

Lancaster County Council Regular Meeting Agenda

Monday, September 28, 2015

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

1. **Call Regular Meeting to Order – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Steve Harper**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **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]*
6. **Consent Agenda**
 - a. **Minutes of the following meetings:**
 - September 14, 2015 Workshop and Regular Meeting – pgs. 5-16
 - b. **3rd Reading of Ordinance 2015-1364 rezoning property of Gary C. Sowell**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Gary C. Sowell and the Town of Kershaw represented by Sandhill's Medical Foundation, located 100 feet Northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3 General Commercial District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 5-0. Council approved by a vote of 7-0 at the August 24, 2015 meeting. This item was deferred at the 9-14-15 Council Meeting. Survey has been obtained. Penelope Karagounis – pgs. 17-18*
 - c. **2nd Reading of Ordinance 2015-1373 rezoning of 3888 Chester Highway**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Lancaster County, represented by Steve Willis, Lancaster County Administrator, located at 3888 Chester Highway from B-2, Community Business District to I-1, Light Industrial District; and to provide for other matters related thereto. *Planning Commission recommended approval by a vote of 7-0. Council approved 1st Reading on September 14, 2015 by a vote of 7-0. Penelope Karagounis – pgs. 19-20*

7. Non-Consent Agenda

Resolutions

- a. Resolution 0890-R2015 – a Resolution approving the 2015 Assessment Roll for the Edenmoor Improvement District, Lancaster County, South Carolina. (copies of the assessment rolls are available on the website www.mylancastersc.org) *Steve Willis – pgs. 21-22*
- b. Resolution 0893-R2015 – a Resolution approving the 2015 Assessment Roll for the Edgewater II Improvement District, Lancaster County, South Carolina. (copies of the assessment rolls are available on the website www.mylancastersc.org) *Steve Willis – pgs., 23-24*

Ordinance Readings

- c. **2nd Reading of Ordinance 2015-1372 to rezone property of Bradley J. Mullis**
Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Bradley J. Mullis, located 550 feet south of the intersection of Whittle Street and Shiloh Unity Road from R-45B, Rural Residential/Business/Agricultural, District to B-3, General Commercial District; and to provide for other matters related thereto. *Planning Commission recommended approval by a vote of 7-0. Council approved 1st Reading on September 14, 2015 by a vote of 6-1 (Jack Estridge opposed). Penelope Karagounis – pgs. 25-26*
- d. **2nd Reading of Ordinance 2015-1375 a budget amendment for the Lancaster County Transportation Committee (CTC) amendment needed**
Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and expenditures during the fiscal year; and to provide for other matters related thereto. *Council approved 1st Reading on September 14, 2015 by a vote of 7-0. Steve Willis – pgs. 27-30*
- e. **2nd Reading of Ordinance 2015-1371 creating the Lancaster County Department of Economic Development**
Ordinance Title: An Ordinance to authorize and approve the creation of a new county department to be known as the Lancaster County Department of Economic Development. *Council approved 1st Reading on September 14, 2015 by a vote of 6-1 (Jack Estridge opposed). John Weaver – pgs. 31-32*
- f. **2nd Reading of Ordinance 2015-1376 regarding a budget amendment for the Department of Economic Development**
Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356 relating to the appropriation of funds and the approval of a detailed budget for the Lancaster County Department of Economic Development for the remainder of this fiscal year ending June 30, 2016. *Council approved 1st Reading on September 14, 2015 by a vote of 7-0. Steve Willis – pgs. 33-35*

g. Public Hearing and 2nd Reading of Ordinance 2015-1367 regarding modifications to the Edenmoor Improvement District (now known as Walnut Creek) amendment needed

Ordinance Title: An Ordinance to authorize certain modifications to the Edenmoor Improvement District and the existing Assessment Roll related thereto, including changing references therein to the Walnut Creek Improvement District, subdividing such improvement district to relate to certain parcels or areas therein and approving revised Assessment Rolls relating to such parcels or areas; and to provide for other matters relating thereto. *Council approved 1st Reading on August 24, 2015 by a vote of 7-0. John Weaver – pgs. 36-40*

h. Public Hearing and 2nd Reading of Ordinance 2015-1368 to authorize and provide for issuance and sale of Walnut Creek Improvement District Revenue Bonds and other related matters amendment needed

An Ordinance to authorize and provide for the issuance and sale of not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2015a-1; to limit the payment of the bonds solely to the assessments imposed on certain designated parcels within the Walnut Creek Improvement District; to provide for the execution of a Master Trust Indenture, First Supplemental Indenture thereto, contract of purchase and other related documents for the Series 2015a-1 bonds, and an amended and restated Master Trust Indenture and one or more supplements thereto related to the series 2006 bonds; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto. *Council approved 1st Reading on August 24, 2015 by a vote of 7-0. (A copy of the Master Trust Indenture can be obtained by contacting the Clerk to Council). John Weaver – pgs. 41-50*

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

Ordinance Title: An Ordinance to establish the Avondale mixed use Planned Development District (PDD-27); to approve the master plan for the development of the PDD-27 property; to provide the regulations that will apply to the development of the PDD-27 property; and to provide for other matters related thereto. *Planning Commission recommend approval by a vote of 5-1. The I & R Committee moved forward to Council with no recommendation. Council deferred 1st Reading at the September 14, 2015 Council Meeting. John Weaver – pgs. 51-88*

j. 1st Reading of Ordinance 2015-1370 Avondale Development Agreement

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC. and the County of Lancaster relating to the Avondale Development; to authorize certain county officials to execute and deliver the Development Agreement; and to provide for other matters related thereto. *Planning Commission recommend approval by a vote of 6-0. The I & R Committee moved forward to Council with no recommendation. Council deferred 1st Reading at the September 14, 2015 Council Meeting. John Weaver – pgs. 89-126*

8. Discussion and Action Items

- a. Riverside Fire Department Assistance to Fire Firefighters Grant. *Steve Willis - pgs. 127-133*
- b. Dave Lyle Boulevard Extension discussion. *Bob Bundy*
- c. Reassessment update. *Brad Carnes – pgs. 134-153*
- d. Monthly budget report. *Kimberly Hill – pgs.154-166*
- e. Appointment of Jane Tanner to the Library Board - District 7. *Debbie Hardin – pgs. 167*

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

- a. Bridge on Gilroy Drive in Regent Park Subdivision into the County Road System
- b. 2nd Reading of Ordinance 2015-1352 Multi-County Park Agreement between Lancaster County and Chesterfield County
- c. 2nd Reading of Ordinance 2015-1366 regarding the Fee Agreement between Lancaster County and LCI-Lineberger Construction, Inc.
- d. 3rd Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC (to be brought back to Council November 9, 2015)

10. Miscellaneous Reports and Correspondence – pgs. 168-171

- a. Nature and Art Day at Stevens Park
- b. Time Warner Cable
- c. Order granting extension of time – Duke Energy

11. Calendar of Events – pg. 172

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

13. Executive Session

- a. Economic Development Matters – *SC Code §30-4-70(5)*
 - 1. Project Hedgehog
- b. Contractual Matter – *SC Code §30-4-70(a)(2)* Discussion of negotiations incident to a proposed short term contractual arrangement involving an interim economic development company for Lancaster County's management - Department of Economic Development.

14. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting.

Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website:
www.mylancastersc.org



Members of Lancaster County Council
Bob Bundy, District 3, Chairman
Brian Carnes, District 7, Vice Chairman
Steve Harper, District 5, Secretary
Jack Estridge, District 6
Larry Honeycutt, District 4
Larry McCullough, District 1
Charlene McGriff, District 2

Minutes of the Lancaster County Council Workshop and Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, September 14, 2015

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Larry McCullough, Steve Harper and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Virginia Burgess, 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: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, *The Fort Mill Times*, Cable News 2, Channel 9 and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building the required length of time and on the county website.

Call Workshop to Order

Chairman Bob Bundy called the Workshop to Order at 5:30 p.m.

Robbie Moody, with the Catawba Regional Council of Governments, presented Council with an update regarding impact fees. He stated impact fees are tools in the toolbox, however, not a solution for all the issues and growth pressures in Lancaster County. He explained that a study must be conducted as required by state law and the most important issue with the study is defining the scope. Mr. Moody stated we would be looking at the population trends and projections, projected land use, growth and development assumptions. He informed Council that establishing existing levels of service that county residents currently enjoy is important because under the impact fee rule you cannot bring up deficient areas. An analysis of the impact of affordable housing is also a requirement under state law.

Mr. Moody reviewed a map of Indian Land with the potential study area that revealed four block groups using the current census numbers per tract. He further discussed the approved residential development countywide single-family have and multi-family permitting. Councilman McCullough asked if build our has been completed on any of the single-family homes reported. Penelope Karagounis reported 60% have been built. Therefore, the ones that have been built

will not be affected by impact fees. One issue to discuss is what the Council would use as the trigger mechanism to initiate the impact fees.

Mr. Moody noted the services that would be subject to an impact fee as follows:

1. Public Safety (Fire, EMS, and Sheriff)
 - New/upgraded stations, additional equipment
2. Parks and Recreation
 - New/upgraded facilities and equipment
3. Library
 - Expanded/upgraded facilities and equipment

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Mr. McCullough asked how other impacts could be incorporated, such as county buildings, with all the services that need to be added. Mr. Moody responded that general government services could be eligible for a facility under capital expenditures over \$100,000, but not for staff or salaries. Vehicles over the \$100,000 or packaging a group of vehicles as a one-time expenditure of up to \$100,000 or more may qualify.

Mr. Moody further discussed that schools cannot be part of the impact fees. Larry Honeycutt wanted to know what we could do for the schools. Mr. Moody noted that schools have their own taxing authority and set millage.

Mr. Moody reviewed the revised scope, schedule for public outreach, administrative process and staff training. He presented a timeline as follows:

Month	Task
September - October	Research and Public Outreach
November – December	Prepare draft
January	Joint workshop
February	Finalize study and ordinance
March – April	Begin formal adoption
April – June	Administrative process and staff training
July 1, 2016	Implementation begins

Charlene McGriff wanted to know how much it could bring in funds. Mr. Moody was unable to provide numbers at this time without research and finalizing the services of the impact fee.

Bob Bundy asked about major roads and if it could be included in the impact fees. Mr. Moody replied that it could but an engineer would need to be hired for that part of the study.

Bob Bundy requested that this topic be part of the strategic plan discussions. Larry McCullough noted it would be helpful in discussions to have some numbers per rooftop, if possible.

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Call Regular meeting to Order

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

Welcome and recognition/pledge of allegiance and invocation

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Council Member Larry McCullough led the Pledge of Allegiance to the American Flag and provided the invocation.

Approval of the agenda

Steve Willis conveyed the following request for deferral until the September 28, 2015 meeting:

- 7b – 3rd Reading of Ordinance 2015-1364 rezoning of property of Gary C. Sowell
- 8b – 1st Reading of Ordinance 2015-1369 Avondale PDD
- 8c - 1st Reading of Ordinance 2015-1370 Avondale Development Agreement

MOTION was made by Brian Carnes to approve the agenda as amended, deferring items 7b, 8b and 8c. SECONDED by Charlene McGriff. Passed 7-0.

Citizen Comments *(the signup sheet is attached as schedule A)*

The following citizens spoke regarding the McClancy Seasoning rezoning:

1. Jim Soloman, 16202 Reynolds Drive, Indian Land, SC
2. Nicole Burkette, 18414 East Marbella, Indian Land, SC
3. Gary Holland, 8728 Collins Road, Indian Land, SC
4. Jeff Lamb, 4329 Rochard Lane, Indian Land, SC
5. John Sheppard, 5219 Kelston Lane, Indian Land, SC
6. Richard Dole, 3056 Drummond Ave., Indian Land, SC
7. Jerry Holt, 3207 Kendall Trace, Indian Land, SC
8. William Sperow, 7182 Harcourt Crossing, Indian Land, SC (distributed a handout attached as schedule B)
9. Reid Wilkerson, 10808 Young Poplar Place, Charlotte, NC
10. J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC
11. Terry Montgomery, 6149 Park Hill Road, Indian Land, SC
12. Michael Blades, 6492 Chadwell, Indian Land, SC

The following citizens signed up to speak regarding the McClancy Seasoning rezoning, however, deferred their time when called upon by the Chairman to render comments:

