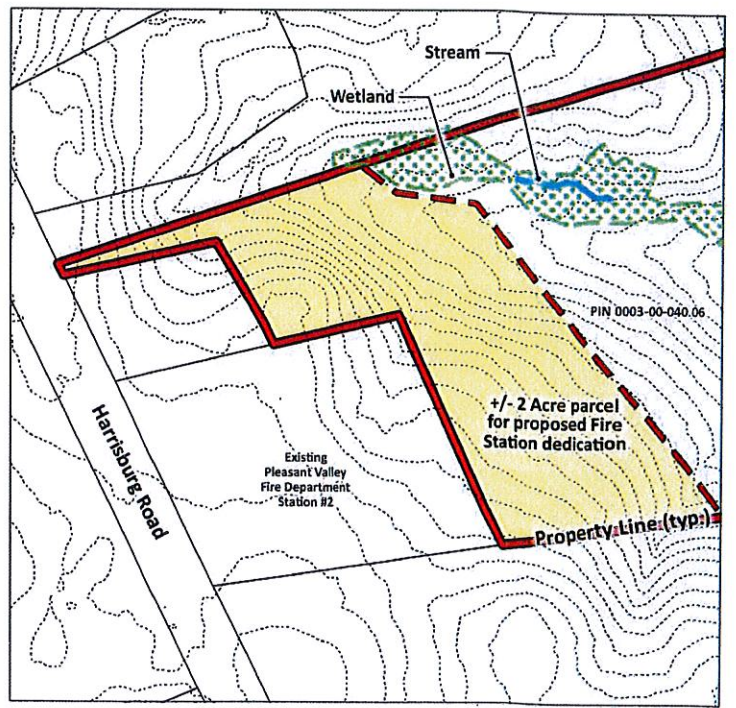
Exhibit E
Laws and Land Development Regulations

1. Ordinance No. 2015-____ zoning the Property R-15, Moderate Density Residential / Agricultural District, with a Cluster Subdivision Overlay District.
2. Ordinance No. 2015-_____, 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.
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
Substation Property

See attached.



DRAFT
DO NOT REY ON THIS DOCUMENT

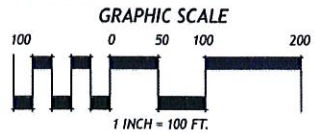


ESP Associates, P.A.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
NC - 704.583.4949 SC - 803.802.2410
www.espassociates.com



Covington Conceptual Fire Station Exhibit

July 10, 2015



P.O. Box 471785, Charlotte NC 29247

Exhibit F-1
Substation Design Sketch – Exterior Appearance

See attached.



03/02/20

Exhibit G
Schematic Plan

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

)

ORDINANCE NO. 2015-1361

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF SINACORI BUILDERS, LLC, LOCATED ALONG THE SOUTHEAST QUADRANT OF THE INTERSECTION OF BARBERVILLE ROAD AND HARRISBURG ROAD, ALONG THE NC/SC STATE LINE IN LANCASTER COUNTY, SOUTH CAROLINA FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT WITH A CLUSTER SUBDIVISION OVERLAY 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) Sinacori Builders, LLC applied to rezone property located along the southeast quadrant of the intersection of Barberville Road and Harrisburg Road, along the NC/SC state line in Lancaster County, South Carolina from R-15P, Moderate Density Residential/Agricultural Panhandle District, to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District.

(b) On April 21, 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-15P, Moderate Density Residential/Agricultural Panhandle District, to R-15P, Moderate Density Residential/Agricultural Panhandle District with a Cluster Subdivision Overlay District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 4, Parcels 1 and 2; Tax Map 3, Parcels 40.02, 40.04, 40.06, 40.09 and a portion of Parcel 40.

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, provided, however, the rezoning provided for in Section 2 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 2 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 2 of this ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Thursday, December 31, 2015 then the rezoning provided for in Section 2 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 27th day of July, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: June 22, 2015	Passed 7-0
Second Reading: July 13, 2015	Passed 7-0
Third Reading: July 27, 2015	Tentative

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1359

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY THOMAS W. CULP AND JANE G. REVOCAB, REPRESENTED BY WESLEY G. TAUBEL, LOCATED EAST OF THE INTERSECTION OF ELVEN DRIVE AND CALVIN HALL ROAD FROM B-3, GENERAL COMMERCIAL DISTRICT TO MF, MULTIPLE FAMILY/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) Wesley G. Taubel applied to rezone property located east of the intersection of Elven Drive and Calvin Hall Road from B-3, General Commercial District to MF, Multiple-Family/Agricultural District.

(b) On May 19, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (7-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from B-3, General Commercial District to MF, Multiple-Family/Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-090.01

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, 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: 6-22-15	Passed 7-0
Second Reading: 7-13-15	Passed 6-1
Third Reading: 7-27-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1358

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTIES OF MR. KEN STARETT REPRESENTING GROSS BUILDERS, LOCATED AT 1033 FORT MILL HIGHWAY AND 9838 STOCK LANE IN THE INDIAN LAND COMMUNITY IN LANCASTER COUNTY, SOUTH CAROLINA FROM R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT TO MF, MULTIPLE-FAMILY/AGRICULTURAL DISTRICT AND TO B-3, GENERAL COMMERCIAL 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) Mr. Ken Starett representing Gross Builders applied to rezone properties located at 1033 Fort Mill Highway and 9838 Stock Lane from R-15P, Moderate Density Residential/Agricultural Panhandle District to MF, Multiple-Family/Agricultural District and to B-3, General Commercial District

(b) On May 19, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 7-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural Panhandle District, to MF, Multiple-Family/Agricultural District for a portion of Tax Map 6, Parcel 69 and all of Tax Map 6, Parcel 7. The applicant proposes a portion of Tax Map 6, Parcel 69 to be rezoned to B-3, General Commercial District.

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 10th day of August, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: June 22, 2015	Passed 7-0
Second Reading: July 13, 2015	Postponed by Developer
Second Reading July 27, 2015	Tentative
Third Reading: August 10,, 2015	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#: 2015-1352
Contact Person / Sponsor: John Weaver
/Department: County Attorney
Date Requested to be on Agenda: July 27, 2015
Committee: I&R (Favorable Recommendation)

Issue for Consideration: Whether or not is appropriate and in order to pass this Ordinance that involves the Master Multi-County Park (MCP) Agreement between Lancaster County and Chesterfield County.

Points to Consider: In December, 2013, Lancaster County entered into the Agreement noted above. That ordinance required that a non-host county (the county getting the 1%) must agree to additional property being added to a multi-county park in the host county by a 3 reading ordinance. This ordinance accomplishes two things: 1) A non-host county may agree for the host county to accept property into its MCP by Resolution (1 vote) rather than by an ordinance; 2) Chesterfield County has a project that involves two parcels being located in its MCP in Chesterfield County. Because a 3 reading ordinance is still required until this ordinance passes that reduces the approval process for Lancaster County from three readings down to one reading, this ordinance becomes the first of three reading to approve the inclusion of the two Chesterfield County properties into their MCP.

Funding and Liability Factors: N/A

Council Options: Pass or Reject the Ordinance

Recommendation: Pass the Ordinance

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1352

AN ORDINANCE

TO AMEND THE MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN LANCASTER COUNTY AND CHESTERFIELD COUNTY, DATED AS OF DECEMBER 9, 2013, SO AS TO ALLOW THE NON-HOST COUNTY TO APPROVE THE ADDITION OF PROPERTY TO THE MULTI-COUNTY PARK BY RESOLUTION OF COUNCIL AND TO ADD TO THE AGREEMENT PROPERTY LOCATED IN CHESTERFIELD COUNTY (ONE PARCEL – PROJECT PELLET); 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. 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) the Park Agreement currently provides that property may be added to the Multi-County Park upon the passage of approving ordinances enacted by the respective county councils; and

(4) Lancaster County and Chesterfield County desire to simplify the process of adding property to the Park by revising Section 5(B)(1) of the Park Agreement to provide that property may be added to the Park Agreement by ordinance of the county in which the subject property is located and by resolution of the non-host county; and

(5) Chesterfield County desires to add property located in Chesterfield County to the Multi-County Park.