1. Rob Luley, 14852 Grantham Court, Indian Land, SC
2. Bob Korkos, 5207 Kelston Lane, Indian Land, SC

3. Diana Washington, 18432 E. Marbella Lane, Indian Land, SC
4. Lynnmarie Kovach, 16294 Reynolds Drive, Indian Land, SC
5. Melissa Williams, 3233 Kendall Trace, Indian Land, SC
6. Gregg Largent, 7519 Karles Court, Indian Land, SC
7. Ed McCormick, 17249 W. Marbella Lane, Indian Land, SC
8. John Pehta, 4288 Rochard Lane, Indian Land, SC
9. Liz Fendel, 4304 Rochard Lane, Indian Land, SC
10. Nick Theisen, 4312 Rochard Lane, Indian Land, SC
11. Rich Simons, 6077 Arundel Lane, Fort Mill, SC
12. Howard Kance, 8011 S. Dorchester Trail Fort Mill, SC
13. Timothy J. Baldwin, 4304 Rochard Lane, Indian Land, SC
14. Wanda Rosa, 86614 Arrington Road, Indian Land, SC
15. Eric McDonald, 7179 Harcourt Crossing, Indian Land, SC
16. Pawel Mazurell, 7188 Harcourt Crossing Indian Land, SC
17. Lonnie W. Rivers, 16281 Reynolds Drive, Indian Land, SC
18. James Rivers, 16281 Reynolds Drive, Indian Land, SC
19. Andrew Malone, 14240 Granthom Court, Indian Land, SC
20. Evan Freeman, 2551 N. Legacy Park Blvd., Indian Land, SC
21. Steven Bernal, 6504 Chadwell Court, Indian Land, SC
22. Nick Kerzman, 13708 Wilburn Lane, Indian Land, SC
23. J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC
24. Ryan Potter, 3065 Drummond Avenue, Indian Land, SC
25. Ken Hawfield, 101 21 Harrisburg Road, Indian Land SC
26. Dr. Ekkehad Maldfeld, 2601 Camlina Place, Indian Land, SC

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The following citizens signed up to speak regarding the Avondale PDD and Development Agreement.

1. J.R. Wilt, 903 Rock Hill Highway, Lancaster, SC
2. Ben Levine, 5062 Terrier Lane, Indian Land, SC

The following citizens signed up to speak regarding the Avondale PDD and Development Agreement rezoning, however, deferred their time when called upon by the Chairman to render comments:

1. Emma Littlejohn, 115D East Park Avenue, Charlotte NC
2. Jade Marr 115D East Park Avenue Charlotte NC
3. Karen Saint-Joy 4110, Buckingham Indian Land, SC

4. Karen Patterson, 9509 Possum Hollow Road, Indian Land, SC
5. Boe Clark, 11525 Wheat Ridge Road CLT
6. Susan Harvell, 4858 Calvin Hall Road, Indian Land, SC
7. Kelly Harrell, 9858 Calvin Hall Road, Indian Land, SC
8. Darlene Smith, 442 Lake Mont Drive, Chapin SC
9. Kathy Garner, 8336 Lake Providence Drive, Mathews, NC
10. Richard Garah, 4122 Buckingham Drive, Indian Land, SC
11. Rachel Withers, 10055 Harrisburg Road, Indian Land, SC
12. Janel Withers, 10055 Harrisburg Road, Indian Land, SC
13. Dean Withers, 10055 Harrisburg Road, Indian Land, SC
14. Kimberly Simmons, 409 Willow Street, Stanely NC
15. Ben Smith, 442 Lakemont, Chapin, SC
16. William Rhodes, 5014 Kerriken Court, Fort Mill
17. Peter Tatge, 3475 Lakemont Blvd, Fort Mill, SC
18. John McKenzie, 5070 Kerriken Court, Fort Mill, SC
19. Bob Jacobs, 4240 Rea Road, Charlotte, NC
20. Alan Patterson, 206 Patterson, Indian Land, SC

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The following citizens signed up to speak regarding other topics.

1. Ken Faulkenberry, 3022 Mulberry Lane, spoke regarding the recreation large sports complex.
2. J.R. Wilt, 903 Rock Hill Highway, spoke regarding impact fees.
3. Brian Trimmnal, 2719 Avalon Lane, spoke regarding the recreation large sports complex Clemson study.
4. Angela Rainey, 1295 Grace Avenue, spoke regarding Ordinance 2015-1374, the rezoning of property on Grace Avenue.

There were numerous emails sent to the Clerk to Council regarding the McClancy Seasoning rezoning and the Avondale PDD and Development Agreement agenda items.

Consent Agenda

Minutes of the August 24, 2015 Regular Meeting

MOTION was made by Larry Honeycutt to approve the Minutes of the August 24, 2015 Regular Meeting as found on the Consent Agenda. SECONDED by Charlene McGriff. Passed 7-0.

Non-Consent Agenda

Resolution:

Resolution 0895-R2015 - A Resolution to withdraw the prior vote of Council and authority to enter into a contractual relationship with Bauknight Pietras and Stormer, P.A., for a forensic

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audit of the books and financial records of the Lancaster County Economic Development Corporation.

Councilman Larry McCullough explained that the resolution as found in the agenda package does not convey what accurately occurred and he requested that changes be made to further clarify the events that lead to the withdrawal. Councilman McCullough read the proposed new language as follows:

TO WITHDRAW THE PRIOR VOTE OF COUNCIL AND AUTHORITY TO ENTER INTO A CONTRACTUAL RELATIONSHIP WITH BAUKNIGHT PIETRAS AND STORMER, P.A. FOR A FORENSIC AUDIT OF THE BOOKS AND FINANCIAL RECORDS OF THE LANCASTER COUNTY ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the facts and circumstances of County Council's prior vote of approval for a forensic audit of the books and financial records of the Lancaster County Economic Development Corporation have now changed, and

WHEREAS, the decision was made by Council to form a new Department of Economic Development that would fall under Lancaster County Government, and

WHEREAS, Lancaster County will no longer fund the Lancaster County Economic Development Corporation, and

THEREFORE, BE IT RESOLVED by Lancaster County Council that the prior authorization for the forensic audit is hereby rescinded.

MOTION was made by Larry McCullough to approve Resolution 0895-R2015 as amended above (a copy of the resolution is attached for reference, as schedule C). **SECONDED** by Jack Estridge. Passed 5-2. Steve Harper and Larry Honeycutt opposed.

Ordinance Readings:

3rd Reading of Ordinance 2015-1365 to rezone property of Reid Wilkerson/NBI Investments, III, LLC

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

Steve Harper asked Penelope Karagounis if this property would qualify for a Planned Development District (PDD). Ms. Karagounis noted that a PDD must have mixed uses and at least 25 acres. The property does not qualify since it is only 21.3 acres. Ms. Karagounis

reviewed the history behind this rezoning. Ms. Karagounis stated that they have been working on this project for six months trying to find a solution. The problem is that this is a nonconforming use and our ordinance and state law prohibits the expansion of a building that is a nonconforming use. This property is a prime example of spot zoning; therefore, we have made recommendations to deny this request for I-1 Light Industrial. Ms. Karagounis stated in March Keith Tunnell, ED Director, requested that the Zoning Administrator, find some type of accommodation for Mr. Wilkerson and the Zoning Administrator tried to ask the applicant to rezone the property to a type of commercial if he needed more storage space for warehousing. At that time, Mr. Wilkerson declined because he needed it for industrial. Zoning the property B-3 would be one option. Ms. Karagounis noted that they explored a second option, allowing an existing nonconforming use apply to the Board of Zoning Appeals to get a variance, however, state law prohibits this option.

Council discussed the need to defer this ordinance to find solutions to the issue moving forward.

Brian Carnes moved to defer 3rd Reading of Ordinance 2015-1365. SECONDED by Larry McCullough. Passed 7-0.

1st Reading of Ordinance 2015-1372 to rezone property of Bradley J. Mullis

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Bradley J. Mullis, located 550 feet south of the intersection of Whittle Street and Shiloh Unity Road from R-45B, Rural Residential/Business/Agricultural, District to B-3, General Commercial District; and to provide for other matters related thereto.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1372. SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

1st Reading of Ordinance 2015-1373 rezoning of 3888 Chester Highway

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Lancaster County, represented by Steve Willis, Lancaster County Administrator, located at 3888 Chester Highway from B-2, Community Business District to I-1, Light Industrial District; and to provide for other matters related thereto.

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1373. SECONDED by Steve Harper. Passed 7-0.

Steve Willis noted for the record prior to 3rd reading, we will be working with the new owner and will have a notarized statement.

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1st Reading of Ordinance 2015-1374 rezoning of property of Red Head Properties

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Red Head Properties, located at 100 East Grace Avenue from R-15, Moderate Density Residential/Agricultural District to B-3, General Commercial District; and to provide for other matters related thereto.

MOTION was made by Larry Honeycutt to **DENY** 1st Reading of Ordinance 2015-1374.
SECONDED by Steve Harper. The Ordinance was **DENIED** by a vote of 7-0.

1st Reading of Ordinance 2015-1375 a budget amendment for the Lancaster County Transportation Committee (CTC)

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

MOTION was made by Brian Carnes to approve 1st Reading of Ordinance 2015-1375.
SECONDED by Charlene McGriff. Passed 7-0.

1st Reading of Ordinance 2015-1371 creating the Lancaster County Department of Economic Development

Ordinance Title: An Ordinance to authorize and approve the creation of a new county department to be known as the Lancaster County Department of Economic Development.

MOTION was made by Larry Honeycutt to approve 1st Reading of Ordinance 2015-1371.
SECONDED by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

1st Reading of Ordinance 2015-1376 regarding a budget amendment for the Department of Economic Development

Ordinance Title: An Ordinance to amend Ordinance No. 2015-1356 relating to the appropriation of funds and the approval of a detailed budget for the Lancaster County Department of Economic Development for the remainder of this fiscal year ending June 30, 2016.

MOTION was made by Charlene McGriff to approve 1st Reading of Ordinance 2015-1376.
SECONDED by Larry Honeycutt. Passed 7-0.

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Discussion and Action Items

Use of space at the Kershaw facility for Ready SC and Adult Education.

Steve Willis informed Council that York Tech will be winding down the use of the Kershaw facility this semester and Ready SC and Adult Education would like to use the facility. Ready SC will be training workers of the Haile Gold Mine and Adult Education is in need of additional classroom space to meet the growing demand for services. Mr. Willis further reported that no funding is needed but we will continue to have operational costs at the facility.

Dates of community meetings for the UDO rewrite.

Penelope Karagounis informed Council of the upcoming community meetings regarding the Unified Development Ordinance (UDO) rewrite. All meetings are scheduled from 6-7:30 p.m. at the following locations:

Buford Recreation Center, Activity Room, 4073 Hurley Walters Road, Lancaster, SC 29720; Thursday September 24, 2015.

Andrew Jackson Recreation Center, Activity Room, 6354 North Matson Street, Kershaw, SC 29067; Tuesday, September 29, 2015.

Springdale Recreation Center, Activity Room, 260 S. Plantation Road, Lancaster, SC 29720; Thursday, October 1, 2015.

Pleasant Hill United Methodist Church, Fellowship Hall, 238 Fort Mill Highway, Indian Land, SC 29067; Monday, October 5, 2015.

Councilman McCullough suggested placing an ad in *The Fort Mill Times* to get the word out because a great number of residents of Indian Land subscribe.

Recreation Department equipment replacement.

Hal Hiott, Parks and Recreation Director, reported that the Joint Recreation Commission has approved the equipment list for the budget year 2015 – 2016 for \$53,000. This is part of the Council approved budget for this fiscal year. The items to be purchased are listed below:

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Equipment List	Quantity	Unit Cost	Total Cost
Ferris Mowers 61 inch cut 35 hsp	3	\$7,895.59	\$23,686
Aerator	1	\$8,500	\$8,500
Mower parts and lubricants (i.e.: spindles, pulleys, wheels, tires, pumps, mufflers, oil, hydraulics, blades, belts)	Multiple	\$7,000	\$7,000
Misc. tools (i.e., weed eaters, chain saws, blowers, power tools, hand tools)	Multiple	\$7,000	\$7,000
Finishing Mower for tractor	1	\$,2500	\$2,500
Misc. other (i.e. Irrigation pump, motors, winches for gym goals, timers, control boxes, etc.	Multiple	\$4,314	\$4,314
Grand Total			\$53,000

This item was favorably recommended by the Infrastructure and Regulation Committee.

MOTION was made by Larry Honeycutt to approve the replacement equipment for the Parks and Recreation Commission. SECONDED by Jack Estridge. Passed 7-0.

Clemson study and committee information regarding bond for sports complex

Hal Hiott, Parks and Recreation Director and Brian Trimnal, Chairman of Recreation Committee spoke to Council regarding the funding for a study necessary to present the ballot question on a bond for a large sports complex. The Clemson Study project goals will show location ideas, size of the proposed park and amenities, growth rate, etc. The cost of the study would be \$9,750. This would not include the optional study on the economic impact (which could be an additional \$3,000).

This item was favorably recommended by the Infrastructure and Regulation Committee. Council members discussed and wanted to add the economic impact portion to the study since we are gathering information, formulating a large committee and getting public input.

Brian Carnes moved to proceed with the study along with the economic impact study. SECONDED by Larry McCullough. Passed 7-0.