(b) It is the purpose of this ordinance, among other things, to approve an amendment to the Park Agreement that allows the non-host county to approve the addition of property to the Multi-County Park by passage of a resolution by the council of the non-host county, to approve the addition of one parcel located in Chesterfield County owned by DC Custom Freight, d/b/a Fiber Fuels (Tax Map No. 37-58) to the Park Agreement, to remove the parcel owned by DC Custom Freight, d/b/a Fiber Fuels (Tax Map No. 37-58) from the prior multi-county park agreement between Chesterfield and Lancaster Counties dated August 13, 2012, and to approve the addition of one parcel located in Chesterfield County owned by TS4, LLC (Tax Map No. 18-201) to the Park Agreement.

Section 2. **Approval of amended process for adding property.**

Council approves the amendment of Section 5(B)(1) of the Park Agreement to read:

~~/(1) Ordinance County Action Required. Property may be added to or removed from the Park as authorized by ordinances of the county both Lancaster County and Chesterfield County in which the subject property is located and resolution of the non-host county. Property may be removed from the Park by ordinances of both counties./~~

Section 3. **Approval of addition of property.**

Council approves the amendment of Exhibit B (Chesterfield County) of the Master Multi-County Park Agreement dated December 9, 2013 to read:

/EXHIBIT B (Chesterfield County)
Chesterfield County Property

Properties included pursuant to Chesterfield County Ordinance No. _____, enacted on _____, 2015 and effective _____, 2015:

755 State Road S-13-680, Jefferson, SC 29718

Tax Map No.

Owner

37-58

DC Custom Freight, LLC
d/b/a Fiber Fuels

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

Tax Map No.

Owner

18-201

TS4, LLC/

Section 4. **Removal of parcel from prior park agreement.**

Upon the later of the passage of this Ordinance or the passage of a counterpart ordinance by Chesterfield County adding to the Park Agreement the property owned by DC Custom Freight, d/b/a Fiber Fuels (Tax Map No. 37-58), such property will be removed from the prior multi-county park agreement between Chesterfield and Lancaster Counties dated August 13, 2012 (approved by Lancaster County Ordinance No. 1138 and Chesterfield County Ordinance No. 12-13-05).

Section 5. Preparation of amended park agreement.

When Lancaster County and Chesterfield County have each passed an ordinance approving the amendments contained in this ordinance, the County Administrator shall cause to be prepared an amended Park Agreement. The Council Chair and Council Secretary are authorized to execute the amended Park Amendment. A copy of the amended Park Agreement, including a revised Exhibit B (Chesterfield County), shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

Section 6. 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 and the performance of all obligations of the County under and pursuant to this ordinance.

Section 7. 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 8. 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 9. Effective date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this 24th day of August, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	July 27, 2015	Tentative
Second Reading:	August 10, 2015	Tentative
Public Hearing:	August 24, 2015	Tentative
Third Reading:	August 24, 2015	Tentative

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Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Debbie Hardin

Department: Council

Date Requested to be on Agenda: 7-27-15

Issue for Consideration:

Appointment of various boards and commission members for new 4 year terms to begin upon Council's approval.

Points to Consider:

Health and Wellness Commission

School District Representative: Mr. Curwood Dillingham

Funding and Liability Factors: n/a

Council Options:

A motion would be required to appoint the new terms as listed.

Recommendation: Appoint new terms.

PETITION

State of South Carolina

County Lancaster

Page must contain signatures of voters from only one county.

P U R P O S E	Candidate		If not candidate petition, enter statement of purpose: Pursuant to Section 4-9-30(5)(a)(i) of The Code of Laws of South Carolina, as amended, and by this petition the undersigned electors of the Pleasant Valley Fire District or the Indian Land Fire District request that a Special Tax District be created for the purpose of an enhanced public safety presence provided by the Lancaster Sheriff's Department and that the Lancaster County Council and the Lancaster County Election Commission set a special election on the question of the creation of the above described special tax district.
	Office		
	Election Date		

	Signature & Printed Name	Residence Address & Phone #	Precinct	VR# & DOB
1	Signature			Voter Registration #
	Print Name			Date of Birth
2	Signature			Voter Registration #
	Print Name			Date of Birth
3	Signature			Voter Registration #
	Print Name			Date of Birth
4	Signature			Voter Registration #
	Print Name			Date of Birth
5	Signature			Voter Registration #
	Print Name			Date of Birth
6	Signature			Voter Registration #
	Print Name			Date of Birth
7	Signature			Voter Registration #
	Print Name			Date of Birth
8	Signature			Voter Registration #
	Print Name			Date of Birth
9	Signature			Voter Registration #
	Print Name			Date of Birth
10	Signature			Voter Registration #
	Print Name			Date of Birth
11	Signature			Voter Registration #
	Print Name			Date of Birth
12	Signature			Voter Registration #
	Print Name			Date of Birth

SECTION 4-9-30. Designation of powers under each alternative form of government except board of commissioners form.

Under each of the alternate forms of government listed in Section 4-9-20, except the board of commissioners form provided for in Article 11, each county government within the authority granted by the Constitution and subject to the general law of this State shall have the following enumerated powers which shall be exercised by the respective governing bodies thereof:

- (1) to adopt, use and revise a corporate seal;
- (2) to acquire real property by purchase or gift; to lease, sell or otherwise dispose of real and personal property; and to acquire tangible personal property and supplies;
- (3) to make and execute contracts;

(4) to exercise powers of eminent domain for county purposes except where the land concerned is devoted to a public use; provided, however, the property of corporations not for profit organized under the provisions of Chapter 35 of Title 33 shall not be subject to condemnation unless the county in which their service area is located intends to make comparable water service available in such service area and such condemnation is for that purpose. After any such condemnation, the county shall assume all obligations of the corporation related to the property and the facilities thereon which were condemned;

(5)(a) to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided and make appropriations for functions and operations of the county, including, but not limited to, appropriations for general public works, including roads, drainage, street lighting, and other public works; water treatment and distribution; sewage collection and treatment; courts and criminal justice administration; correctional institutions; public health; social services; transportation; planning; economic development; recreation; public safety, including police and fire protection, disaster preparedness, regulatory code enforcement; hospital and medical care; sanitation, including solid waste collection and disposal; elections; libraries; and to provide for the regulation and enforcement of the above. However, prior to the creation of a special tax district for the purposes enumerated in this item, one of the following procedures is required:

(i) When fifteen percent of the electors in a proposed special tax district sign and present to the county council a petition requesting the creation of a special tax district, an election must be held in which a majority of the electors in that area voting in the election shall approve the creation of the special tax district, the nature of the services to be rendered and the maximum level of taxes or user service charges, or both, authorized to be levied and collected. The petition must contain a description of the proposed special tax district, the elector's signature and address. If the county council finds that the petition has been signed by fifteen percent or more of the electors resident within the area of the proposed special tax district, it may certify that fact to the county election commission. Upon receipt of a written resolution certifying that the petition meets the requirements of this section, the county election commission shall order an election to be held within the area of the proposed special tax district. The election ordered pursuant to this section is a special election and must be held, regulated, and conducted with the provisions prescribed by Chapters 13 and 17 of Title 7, except as otherwise provided in this section. The county election commission shall give at least thirty days' notice in a newspaper of general circulation within the proposed special tax district. The county election commission shall certify the result of the election to the county council and county council by written resolution shall publish the result of the election.

STATE OF SOUTH CAROLINA)

COUNTY OF LANCASTER)

RESOLUTION NO. 0874-R2015

RESOLUTION

IN SUPPORT OF THE LANCASTER COUNTY SHERIFF'S EFFORTS TO DETERMINE THE COMMUNITY'S INTEREST THROUGHOUT THE INDIAN LAND SECTION OF THE COUNTY IN CONSIDERING THE IMPLEMENTATION OF A SPECIAL PURPOSE TAX DISTRICT FOR AN ENHANCED PUBLIC SAFETY PRESENCE.