Precision Approach Path Indicator (PAPI) system at Airport.

Steve Willis and Paul Moses reviewed the programmatic and budgetary amendment for the FAA Taxiway Grant. The FAA has recommended that we change the flight approach glide path (PAPI) lights at the Airport. The current system is over 20 year's old and sustained lightning strike damage. The estimated repair cost range would be \$21,000 to \$40,000. There is no way to tell what we have until we expose buried cabling. The cost to replace with a total new system is \$45,000. The FAA will not pay for repair work. If we proceed with that option, the entire cost will be paid by Lancaster County. If we replace the system, the FAA will pay 90% of the cost (\$40,500) under the grant as a change order. The state and Lancaster County will split the remaining \$4,500 in cost. Staff is recommending the total replacement.

MOTION was made by Larry Honeycutt to move forward with the total replacement of the PAPI System at the Airport. SECONDED by Steve Harper. Passed 7-0.

Dave Lyle Boulevard Extension discussion

Chairman Bob Bundy discussed that he and Steve Willis attended a meeting sponsored by the Chamber of Commerce regarding the Dave Lyle Boulevard Extension. Chairman Bundy reported that the SC Infrastructure Bank is very encouraged about this project and they are willing to provide a substantial amount of funding that could actually make this project possible. Chairman Bundy noted that one of the things that he found interesting about the study was that it is was more of an economic benefit to Lancaster County than to York County. He further noted that the corridor would have commercial and residential use. Some of the benefits would be to vent traffic problems; positive Economic Development impact; and it could be engineered to match our Unified Development Ordinance.

Chairman Bundy requested support of Council in allowing him to meet with York County Council Chairman Blackwell to discuss this item further. Council requested a copy of the report and bring it back to the next meeting for discussion. Steve Willis will forward the report to Council via email.

Lancaster County Transportation Committee (CTC) nomination of Mr. Al Palmer representing District 4

Larry Honeycutt made a MOTION to nominate to the Delegation the appointment of Mr. Al Palmer to the Lancaster County Transportation Committee (CTC), representing District 4. SECONDED by Charlene McGriff. Passed 7-0.

Executive Session

Steve Harper made a MOTION to go into Executive Session. SECONDED by Brian Carnes. Passed 7-0.

Brian Carnes made a MOTION to come out of Executive Session. SECONDED by Charlene McGriff. Passed 7-0.

Chairman Bundy announced that Council discussed Economic Development projects while in Executive Session where no votes were taken.

MOTION was made by Charlene McGriff to have the County Administrator contact the labor attorney to draft a reply as discussed in Executive Session. Passed 7-0.

Adjournment

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

Respectfully Submitted:

Approved by Council, September 28, 2015

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

DRAFT

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1364

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY GARY C. SOWELL AND THE TOWN OF KERSHAW, REPRESENTED BY SANDHILL'S MEDICAL FOUNDATION, LOCATED 100 FEET NORTHEAST OF THE INTERSECTION OF GOLD MINE HIGHWAY AND EDWARDS AVENUE ALONG THE EASTERN SIDE OF GOLD MINE HIGHWAY FROM R-45A, RURAL RESIDENTIAL/INTENSE AGRICULTURAL DISTRICT 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) Sandhill's Medical Foundation applied to rezone property located 100 feet northeast of the intersection of Gold Mine Highway and Edwards Avenue along the eastern side of Gold Mine Highway from R-45A, Rural Residential/Intense Agricultural District to B-3, General Commercial District.

(b) On July 21, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (5-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-45A, Rural Residential/Intense Agricultural District to B-3, General Commercial District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0156G-0B-002.00, a portion of 0156G-0B-008.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 8-10-15	Passed 7-0
Second Reading: 8-24-15	Passed 7-0
Third Reading: 9-28-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1373

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OWNED BY LANCASTER COUNTY, REPRESENTED BY STEVE WILLIS LANCASTER COUNTY ADMINISTRATOR, LOCATED AT 3888 CHESTER HIGHWAY FROM B-2, COMMUNITY BUSINESS DISTRICT TO I-1, LIGHT INDUSTRIAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone property located at 3888 Chester Highway from B-2, Community Business District to I-1, Light Industrial District.

(b) On August 18, 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-2, Community Business District to I-1, Light Industrial District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0066-00-033.00

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-14-15	Passed 7-0
Second Reading: 9-28-15	Tentative
Third Reading: 10-12-15	Tentative

Approved as to form:

County Attorney

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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

RESOLUTION NO. 0890-R2015

APPROVING THE 2015 ASSESSMENT ROLL FOR THE EDENMOOR IMPROVEMENT DISTRICT, LANCASTER COUNTY, SOUTH CAROLINA.

WHEREAS, the County Council (the "County Council") of Lancaster County, South Carolina (the "County") by Ordinance No. 713 enacted on January 30, 2006, authorized the creation of the Edenmoor Improvement District (the "District"); and

WHEREAS, the County Council by Ordinance No. 733 enacted on April 24, 2006, authorized and provided for the issuance and sale of \$24,115,000 principal amount Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A and \$11,500,000 Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B and approved the Assessment Reports and the Rates and Methods of Apportionment of Assessments (the "Rates and Methods of Apportionment") including the Assessment Rolls for the District; and

WHEREAS, the Rates and Method of Apportionments each provide in Section F, respectively:

The County shall update Appendix B-1 and B-2 of the Assessment Roll A each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment A as allocated for each Parcel, including any adjustments to the Assessment A as provided for in Section C, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment A for each Parcel, (v) the Annual Credit A and Annual Payment A to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section I, and (vii) termination of the Assessment A as provided for in Section H.

And

The County shall update Appendix B-1 and B-2 of the Assessment Roll B each Assessment Year to reflect (i) the current Parcels in the Improvement District, (ii) the Assessment B as allocated for each Parcel, including any adjustments to the Assessment B as provided for in Section C, (iii) the Principal Portion of the Assessment for each Parcel, (iv) the Annual Assessment B for each Parcel, (v) the Annual Credit B and Annual Payment B to be collected from each parcel for the current Assessment Year, (vi) prepayments of the Assessment A as provided for in Section J, and (vii) termination of the Assessment B as provided for in Section I; and

WHEREAS, the Rates and Method of Apportionment Assessment B provides that:

"Improvement Area" means an area identified with the issuance of any Series B Bonds to be improved with Edenmoor Improvements B from the proceeds of the Series B Bonds to be issued."

WHEREAS, MuniCap, Inc. has prepared an Annual Assessment Report and Update of the Assessment Roll for Imposition of Assessments in 2015 and Collection in 2016 dated August 28, 2015 (the "2015 Assessment Roll").

WHEREAS, pursuant to Resolution No. 0889-R2015 adopted on August 24, 2015, County Council approved a Forbearance Agreement relating to the assessments to be imposed and collected on certain of the parcels purchased by Edenmoor Land Acquisition, LLC and Edenmoor Land Acquisition II, LLC, and more particularly listed on Schedule I thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL AS FOLLOWS:

1. The County Council hereby approves, confirms and adopts the updated 2015 Assessment Roll as attached hereto.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION.

SIGNED, SEALED, AND DELIVERED AS OF 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

Approved as to form:

County Attorney

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1372

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF BRADLEY J. MULLIS, LOCATED \pm 550 FEET SOUTH OF THE INTERSECTION OF WHITTLE STREET AND SHILOH UNITY ROAD FROM R-45B, RURAL RESIDENTIAL/BUSINESS/AGRICULTURAL DISTRICT 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) Bradley J. Mullis applied to rezone property located \pm 550 feet south of the intersection of Whittle Street and Shiloh Unity Road from R-45B, Rural Residential/Business/Agricultural District, to B-3, General Commercial District.

(b) On August 18, 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-45B, Rural Residential/Business/Agricultural District to B-3, General Commercial District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0036-00-038.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 9-14-15	Passed 7-0
Second Reading: 9-28-15	Tentative
Third Reading: 10-12-15	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Veronica Thompson/ Jeff Catoe

Department: Finance and Public Works

Date Requested to be on Agenda: 9/28/2015

Issue for Consideration:

Budgetary amendment for the Lancaster County Transportation Committee Fund and General Fund

Points to Consider:

The State awarded the County additional revenues in the amount of \$3,944,400 to be used on state roads. These non-recurring funds were awarded after the budget was passed.

The County has a \$100,000 deductible owed to the SCAC due to the IT security issues last Spring. This amount was not budgeted.

The estimated cost of replacing the EMS shed that was destroyed in a recent storm is \$350,000. As the weather gets cooler, it will become hazardous to leave the ambulances without cover.

Funding and Liability Factors:

The current budget for the Transportation Committee Fund is \$1,450,000. The introduction of the additional funds would bring the budget to \$5,394,400.

The \$450,000 for the deductible and shed replacement will have to come from fund balance.

Council Options:

Whether or not to amend the budget to include these funds.

Recommendation:

Amend the budget.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1375

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2015-1356, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2015 AND ENDING JUNE 30, 2016 (FY 2015-2016), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2. of Ordinance No. 2015-1356 is amended to read:

1A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016):

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
County Debt	1,859,931
County Transportation Committee Fund	4,450,000
	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	44,906,126
	45,356,126
Indian Land Fire Protection District Fund	522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	417,344
Recreation Fund	2,447,396
Victims Services Fund	86,605

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2015-1356, for the following items:

County Transportation Committee Fund			
	Supplemental Revenue-State of South Carolina	3,944,400	
	State Road Paving		3,944,400
General Fund			
	Fund Balance	450,000	
	SCAC Deductible		100,000
	EMS Shed Replacement		350,000

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 12th day of October, 2015.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	September 14, 2015	Passed 7-0
Second Reading:	September 28, 2015	Tentative
Public Hearing:	October 12, 2015	Tentative
Third Reading:	October 12, 2015	Tentative

Approved as to form:

County Attorney

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ORDINANCE NO. 2015-1371

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3. The Administrator is authorized and charged with the responsibility of establishing a detailed budget for the department including, but not limited to, an assignment of personnel with appropriate job descriptions.

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

1st Reading: September 14, 2015 Passed 6-1
2nd Reading: September 28, 2015 Tentative
3rd Reading: October 12, 2015 Tentative

STATE OF SOUTH CAROLINA)
)
LANCASTER COUNTY)

ORDINANCE NO. 2015-1376

TO AMEND ORDINANCE NO. 2015-1356 RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR THE LANCASTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT FOR THE REMAINDER OF THIS FISCAL YEAR ENDING JUNE 30, 2016.

WHEREAS, the creation of an internal Department of Economic Development and the earlier decision of Council to defund the Lancaster County Economic Development Corporation has made it necessary to adjust this year's fiscal budget so as to adequately fund the new department;

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2, of Ordinance No. 2015-1356 is amended to read:

A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses of the Lancaster County Department of Economic Development for the remainder of the fiscal year beginning July 1, 2015 and ending June 30, 2016.

APPROPRIATIONS	AMOUNT
A. General Fund	
Lancaster County Economic Development Corporation	-294,263
Lancaster County Department of Economic Development	+294,263
B. Fund Balance	
Department of Economic Development vehicle	24,547
Total	318,810

- (b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) or Ordinance No. 2015-1356, for the following items:

10 General Fund Economic Development Expenditure	Recommended 2015-2016
10-7-035-500.00 Wages and Salaries Full Time	116,269
10-7-.35-500.05 Salaries-Overtime	500
10-7-035-500.10 Wages & Salaries PT	18,000
10-7-035-510.00 FICA – Employers Contribution	10,348
10-7-035-510-05 SC Retirement – Employers Contribution	14,961
10-7-035-510.15 Health/Life Ins Employers	20,854
10-7-035-510-25 Workers Compensation	4,278
10-7-035-530-00 Travel, Training, Dues	40,000
10-7-035-540.00 Supplies – General	7,500
10-7-035-541-00 Supplies – Postage	1,000
10-7-035-551-00 Equipment General	6,000
10-7-035-560-00 Equipment Capitalized	25,000
10-7-035-570-00 Utilities General	
10-7-035-571-00 Utilities – Telephone	7,000
10-7-035-590-00 Maintenance-Vehicles	750
10-7-035-590-05 Gasoline	4,250
10-7-035-593-00 Maintenance-Service Agree	
10-7-035-600-00 Contractual Services (CS)	20,000
10-7-035-605-00 CS – Printing	1,100
10-7-035-670-00 Advertising	10,000
10-7-035-690-00 Special Projects	7,000
10-7-035-750-00 Lease – Copiers	4,000
Total	318,810

Section 2. 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 3. Conflicting Provisions.

To the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County Ordinances, the provisions contained in this Ordinance supersede all other provisions and this Ordinance is controlling.

Section 4. Effective Date.

This Ordinance is effective upon Third Reading.