WHEREAS, the rapid growth in population, residential dwellings and commercial establishments throughout Indian Land have intensified the public's request for additional public safety presence in the area so as to have a more rapid response time from the Lancaster County Sheriff's Department, and

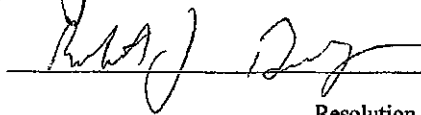
WHEREAS, Sheriff Faile has presented a proposal, being attached here to, that appears to support the need for an enhanced public safety presence;

NOW THEREFORE, BE IT RESOLVED by Lancaster County Council that its support hereby is voiced for the Lancaster County Sheriff to commence a process of determining the desire of the electorate in Indian Land for a Special Purpose Tax District. It is understood and agreed that the requirements of state law (§4-9-30) will be followed and are as follows:

1. Fifteen percent (15%) of the electors in the proposed Special Tax District must sign and present to County Council a petition requesting the creation of a Special Tax District;
2. If the County Council finds that the petition has been signed by fifteen percent (15%) or more of the electors residing within the area of the proposed District, that fact may be certified via Resolution to the County Election Commission;
3. The Commission shall order a special election within the proposed District pursuant to state law.
4. The Commission shall certify the results of the election to County Council and by Resolution the Council shall publish the results.
5. Thereafter, if the election results favor the creation of a Special Tax District, by ordinance the County Council shall establish the Special Tax District.

AND IT IS SO RESOLVED

Dated this 18th day of May, 2015



Resolution No. 0874-R2014
Page 1 of 2

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

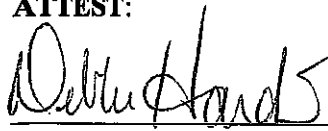


Bob Bundy, Chair, County Council



Steve Harper, Secretary, County Council

ATTEST:



Debbie Hardin, Clerk to Council

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	July 27, 2015 Council Agenda (see note about Committee)

Issue for Consideration:

Building and Zoning permit fee waiver for Habitat for Humanity house.

Points to Consider:

County Council waived fees for the previous house in 2013.

That motion was limited to that particular project.

Habitat has several projects lined up in Lancaster County.

We would request authorization to waive the permit fees, but not the need for a permit and to meet all requirements, for Habitat projects.

Funding and Liability Factors:

Amount for fee would vary from project to project.

Habitat would still be required to obtain all permits, have all required inspections, and meet all applicable codes. There would be no increased liability for this action.

Council Options:

Accept or reject the request from Habitat.

Staff Recommendation:

Due to the nature of the project, staff recommends the waiving of the fees but noting that all permits must be obtained, all inspections must be performed, and all code requirements must be met.

Committee Recommendation:

Habitat is ready to apply for a permit for there next project. Due to the time constraints and the fact that Council has previously approved such action I have not taken this to the I&R Committee. If directed, we will have this on the August I&R Committee schedule.

Debbie Hardin

From: Nita Brown <double_517@yahoo.com>
Sent: Tuesday, July 21, 2015 9:17 AM
To: Steve Willis
Cc: Chip Cox; Debbie Hardin
Subject: Agenda Item for July 27 County Council Meeting - Permit Fee Waiver for Habitat homes

Dear Steve,

Per information you provided us by phone, we learned that the permit fee waiver granted to us by county council in 2013 was for one home, originally planned for construction that year. Due to delays and funding issues, we did not proceed with that project. We are now ready to begin construction on our first home in the county, at 1123 Ten Oaks Drive - a new milestone for Habitat that marks the beginning of fulfilling our mission to help families in the entire county.

The letter we received in 2013 gave us the impression we had been granted a waiver on all permit fees for all our homes built in the county going forward. Since you advised us that was not the case, we are requesting that council re-visit our fee waiver request. To simplify things for the future so we will not need to request a waiver for each home, we would like council to grant a "blanket" waiver for all Habitat homes constructed in the county. As you may know, the city council voted to waive fees for us on all our homes built within the city limits, and it is our hope that the county will do likewise.

Currently, we are averaging one home per year, and our short-term goal is to begin constructing two homes per year, so we are not talking about a large volume or loss of income to the county for fees. We have been fortunate to receive good support from the city to help us in our mission, and it is our hope that we will also have the county's support.

Thank you for the opportunity to present our request to Council, and for your assistance in adding us to the agenda.

Best regards,
Nita Brown

Nita Brown
Executive Director
Habitat for Humanity of Lancaster County
PO Box 1441
Lancaster, SC 29721
Office: (803) 283-1203
Cell: (803) 577-4142
info@habitatlancastersc.org

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Director Morris Russell on behalf of the Heath Springs FD
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – July 14, 2015 County Council – July 27, 2015

Issue for Consideration:

Approval for FEMA Grant EMW-2014-FO-01610.

Points to Consider:

This is FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match.

The grant will purchase a washer/ extractor and air dryer for firefighter turnout gear.

The equipment complies with NFPA standards and meets the guidelines as established by the Lancaster County Fire Commission.

The request for acceptance has been endorsed by the Fire Commission.

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$17,075 with grant funding of \$16,262 and a local match of \$813.

The local match is in the County FY 2015-16 budget.

Council Options:

Council may accept or reject the grant.

Staff Recommendation:

Proceed as recommended by the Fire Commission. A motion to approve the grant as presented is needed.

Committee Recommendation:

The Public Safety Committee recommends approval of the grant.

U S Department of Homeland Security
Washington, D C 20472



FEMA

Mr. Patrick Helms
Heath Springs Volunteer Fire Department
PO BOX 100
Heath Springs, South Carolina 29058-0100

Re: Award No.EMW-2014-FO-01610

Dear Mr. Helms:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$16,262.00. As a condition of this award, you are required to contribute a cost match in the amount of \$813.00 of non-Federal funds, or 5 percent of the Federal contribution of \$16,262.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email

indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Kamoie", with a horizontal line drawn underneath.

Brian E. Kamoie
Assistant Administrator for Grant Programs

Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2014-FO-01610
GRANTEE: Heath Springs Volunteer Fire Department
DUNS NUMBER: 807515239
AMOUNT: \$17,075.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

22-MAY-15 to 21-MAY-16

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$15,810.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
State Taxes	\$1,265.00
Total	\$17,075.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist:

Chancee Williams

Chancee.Williams@dhs.gov

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2014-FO-01610	2. AMENDMENT NO. 0	3. RECIPIENT NO. 57-0991369	4. TYPE OF ACTION AWARD	5. CONTROL NO. W494333N
6. RECIPIENT NAME AND ADDRESS Heath Springs Volunteer Fire Department 103 Duncan St. Heath Springs South Carolina, 29058-0100	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER Patrick Helms	PHONE NO. 8033138052	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 22-MAY-15	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:22-MAY-15 To:21-MAY-16 Budget Period From:23-JAN-15 To:30-SEP-15	

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2015-F4-C111-P4310000-4101-D	\$0.00	\$16,262.00	\$16,262.00	\$813.00
TOTALS			\$0.00	\$16,262.00	\$16,262.00	\$813.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
20-MAY-15

[Go Back](#)

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Director Morris Russell on behalf of the McDonald Green FD
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – July 14, 2015 County Council – July 27, 2015

Issue for Consideration:

Approval for FEMA Grant EMW-2014-FO-05629.

Points to Consider:

This is FEMA Assistance to Firefighters grant. It is a 95% grant with a 5% local match.

The grant will purchase a washer/ extractor and air dryer for firefighter turnout gear.

The equipment complies with NFPA standards and meets the guidelines as established by the Lancaster County Fire Commission.

The request for acceptance has been endorsed by the Fire Commission.

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$17,020 with grant funding of \$16,210 and a local match of \$810.

The local match is in the County FY 2015-16 budget.

Council Options:

Council may accept or reject the grant.

Staff Recommendation:

Proceed as recommended by the Fire Commission. A motion to approve the grant as presented is needed.

Committee Recommendation:

The Public Safety Committee recommends approval of the grant.



FEMA

Mr. Francis Ghent
McDonald-Green Vol Fire Dept
2787 Lynwood Dr
Lancaster, South Carolina 29720-8020

Re: Award No.EMW-2014-FO-05629

Dear Mr. Ghent:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of \$16,210.00. As a condition of this award, you are required to contribute a cost match in the amount of \$810.00 of non-Federal funds, or 5 percent of the Federal contribution of \$16,210.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://portal.fema.gov>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

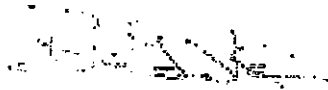
Step 1: Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the

Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,



Brian E. Kamoie
Assistant Administrator for Grant Programs

**SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
Application**

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2014-FO-05629
GRANTEE: McDonald-Green Vol Fire Dept
DUNS NUMBER: 110640898
AMOUNT: \$17,020.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

22-MAY-15 to 21-MAY-16

Amount Awarded

The amount of the award is detailed in the attached Obligor Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$15,760.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00

Indirect Charges	\$0.00
State Taxes	\$1,260.00
Total	\$17,020.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that may require an Environmental Planning and Historic Preservation (EHP) review.