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:	September 14, 2015	Passed 7-0
Second Reading:	September 28, 2015	Tentative
Third Reading:	October 12, 2015	Tentative
Public Hearing:	October 12, 2015	Tentative

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1367

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings.

The Lancaster County Council finds that:

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

(b) Pursuant to the Master Trust Indenture and the First Supplemental Trust Indenture, each dated as of June 1, 2006 (collectively, the "Original Indenture"), between the County and Wells Fargo Bank, N.A., as Trustee, the County has heretofore issued the \$24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of \$22,325,000 (the "Series 2006A Bonds"), and the \$11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement

District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of \$2,280,000 (the "Series 2006B Bonds" and, together with the Series 2006A Bonds, the "Series 2006 Bonds");

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

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

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

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

(g) The Purchaser has continued work to complete the Development and approximately 621 parcels within the Development are owned by residential property owners or third-party builders or developers other than the Purchaser;

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

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

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

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

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

Section 2. Additional Findings.

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

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

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

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

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

(A) The County Council acknowledges that (I) the amendment and replacement of the Original Assessment Roll A through the Revised A Assessment Rolls and the subdivision of the Improvement District, all as approved in Section 3 above, have been undertaken in connection with the proposed refunding of all or a portion of the Series 2006A Bonds, including the proposed issuance of not exceeding \$12,000,000 principal amount Lancaster County, South Carolina, Walnut Creek Improvement District Refunding Revenue Bonds, Series 2015A-1 (the "Series 2015A-1 Bonds"), which Series 2015A-1 Bonds will be secured by and payable from the Assessment A imposed in Bond Area 1 and the proceeds of which will be used to refinance a portion of the Series 2006A Bonds (the "Refunded 2006A Bonds"), as authorized by ordinance enacted by the County Council (the "Bond Ordinance"); (II) simultaneously with the issuance of the Series 2015A-1 Bonds and the defeasance of the Refunded 2006A Bonds, the County intends to exchange all of the remaining outstanding Series 2006A Bonds for other bonds secured by and payable from the Assessment A imposed in Bond Area 2 (the "Series 2006A-2 Bonds") and other bonds secured by and payable from the Assessment A imposed in Bond Area 3 (the "Series 2006A-3 Bonds"), all as authorized by the Bond Ordinance; and (III) certain of the information included in the Revised A Assessment Rolls (including but not limited to the estimated debt service of the Series A Bonds and any

information derived therefrom or based thereon) has been estimated based on anticipated market conditions.

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

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

Section 5. Authority to Act.

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

Section 6. Severability.

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

Section 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 24, 2015	Passed 7-0
Second Reading:	September 28, 2015	Tentative
Public Hearing:	September 28, 2015	
Third Reading:	October 12, 2015	Tentative

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STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2015-1368
COUNTY OF LANCASTER)

AN ORDINANCE

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

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

Section 1. Definitions.

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

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

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

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

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

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

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

"Assessment" means an assessment imposed under the Act.

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

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

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

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

"Assessment Roll A-2" means the Assessment Roll A for Bond Area 2 originally dated _____, 2025, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-3" means the Assessment Roll A for Bond Area 3 originally dated _____, 2035, filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

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

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

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

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

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

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

“Council” means the Lancaster County Council.

“County” means Lancaster County, South Carolina.

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

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

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

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

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

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

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

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

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

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

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

Section 2. Findings and Determinations.

The Council hereby finds and determines:

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

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

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

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

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

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

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

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

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

Section 3. Approval of Transaction.

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

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

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

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

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

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

Section 6. Continuation of Revenue Fund.

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

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

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

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

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

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

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

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

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

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

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

Section 10. Trustee, Registrar and Paying Agent.

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

Section 11. Arbitrage Covenant.

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

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

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

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

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

Section 12. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to execute any amendments, changes or modifications to the forbearance agreements previously executed by the County or other documents authorized herein to effect the purposes of this ordinance.

Section 13. Severability.

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

Section 14. Controlling Provisions.

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

Section 15. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	August 24, 2015	Passed 7-0
Second Reading:	September 28, 2015	Tentative
Public Hearing:	September 28, 2015	Tentative
Third Reading:	October 12, 2015	Tentative

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Agenda Item Summary

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

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

Department: **PLANNING**

Date Requested to be on Agenda: **SEPTEMBER 14, 2015 COUNTY COUNCIL MEETING**

Deferred 9/14/15. To be heard 9/28/15 /CH

Issue for Consideration:

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

Points to Consider:

The Lancaster County Planning Commission recommended approval of this rezoning by a vote of 5-1 on July 21st, 2015. Since this date the applicant has submitted two iterations of the plan, the first on August 3rd, 2015 in response to comments received from the Planning Commission and a revised version on August 25th, 2015 in response to comments received at the I&R meeting on August 11th.

Funding and Liability Factors:

N/A

Council Options:

The option is to approve or deny this rezoning petition.

Recommendation:

The deficiencies within the Avondale PDD which remained as of August 11th, 2015 were provided to the applicant immediately following the Lancaster County I&R meeting on that same date. Planning Staff subsequently had a conference call with the applicant on Monday August 17th regarding the deficiencies dated August 11th. The resubmittal of the Avondale PDD on August 25th, 2015 has addressed some but not all of these deficiencies. As a result, Planning Staff must recommend **DENIAL** of the Avondale PDD at this time.

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

September 11, 2015

Telephone (803) 285-6005

Fax (803) 285-6007

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

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

Ms. Hardin,

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

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

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

Sincerely,



Alex J. Moore, AICP
Planner II

PLANNING STAFF REPORT

PDD-015-027(AVONDALE)

(SEPTEMBER 1ST, 2015)

APPLICANT: SINACORI HOMES (MR. RUSS SINACORI)

I. FACTS

A. GENERAL INFORMATION

Proposal: The applicant (Sinacori Homes) has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to ± 179.35 acres of property.

Property Location: The properties which are proposed to be rezoned are located between Calvin Hall Road and Harrisburg Road in the Indian Land Section of Lancaster County, South Carolina.

Legal Description: TMS No: a portion of 0005-00-074.03. The entirety of the following TMS No: 0005-00-0075.00, 0005-00-75.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-079.01, 0005-00-089.00, 0005-00-089.01, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05.

Zoning Classification: R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District.

Voting District: Brian Carnes, District 7

B. SITE INFORMATION

Site Description: The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County. The property consists of existing homes and vacant land. The applicant has provided a very detailed existing features exhibit. See the exhibits section of this report.