To access the EHP screening form and instructions for AFG activities, go to the Department of Homeland Security/Federal Emergency Management Agency website at: http://www.fema.gov/media-library-data/1426773591041-afc0154b20b5ba6cc2c11ed8e8b5c5a2/EHP_Screening_Form_31615.pdf, Environmental and Planning Historical Review Screening Forms on AFG Application portal

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Chanee Williams at Chanee.Williams@fema.dhs.gov.

FEMA Officials

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that may require an Environmental Planning and Historic Preservation (EHP) review.

To access the EHP screening form and instructions for AFG activities, go to the Department of Homeland Security/Federal Emergency Management Agency website at: http://www.fema.gov/media-library-data/1426773591041-afc0154b20b5ba6cc2c11ed8e8b5c5a2/EHP_Screening_Form_31615.pdf, Environmental and Planning Historical Review Screening Forms on AFG Application portal

Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Chancee Williams at Chancee.Williams@fema.dhs.gov.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2014-FO-05629	2. AMENDMENT NO. 0	3. RECIPIENT NO. 31-1769564	4. TYPE OF ACTION AWARD	5. CONTROL NO. W494333N
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6. RECIPIENT NAME AND ADDRESS McDonald-Green Vol Fire Dept 2787 Lynwood Dr Lancaster South Carolina, 29720-8020	7. ISSUING OFFICE AND ADDRESS Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 POC: Rosalie Vega	8. PAYMENT OFFICE AND ADDRESS FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472
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9. NAME OF RECIPIENT PROJECT OFFICER Francis Ghent	PHONE NO. 8032868808	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960
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11. EFFECTIVE DATE OF THIS ACTION 22-MAY-15	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From: 22-MAY-15 To: 21-MAY-16
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Budget Period
From: 23-JAN-15 To: 30-SEP-15

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON- FEDERAL COMMITMENT
AFG	97.044	2015-F4- C111-P4310000-4101-D	\$0.00	\$16,210.00	\$16,210.00	\$810.00
TOTALS			\$0.00	\$16,210.00	\$16,210.00	\$810.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Rosalie Vega

DATE
18-MAY-15

Go Back

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Sheriff Barry Faile
Department:	Sheriff's Office
Date Requested to be on Agenda:	Public Safety Committee – July 14, 2015 County Council – July 27, 2015

Issue for Consideration:

Approval for 2015 USDOJ Justice Assistance Grant.

Points to Consider:

This is an annual, non-competitive formula grant. It is a 100% grant with no local match.

Sheriff Faile always utilizes this funding for needed capital and training items. He does not utilize these funds for recurring expenses.

A public comment period (but not a formal public hearing) must be conducted at the Council meeting.

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$18,226.00 for 5 laptop computers @ \$3,076, Detention Center lockers @ \$2,450.00, Mental Health training @ \$7,700, and 5 body cameras @\$5,000.

Council Options:

Council may accept or reject the proposed funding. Council may not amend the amounts.

Staff Recommendation:

Proceed as proposed by Sheriff Faile. A motion to approve the funding request as presented is needed.

Committee Recommendation:

The Public Safety Committee recommends approval of the grant.

Review Narrative

The Lancaster County Sheriff's Office made the JAG application available for review on June 22nd, 2015 to the Lancaster County Administrator. The application will be forwarded to the County Council Members (Governing Body) and the application will be placed on the County Council Meeting agenda for the next meeting. Once the County Council approves the application, we will provide BJA with the approval date in writing.

The application will be open for public discussion/comment at the Lancaster County Council's monthly meeting.

ABSTRACT

Applicant's Name: Lancaster County Sheriff's Office

Title of Project: Law Enforcement Technology Improvement Program and Mental Health Training

Goals of Project: Purchase equipment to provide them with equipment needed to perform their jobs and store items in a safe manner. Also to purchase items so that all Officers have the same equipment (laptops) while performing their daily duties on the beat. Provide Officers with Mental Health training so that they can be better prepared on how to deal with individuals that have mental health issues.

Goals to achieve with the purchase of Lockers: 1) Purchasing these lockers will ensure that all personal property is stored in a secure location. 2) Inmate property and personnel's personal property will not get mixed up or housed in the incorrect location.

Goals to achieve with the purchase of the other equipment: 1) We have several laptops that our patrol division uses that have needed repairs and because of their age, it has been more cost efficient to replace them rather than spend lots of money just to repair. So, with these laptops, we will be able to provide all officers with a laptop to use while out on their beat. 2) Body cameras will be used to improve evidence for arrest and prosecution, increase transparency and legitimacy and expedite resolution of complaints and lawsuits

Goal to be achieved with Mental Health Training: 1) Train the officers on mental health and mental health crisis-intervention.

Strategies to be used: The Sheriff's Office will follow the procurement procedures and will either bid or purchase the needed equipment under state contract (if available) to ensure that we receive the best possible equipment for the most competitive price. Once purchased, the equipment will be issued to the officers that are in need of the specific equipment. This equipment will be documented as to which officer has been assigned to the specific equipment.

Project Identifiers: Computer software/hardware, Equipment—General, Mental Health, Body-Worn Cameras, Correctional Facilities

2015 JAG Budget

Laptops (5)	\$3,076.00
Detention Center Lockers	\$2,450.00
Mental Health Training	\$7,700.00
Body Cameras (5)	\$5,000.00
<hr/>	
Grand Total	\$18,226.00

Program Narrative

Like many other agencies across South Carolina and nation, the Lancaster County Sheriff's Office has been impacted by the tough current economic conditions. The state has reduced funding for the State Law Enforcement Division which is an assisting agency to local law enforcement agencies like the Lancaster County Sheriff's Office. In addition, the state has also reduced the funding being provided to local government as well. However, the state and federal government continues to mandate local law enforcement to perform more and more functions. As a result, Lancaster County Sheriff's Office has been forced to do more with less. These circumstances have forced the Sheriff's Office to reduce from its budget much needed equipment. Below is a list of equipment needs, which will be obtained with the funds by this grant.

Laptops:

Five (5) laptops will be purchased with the funds. The main goal to achieve with the purchase of laptops is to equip the officers with the needed equipment to be efficient. Having the laptops, the officers, investigators and/or command staff will have internet access to motor vehicle records, previous reports filed thru our office, access to other reports filed within the state and all other "law enforcement websites" that they can use via internet ,while on the beat. Also with these laptops, reports will be able to be completed and submitted by the officers while on the street, instead of the officers having to come into the office to submit the reports. This again is more efficient and it keeps more officers on the road versus officers in the station doing paperwork.

Lockers:

Lockers will be purchased with the grant funds. The Detention Center needs lockers to store their personnel's personal items while on shift. Having these lockers would ensure that all personal items were away from the area where inmate's items are brought in and stored. This purchase will help maintain a central location for the storing of personal property of staff members. At the current time, they do not have any place to securely store their items. To effectively keep personal items and inmate items separate these lockers are needed.

Mental Health Training:

Mental Health Training will be mandatory for all sworn officers and detention center officers. This training will be presented by a mental health professional and will train the officers on mental health and mental health crisis-intervention. Mental health issues impacts numerous facets of the criminal justice system and with this training, all officers will be more prepared on how to handle these types of issues. This will cover cost of the trainer and the training cost for each officer.

Body Cameras:

Five (5) body cameras will be ordered. The Sheriff and Command Staff will assign these to officers as they see fit.

In conclusion, it is with great appreciation that these direct grant funds are being made available to the Lancaster County Sheriff's Office. These funds will be used to purchase much needed equipment so that we can provide efficiency to the officers and our citizens. Protecting and serving our citizens and officer safety is a priority that we strive to meet on a daily basis.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Sheriff Barry Faile
Department:	Sheriff's Office
Date Requested to be on Agenda:	Public Safety Committee – July 14, 2015 County Council – July 27, 2015

Issue for Consideration:

Approval for 2015 USDOJ COPS Grant.

Points to Consider:

This is a personnel grant. The entire grant is available but is large; I have attached the programmatic pages that explain the purpose of the grant.

This grant would involve two new personnel. They would be Community Service Liaisons. They would be assigned to Patrol District 2 (middle Lancaster County).

This is a two year grant. At the conclusion the positions would be locally funded for the program to continue.

Funding and Liability Factors:

Funding would total \$37,677.50 (including fringe) for year 1 and \$38,754.00 (including fringe) for year 2 per position. There would be two personnel involved for a grant total of \$152,863 for two years for personnel.

Equipment cost would be one time and would total \$1,920.00.

This is a 100% grant for two years.

Council Options:

Council may discuss this with Sheriff Faile, especially in regards to future funding. As an elected official, the final decision on submitting the grant rests with the Sheriff.

Staff Recommendation:

Proceed as proposed by Sheriff Faile, while noting there is no guarantee that a future Council will provide additional funding upon conclusion of the grant. ** see attached opinion from SCAC ; it is just an opinion.

Committee Recommendation:

The Public Safety Committee recommends approval of the grant.

1. Application Topic: President's Task Force on 21st Century Policing Field initiated Project

The Lancaster County Sheriff's Office plans to use several recommendations and action items that are addressed in The President's Task Force on 21st Century Policing report. Our overall goal of this project is to proactively promote public trust, create opportunities in communities for positive interaction with officers and to build relationships with community residents and business/organizations.

2. Program goals: Develop Knowledge and Increase awareness

The Lancaster County Sheriff's Office knows that there is lots of room for developing more knowledge on how important community policing activities are and it is our goal to develop a program that will not only benefit us and the community now, but in the future. By showing that this project is successful, we intend to increase awareness to other communities in the county and let the Community Service Liaisons take the project's successes to other parts of the county.

3. Strategy:

The President's Task Force on 21st Century Policing report 1.5 Recommendation: Law enforcement agencies should proactively promote public trust by initiating positive nonenforcement activities to engage communities that typically have high rates of investigative and enforcement involvement with government agencies.

Two civilian staff members will work in the community to promote public trust and serve as the liaison between the community and the officers that are assigned patrol duties in those areas. We have divided our County into three different districts and in each district we have assigned zones. Each officer is assigned a district and zone and they work their district/zones each time they work. We have two zones within our District 2 that has the highest rate of violent crimes. The Community Services Liaisons (CSL's) will be placed in those two zones that we have the highest rate of violent crimes. The CSL's will work with community members to ensure that the law-abiding citizens are not being targeted just because they reside in this community. Officers will attend training that deals with procedural justice and bias as well as ethics and any other training that the liaisons and command staff sees fit.

The President's Task Force on 21st Century Policing report 1.5.3 ACTION ITEM:
Law enforcement agencies should create opportunities in schools and communities for positive, nonenforcement interactions with police. Agencies should also publicize the beneficial outcomes and images of positive, trust-building partnerships and initiatives.

The CSL's will communicate with the officers of any upcoming events that youth or children may be attending so that officers can make it a point to attend and make positive impacts on these youngsters away from their homes. Having officers to participate in community events will help build trust. The CSL's will also work with the Public Information Officer for the Sheriff's Office to make sure these types of interactions are publicized on TV and in the newspaper.

The President's Task Force on 21st Century Policing report 1.8

RECOMMENDATION: Law enforcement agencies should strive to create a workforce that contains a broad range of diversity including race, gender, language, life experience, and cultural background to improve understanding and effectiveness in dealing with all communities.

The CSL's will work with the recruiting staff and make recommendations on potential candidates from this district. Again, not all residents that live in this high crime area are bad people, so there may be good candidates that never thought they could have a law enforcement career because of where they live or their social status. The CSL's will work with these residents to encourage them to apply for those types of positions.

Having the two liaisons engaging in these efforts should be a benefit. Not only will they help with making the community and law enforcements relationships stronger, these relationships will help reduce the crime rate in these areas as well. Having the CSL's working directly with officers and residents on a daily basis will demonstrate that crime is not welcome in this area and the crime will decrease.

We have numerous organizations/business that we want to partner with to make this project more successful; however, we feel that we need to get the foundation set first and then bring aboard these organizations and such. The last thing that we want to do is discourage any one from wanting to help make this a positive project and until we get the basic foundation set, having too many team members could create confusion. It is our hopes that we get this basic foundation set within a few months and then we would be able to bring aboard the rest of the team.

Again, our overall goal of this project is to proactively promote public trust, create opportunities in communities for positive interaction with officers and to build relationships with community residents and business/organizations.

4. Capacity and experience:

With this funding, we will be able to create two new positions that will be the CSL's. These two people will be civilian staff. We will follow our hiring process procedures to hire or promote two people into these positions. We feel that we have some experience in community policing. A few years back we had a resident deputy program, but because of funding and turnover rates, we had to disbar that program. We have since went under a new Sheriff and new Command Staff and they see the need to start more community policing strategies, hence that is why now we have Deputies assigned to one beat.

5. Management and implementation plan:

The CSL's will report to the Support Services Lieutenant. They will work with all deputies that are assigned to the zones that they have been assigned. They will report on a bi-weekly basis to the Command Staff and other members of the staff of the progress of the project and any upcoming events in their area. They will coordinate with the grant manger to ensure that all paperwork, surveys, reports are documented and in the grant file for inspection if needed.

Timeline: Year 1

1st quarter the CSL's will be hired and will review all policies and procedures for the department. They will do a ride along with each shift in the zone that they have been assigned to get the feedback from the deputies as to where the most violent offenses occur. Command Staff will issue a press release stating what the CSL's will be doing and how the project will work.

2nd Quarter the CSL's will start meeting with residents in their assigned zones.

3rd Quarter the CSL's will continue to meet residents in their assigned zone and they will begin to meet with organizations and business in their zones as well. They will start planning/organizing/attending events that are occurring in their zones and work with deputies so that they can plan to be in attendance at these as well.

4th Quarter the CSL's will continue to visit residents and other organizations/business in their zones.

Timeline: Year 2

The CSL's will continue to build relationships with all residents and businesses in their zones. They will continue to ensure that the community members are giving positive feedback about the project. They will continue to attend/plan/organize events in their zones. They will present data that will show the decrease in crime rates to the media and to the residents. Before the end of year to we will apply for more grant funding and prepare to move these CSL's to other areas of the county according to the statics. Once funding is received, they will start the process over again in a different area, spreading the concept that community policing works.

6. Evaluation

We will be able to evaluate this project by being able to show a reduction in the crime rate. We plan to poll the residents in the zone that was part of the project to get their feedback on the project as well.

§ 4-9-30

pursuant to §4-9-36, to the library system's board of trustees rather than the county administration. Where one statute addresses an issue in general terms and another statute addresses the same issue in more specific terms, the more specific statute will be considered an exception to, or qualifier, of the general statute. Op. Atty. Gen., dated July 11, 2008.

* Counties are prohibited by §4-9-30(7) from terminating the employees of public officials. Where grant funds or other special revenue funds were used to hire additional sheriff's deputies, it is doubtful whether action could be taken by a county council to discontinue funding for those positions. Council would be required to pick up where the grant ended, even if the purpose for the hiring may no longer exist and the county did not provide the original funding for the position. Op. Atty. Gen., dated October 26, 2007.

Because the appointing authority for county election commissioners is an authority outside county government, pursuant to §4-9-30(7), the General Assembly has mandated that county council possesses no authority to appoint election commission clerks. Op. Atty. Gen., dated October 22, 2007.

County governing bodies have the responsibility for employing and discharging county personnel. This employment and discharge authority does not extend to any personnel employed in departments or agencies under the direction of an elected official or an official appointed by an authority outside county government. A county government's ability to decrease appropriations to the office of an elected official is limited in that the appropriations cannot be decreased to the extent that they prevent the office from functioning properly or abolish the office. Op. Atty. Gen., dated January 08, 2007.

Pursuant to §4-9-30(7), a county council would be authorized to increase the compensation to a sheriff for any increased duties brought about by his providing law enforcement services to a municipality during his term of office. Op. Atty. Gen., dated August 25, 2006.

County council possesses the authority to delegate certain administrative powers and duties to third parties, which would in all likelihood include the county director. So long as council does not delegate legislative or policy making powers to others but confines its delegation of authority to administrative and ministerial powers, a court would probably conclude such delegation is not an unlawful delegation of power. Op. Atty. Gen., dated March 10, 2004.

Neither the county nor the county legislative delegation has the authority to extend the period for paid military leave beyond forty-five days as found in S.C. Code § 8-7-90. County personnel policies are inapplicable to veterans' affairs officers. Op. Atty. Gen., dated April 11, 2001.

Personnel classification and salary schedules for county employees are determined by county council pursuant to authority granted by § 4-9-30(7). Council members are specifically excluded from section 4-9-30(7) and their salary and compensation must be set in accordance with § 4-9-100.



BUDGET REPORT TO COUNTY COUNCIL

**Fiscal Year Ended, June 30, 2015
(Final Report will be CAFR)**

***This is an unaudited report to management and is intended
for informational purposes only.***

Council Meeting- July 27, 2015

Prepared by Veronica C. Thompson, Finance Director

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Financial Highlights of the General Fund	Page 3-6
Summary of All County Funds	Page 7-8
GF Revenue & Expenditure Statement	Page 9-11

This report reflects the unaudited financial activities of Lancaster County for the fiscal year ended June 30, 2015. The Finance Department will close the FY15 books the end of August to ensure the activities are recorded in the proper year.

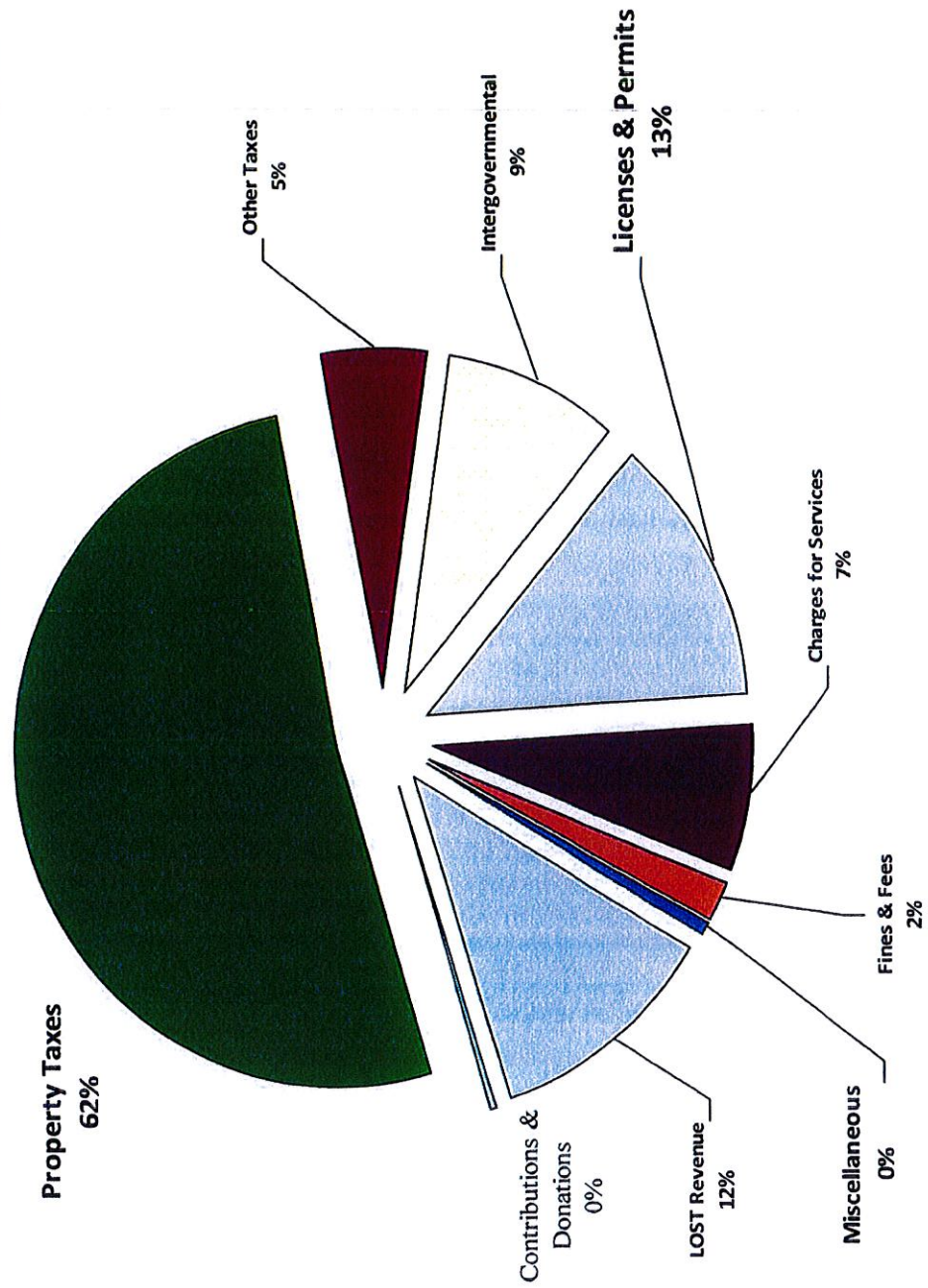
- **Total revenue including Other Financing Sources - \$41,445,946**
- **Total expenditures including Other Financing Uses - \$42,138,425**
- **Unassigned fund balance for the General Fund is estimated to be \$16,173,946 which is 38 percent of total general fund budget.**
- **Major revenue sources included:**
 - **Ad Valorem Taxes-Current- \$15,414,017**
 - **Ad Valorem Taxes-Delinquent- \$613,363**
 - **Ambulance Charges- \$2,305,634**
 - **Building Permits- \$3,323,539**
 - **Cable Franchise Licenses- \$433,183**
 - **FILOT- \$836,678**
 - **Homestead Reimbursement- \$1,246,943**
 - **Local Option Revenue- \$3,275,323**
 - **Local Option Rollback- \$1,459,312**
 - **Register of Deeds Fees- \$848,919**
 - **Road Improvement Fees- \$2,179,251**
 - **State Aid- \$2,197,616**
 - **Vehicle Taxes- \$2,406,897**
- **Major expenditures included:**
 - **Direct Assistance- \$862,409**
 - **Disposal Contract- \$1,370,768**
 - **Fleet Maintenance & Gasoline- \$1,578,531**
 - **Fringe Benefits- \$6,992,609**
 - **Utilities (General)- \$994,604**
 - **Utilities (Telephone)- \$472,866**
 - **Wages & Salaries- \$17,346,698**
 - **Equipment- Capitalized- \$1,207,983**
 - **Maintenance- Service Agreements- \$522,785**
 - **Contractual Services- \$1,712,739**
 - **Professional Services- \$961,720**
 - **Insurance- P&L, etc.- \$803,850**
 - **Transfers- \$2,558,433**

The County's legal level of budgetary authority is the fund level. Any significant budgetary variances have to be explained in the County's CAFR. Below are departments with significant variances:

DEPT.	BUDGET	ACTUAL	VARIANCE	REASON
Emergency Management	353,748.00	400,837.00	(47,089.00)	Emergency Items for Ebola
County Firefighters	618,277.00	654,179.00	(35,902.00)	Still researching
Roads & Bridges	2,458,696.00	2,606,827.91	(148,131.91)	Repairs to due floods
Solid Waste Collections	2,547,365.00	2,633,772.55	(86,407.55)	Increase in disposal services

The Auditors will arrive on September 8th and it's anticipated they will remain for two weeks.

YTD Revenue by Source- General Fund
(excludes Other Financing Sources)



Fund Balances

The County's total fund balance as of mid-July postings reflect a decrease of \$509,719. We anticipate receiving the final revenue from the State by August.

	Current Year	Prior Year
Nonspendable	\$ 471,200	\$ 470,608
Restricted	\$ 1,308,243	\$ 1,757,465
Committed	\$ -	\$ -
Assigned	\$ 1,943,915	\$ 1,238,174
Unassigned	\$ 16,173,946	\$ 16,940,776
Fund Balance at June 30:	\$ 19,897,304	\$ 20,407,023

Fund Balance terminology (GASB 54)

There are five components of fund balance:

1. Nonspendable- examples would include inventory and prepaid items
2. Restricted- externally enforceable by law, etc.

Unrestricted

3. Committed- self imposed limitations (requires ordinance-highest level)
4. Assigned- intended use limitations
5. Unassigned

Requests for Information

This financial report is designed to provide a general overview of Lancaster County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional information should be addressed to:

Veronica C. Thompson
Finance Director
vcthompson@lanastercountysc.net

Lancaster County
SUMMARY OF ALL FUNDS - June 2015 (incomplete)

The following is a summary of the County's financial results for all Budgetary Funds.

1 GENERAL FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	40,207,378	40,962,434	101.9%
Expenditures	-40,153,392	-39,312,404	97.9%
Other Financing Sources	2,453,915	483,512	19.7%
Other Financing Uses	-2,507,901	-2,558,433	102.0%
Revenues Over (Under) Expenditures	0	-424,891	

2 CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,318,000	1,415,188	107.4%
Expenditures	-1,318,000	-1,170,094	88.8%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	245,094	

3 COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,045,000	1,092,504	104.5%
Expenditures	-1,164,985	-930,792	79.9%
Other Financing Sources	119,985	0	
Revenues Over (Under) Expenditures	0	161,713	

4 VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	87,605	84,028	95.9%
Expenditures	-87,605	-80,479	91.9%
Other Financing Sources	-	0	
Revenues Over (Under) Expenditures	0	3,548	

5 E-911 FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	406,150	559,384	137.7%
Expenditures	-412,217	-428,831	104.0%
Other Financing Sources	6,067	0	
Revenues Over (Under) Expenditures	0	130,554	

6 COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,276,500	1,501,364	117.6%
Expenditures	-1,500,000	-910,687	60.7%
Other Financing Sources	223,500	0	
Revenues Over (Under) Expenditures	0	590,677	

7 INDIAN LAND FIRE PROTECT DISTRICT FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	454,025	491,771	108.3%
Expenditures	-454,025	-431,470	95.0%
Other Financing Sources	0	0	
Revenues Over (Under) Expenditures	0	60,301	

Lancaster County
SUMMARY OF ALL FUNDS - June 2015 (incomplete)

The following is a summary of the County's financial results for all Budgetary Funds.

LOCAL ACCOMMODATIONS TAX FUND

8	CATEGORY	BUDGET	YTD ACTUAL	%
	Revenues	35,000	53,658	153.3%
	Expenditures	-35,000	-16,793	48.0%
	Other Financing Use	0	0	
	Revenues Over (Under) Expenditures	0	36,864	

9 DEBT SERVICE FUND *Excludes Bond Refunding Transactions

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	2,342,965	2,377,967	101.5%
Expenditures	-2,342,965	-2,337,718	99.8%
Other Financing Sources	0		
Revenues Over (Under) Expenditures	0	40,249	

10 CAPITAL PROJECT SALES TAX FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	8,000,000	6,323,583	79.0%
Expenditures	-15,000	-15,585	103.9%
Other Financing Use	-7,985,000	-6,088,932	76.3%
Revenues Over (Under) Expenditures	0	219,065	
Total collected \$40,008,528. Payments made toward Courthouse debt \$30,890,658			

11 RECREATION FUND

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	1,258,696	1,221,439	97.0%
Expenditures	-2,304,198	-2,250,498	97.7%
Other Financing Source	1,045,502	1,071,557	
Revenues Over (Under) Expenditures	0	42,498	

12 AIRPORT FUND *Excludes Airport Grants

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	191,059	228,626	119.7%
Expenditures	-241,059	-260,394	108.0%
Other Financing Source	50,000	50,000	
Revenues Over (Under) Expenditures	0	18,232	

13 PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND *Excludes Bond Refunding Transactions

CATEGORY	BUDGET	YTD ACTUAL	%
Revenues	388,498	428,497	110.3%
Expenditures	-398,498	-375,443	94.2%
Other Financing Source	30,000	0	
Other Financing Use	-20,000	-20,000	100.0%
Revenues Over (Under) Expenditures	0	33,054	

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2014-2015

06/01/2015 TO 06/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
10 GENERAL FUND					
REVENUE:					
400 CURRENT PROPERTY TAXES	18,478,605.00	299,325.72	18,826,667.69	-348.062.69	102
410 DELINQUENT PROPERTY TAXES	1,127,000.00	51,938.45	746,359.06	380.640.94	66
417 PROPERTY TAXES-STATE REIM	1,527,947.00	943.71	1,521,305.18	6.641.82	100
418 PROPERTY TAXES-LOST REV	5,237,803.00	0.00	4,734,635.20	503.167.80	90
419 MULTI COUNTY PILOT	0.00	790.81	24,866.74	-24.866.74	0
422 OTHER TAXES	2,100,000.00	206,387.50	2,183,930.84	-83.930.84	104
430 STATE GRANTS	0.00	1,060.31	1,060.31	-1.060.31	0
434 INTERGOVERNMENTAL- STATE	2,957,875.00	15,521.62	2,554,932.69	402.942.31	86
436 INTERGOVERNMENTAL- LOCAL	679,758.00	198,520.41	1,106,150.95	-426.392.95	163
440 LICENSE- MISCELLANEOUS	0.00	0.00	760.50	-760.50	0
441 LICENSE- FRANCHISE	484,000.00	4,394.70	459,589.28	24.410.72	95
442 LIC & PERMITS- BLDG	3,010,575.00	286,677.00	3,614,670.00	-604.095.00	120
444 LIC & PERMITS- PLANNING	20,500.00	3,280.00	66,235.00	-45.735.00	323
446 LIC & PERMITS- ROD	773,000.00	118,624.25	1,107,379.98	-334.379.98	143
448 LIC & PERMITS- CORONER	1,500.00	340.00	2,620.00	-1.120.00	175
450 CHGS. FOR SVCS.- PUBLIC W	112,500.00	9,972.83	112,005.21	494.79	100
455 CHGS. FOR SVCS.- FEES	272,500.00	14,292.39	268,856.88	3.643.12	99
456 CHGS. FOR SVCS.- COPIES	14,650.00	1,508.00	23,829.80	-9.179.80	163
457 CHGS. FOR SVCS.- OTHER	16,500.00	3,260.00	18,216.00	-1.716.00	110
458 CHGS. FOR SVCS.- EMS	2,350,000.00	98,246.33	2,305,633.62	44.366.38	98
459 CHGS. FOR SVCS.- MISC	32,300.00	2,964.00	31,969.16	330.84	99
460 FINES & FEES-TEMP VEH TAG	3,000.00	200.00	2,495.00	505.00	83
461 FINES & FEES- COURTS	811,500.00	118,689.53	760,770.17	50.729.83	94
463 FINES & FEES- DRUF FORF	0.00	0.00	27,874.72	-27.874.72	0
464 FINES & FEES- OTHER	10,000.00	500.00	8,800.00	1.200.00	88
465 FINES & FEES- OTHER	0.00	50.01	1,025.01	-1.025.01	0
466 FINES & FEES- OTHER	15,000.00	1,085.00	13,085.00	1.915.00	87
467 FINES & FEES- OTHER	15,000.00	4,600.00	40,325.00	-25.325.00	269
468 FEES- BANK	2,750.00	300.00	3,000.00	-250.00	109
470 CONTRIBUTION & DONATIONS	69,115.00	1,375.00	123,251.94	-54.136.94	178
480 INTEREST INCOME	20,500.00	0.00	34,463.55	-13.963.55	168
490 OTHER INCOME	40,500.00	12,975.89	193,381.42	-152.881.42	477
491 OTHER INCOME	20,000.00	2,445.16	41,336.03	-21.336.03	207
495 OTHER INCOME	3,000.00	12.00	952.16	2.047.84	32
TOTAL REVENUE	40,207,378.00	1,460,280.62	40,962,434.09	-755,056.09	102

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT

FY 2014-2015

06/01/2015 TO 06/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
EXPENDITURE:					
500 WAGES	17,017,169.00	2,157,668.06	17,346,698.07	-329,529.07	102
510 FRINGE	7,206,447.00	539,384.30	6,764,013.12	442,433.88	94
520 OTHER PERSONNEL EXPENDITURE	324,363.00	26,395.98	228,595.60	95,767.40	70
530 TRAVEL, TRAINING, & DUES	441,654.00	38,091.22	302,976.37	138,677.63	69
540 SUPPLIES	391,620.00	51,904.67	373,618.16	18,001.84	95
541 POSTAGE	363,940.00	43,153.62	345,340.23	18,599.77	95
542 CLOTHING	189,460.00	14,090.52	181,559.41	7,900.59	96
543 SUPPLIES- LAUNDRY	217,000.00	22,517.77	216,609.14	390.86	100
544 SUPPLIES- PUBLIC WORKS	551,403.00	118,545.88	637,401.26	-85,998.26	116
545 SUPPLIES- CUSTODIAL	16,000.00	1,732.73	15,499.13	500.87	97
547 SUPPLIES- ANIMAL FOOD	3,000.00	263.31	3,317.77	-317.77	111
548 SUPPLIES- HAND TOOLS	19,098.00	3,300.73	17,929.58	1,168.42	94
549 SUPPLIES- WELCOME CENTER	4,000.00	392.85	4,187.33	-187.33	105
550 EQUIPMENT- NON CAPITAL	116,230.00	7,450.89	74,688.64	41,541.36	64
551 EQUIPMENT- GENERAL	476,916.00	92,011.48	424,936.54	51,979.46	89
560 CAPITAL EQUIPMENT	1,197,400.00	219,498.03	1,217,535.09	-20,135.09	102
570 UTILITIES	983,140.00	90,724.37	994,603.99	-11,463.99	101
571 UTILITIES- TELEPHONE	506,450.00	82,456.74	472,866.18	33,583.82	93
580 RENT	5,500.00	0.00	4,722.41	777.59	86
581 RENT- BUILDING	83,750.00	3,750.00	70,000.00	13,750.00	84
582 RENT- EQUIPMENT	5,000.00	0.00	1,841.11	3,158.89	37
590 MAINTENANCE	1,718,225.00	194,108.13	1,582,374.54	135,850.46	92
591 MAINTENANCE- GENERAL	62,500.00	14,663.35	62,762.86	-262.86	100
593 MAINTENANCE-SVC AGREEMENT	624,125.00	32,212.85	524,165.38	99,959.62	84
594 MAINTENANCE- BLDG	130,000.00	15,654.87	138,636.54	-8,636.54	107
600 CONTRACTUAL SERVICES	1,916,844.00	224,949.48	1,839,867.67	76,976.33	96
604 PS-MEDICAL & PROFESSIONAL	1,010,715.00	78,787.50	973,535.24	37,179.76	96
605 CS- PRINTING	336,045.00	23,157.40	303,442.47	32,602.53	90
608 SC DEPT OF CORRECTIONS	25,000.00	1,365.00	16,005.00	8,995.00	64
612 CS-DISPOSAL CONTRACT	1,175,000.00	129,445.23	1,374,799.09	-199,799.09	117
613 DEMOLITION EXPENSE	51,500.00	2,525.00	50,227.90	1,272.10	98
620 DIRECT ASSISTANCE	13,041.00	0.00	13,040.77	0.23	100
625 DIRECT ASSISTANCE	868,559.00	63,698.36	862,409.06	6,149.94	99
650 INSURANCE	808,171.00	300.00	803,849.60	4,321.40	99
670 ADVERTISING	69,400.00	5,095.67	65,718.34	3,681.66	95
680 FEE REIMBURSEMENT	600.00	0.00	435.24	164.76	73

**COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT**

FY 2014-2015

06/01/2015 TO 06/30/2015

	<u>BUDGETED</u>	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>REMAINING BALANCE</u>	<u>PCT USED</u>
690 SPECIAL PROJECTS	461,734.00	51,796.66	367,145.97	94,588.03	80
691 SP- PROMOTIONS	56,000.00	6,987.46	47,730.78	8,269.22	85
695 SP- OTHER	2,500.00	0.00	0.00	2,500.00	0
740 LAND/BLDG. CAP PROJECTS	0.00	0.00	303,843.72	-303,843.72	0
750 EQUIPMENT LEASE	142,500.00	18,540.14	127,064.58	15,435.42	89
760 GRANTS MATCH	273,043.00	16,998.46	118,009.15	155,033.85	43
771 DS- LEASE PURCHASE	207,430.00	0.00	207,429.50	0.50	100
780 MISCELLANEOUS	51,000.00	2,851.03	30,239.78	20,760.22	59
781 MISCELLANEOUS	26,350.00	3,326.00	28,677.15	-2,327.15	109
782 OVER/SHORT	570.00	-24.43	-1,047.53	1,617.53	-184
783 DRUG FORFEITURE	0.00	2,479.67	10,431.77	-10,431.77	0
786 DONATIONS	3,000.00	2,952.59	30,258.07	-27,258.07	1,009
TOTAL EXPENDITURE	<u>40,153,392.00</u>	<u>4,405,203.57</u>	<u>39,579,991.77</u>	<u>573,400.23</u>	<u>99</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>53,986.00</u>	<u>-2,944,922.95</u>	<u>1,382,442.32</u>		<u>2,561</u>
OTHER FINANCING SOURCE:					
801 TRANSFER IN	20,000.00	0.00	20,000.00	0.00	100
810 OFS FUND BALANCE	1,988,915.00	0.00	0.00	1,988,915.00	0
820 SALE OF CAPITAL ASSETS	0.00	0.00	18,512.38	-18,512.38	0
840 OFS- CAPITAL LEASES	445,000.00	0.00	445,000.00	0.00	100
TOTAL OTHER FINANCING SOURCE	<u>2,453,915.00</u>	<u>0.00</u>	<u>483,512.38</u>	<u>1,970,402.62</u>	<u>20</u>
OTHER FINANCING USE:					
950 TRANSFERS	2,507,901.00	72,276.00	2,558,433.43	-50,532.43	102
TOTAL OTHER FINANCING USE	<u>2,507,901.00</u>	<u>72,276.00</u>	<u>2,558,433.43</u>	<u>-50,532.43</u>	<u>102</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>0.00</u>	<u>-3,017,198.95</u>	<u>-692,478.73</u>		<u>0</u>



July 15, 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: Azteca America, YouToo, Outdoor Channel (SD & HD), RFD HD, ReelzChannel (SD & HD), Gol TV (SD & HD), Pivot, Boomerang, Boomerang Espanol, Cartoon Network (SD & HD), Cartoon Network Espanol, CNN (SD & HD), CNN Espanol, HLN (SD & HD), TBS (SD & HD), TCM (SD & HD), TNT (SD & HD), truTV (SD & HD), 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, NBC Sports Network (SD & HD), GMA Pinoy TV, GMA Life TV.

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: None at this time.

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

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, July 27 th	5:15 p.m.	Administration Committee Meeting
Monday, July 27 th	5:30 p.m.	Council Workshop
Monday, July 27 th	6:30 p.m.	Regular Council Meeting
Saturday, August 1 st Thru Tuesday, August 4 th		Hilton Head – SCAC Institute of Government and Annual Conference
Sunday, August 2 nd	4:30 p.m.	County Council Workshop Hilton Head, SC
Monday, August 10 th	6:30 p.m.	Regular Council Meeting
Tuesday, August 11 th	8:00 a.m.	Public Safety Council Conference Room
Tuesday, August 11 th	3:00 p.m.	I&R Committee Council Conference Room
Thursday, August 20 th	4:30 p.m.	Administration Committee Council Conference Room

LANCASTER COUNTY STANDING MEETINGS

3rd Thursday of each month 4:30 p.m. ... Administration Committee
 2nd Tuesday of each month 3:00 p.m. ... Infrastructure and Regulation Committee
 The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
 8:00 a.m. Public Safety Committee
 1st Thursday of each month 7:00 p.m. ... Fire Commission, Covenant Street EOC Building
 2nd and 4th Tuesday of each month 9:00 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 Tuesday 6:00 p.m. ... Historical Commission, Library Conference Room
 3rd Thursday of each month 6:30 p.m. ... Community Relations Commission, County Council Chambers
 1st Thursday of each month 5:00 p.m. ... Planning Commission work session, County Council Chambers
 3rd Tuesday of each month 6:30 p.m. ... Planning Commission, County Council Chambers
 Quarterly (2nd Monday -March, June, Sept, Dec.) 6:30 p.m. Airport Commission, Airport Conference Room