C. VICINITY DATA

Surrounding Conditions: The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the SOUTH are zoned R-15P Moderate Density Residential/Agricultural Panhandle District and PDD-5 (Bailes Ridge), Planned Development District. Adjacent parcels to the EAST are zoned B-3, General Commercial District and R-15P, Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the NORTH are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and PDD-12 (Calvin Hall), Planned Development District. Adjacent parcels to the WEST are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and R-15, Moderate Density Residential/Agricultural District.

D. EXHIBITS

1. Letter from Sinacori Homes (July 21st, 2015)
2. Deficient items as of August 11th, 2015
3. Memo from third-party traffic engineer (8-31-15)

II. FINDINGS

A. CODE CONSIDERATIONS

The **R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT (EXISTING ZONING DISTRICT)** is designed to accommodate single-family residential developments (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **B-3, GENERAL COMMERCIAL DISTRICT (EXISTING ZONING DISTRICT)** is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large bulky items, commercial services, repair services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. The district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

The **PDD, PLANNED DEVELOPMENT DISTRICT (PROPOSED ZONING DISTRICT)** is designed to accommodate a mixture of compatible residential, office, commercial, or other uses of land which are planned and developed as an integral unit and which, due to such mixture of uses or other aspects of design, could not be located in other districts established in the Lancaster County UDO without compromising the proposed concept of integrated and flexible development.

B. PROPOSED AVONDALE PDD-REVISED AUGUST 25TH, 2015

On August 25th, 2015 the applicant re-submitted a revised version of the proposed Avondale Planned Development District (PDD-27). This revision was partially a result of the loss of seventy single-family lots from the Master Plan due to on-site wetlands. However, the revised plan also represents a reiteration, by Planning Staff, of the pre-Planning Commission comments. That is, these reiterated, or deficient items (dated 8-11-15), were also deficient at the time of the Lancaster County Planning Commission meeting on July 21st, 2015.

The revised Avondale Master Plan submitted by ESP Associates on 8-25-15 indicates the following:

1. The number of dwelling units proposed has been lowered from 800 residential units to 730 dwellings units (as enumerated on Master Plan).
2. The revised components of the proposed Villages as listed on the revised Master Site Plan are as follows:

- **VILLAGE A:** civic/institutional use
- **VILLAGE B:** 200 maximum senior residences
- **VILLAGE C:** 165 townhome units
- **VILLAGE D:** 116 single-family lots
- **VILLAGE E:** 116 single-family lots
- **VILLAGE F:** 133 single-family lots

730 DWELLING UNITS (8-25-15)

A revised Traffic Impact Analysis (TIA) for the Avondale PDD was also submitted to the Lancaster County Planning Department on August 25th. A review of this document indicated that the TIA site plan and the Master Site Plan submitted by ESP Associates on that same date did not match. As a result the third-party traffic engineer recommended that the TIA be revised to reflect the correct plan See Exhibit 2. Planning Staff notified the applicant on 8-31-15 that the site plan within the TIA would need to be revised to reflect the correct version of the Avondale Master Plan.

III. CONCLUSIONS

Upon reviewing the revised Avondale Master Site Plan and PDD Ordinance (dated 8-25-15), the items enumerated below in subcategories A, B, C, D, E, and F remain outstanding and need to be addressed by the applicant:

Upon reviewing the revised Avondale Master Site Plan and associated PDD Ordinance (SUBMITTED ON 8-25-15), the items enumerated below in subcategories A, B, C, D, E, and F remain outstanding and need to be addressed by the applicant:

A. Density

- 1) As noted above, the aggregate number of dwelling units within the proposed PDD has been reduced from 800 to 730 units on the revised Master Plan.
- 2) The Avondale PDD density figures have not been calculated in accordance with UDO Section 13.12.1.11(b)(c)(vii). This UDO section is noted as follows:

DENSITY: DENSITY IS BASED ON BUILDABLE LAND. COMMON OPEN SPACE CANNOT BE USED TO CALCULATE DENSITY. ROADS WILL BE ALLOWED TO BE INCLUDED WHEN DETERMINING DENSITY.

The applicant states within the Avondale PDD Ordinance that "*Storm water detention facilities, creeks, streams, wetland areas and tree save/preservation areas, along with internal open space areas, pocket parks and perimeter buffers that do not front along public roadways can be utilized to calculate density.*"

The calculation of density in conformance with Lancaster County requirements would increase the reported density of Avondale. This issue needs to be corrected by the applicant in order to obtain a density figure for this project which conforms to the Lancaster County PDD Ordinance.

- 3) Planning Staff cannot readily verify the density figures proposed within the proposed Avondale PDD due to acreages not being provided for the respective Villages. Only the overall acreage of ± 179.35 and the ± 4.0 acres within Village A have been provided.

B. Open Space

- 1) The applicant needs to update Section 23 (Open Space) within the Avondale PDD Ordinance. Thus the open space section must include subsections A, B, and C from this section of the Lancaster County PDD Ordinance. The applicant only references subsection A. All required open space must meet these requirements.

C. Sidewalks

- 1) Sidewalks, six-feet (6') in width, need to be provided along all portions of Calvin Hall Road and Harrisburg Road which are impacted by the Avondale PDD.

D. Uses

- 1) The applicant is now proposing that if conditions warrant, the senior residences within Village B may be replaced with 65 single-family residential lots. This cannot be accomplished administratively and would require a major amendment via the zoning map amendment process.
- 2) Staff would like to note that any similar future changes within the Avondale PDD are subject to review and may be required to proceed via the zoning map amendment process.
- 3) Planning Staff would like to address the issue of Village A, Civic/Institutional. The Lancaster County PDD Ordinance does allow for a substitution of land for public use for the required 5% commercial component. Staff contends that this requirement must transpire on a 1:1 basis.

The Avondale Master Plan indicates that 4 acres of land will be devoted to public use. Based on a 1:1 ratio, this would mean that ± 8.95 acres would need to be devoted to this public use rather than the 4 acres indicated.

Further, it should be noted that the Lancaster County does not wish to receive this four-acre tract. Thus, the allowable provision for land as public use in lieu of commercial within the Avondale PDD *may* be negated. In this instance the commercial component of the Avondale PDD must comprise 5% of the project area.

E. Dimensional

- 1) Per the Master Site Plan submitted on **8-25-15** there are up to 365 single-family lots proposed. The applicant proposes four lot widths for the single-family lots:
 - 55' 174 lots (47% of 365 lots)
 - 57' 58 lots (16% of 365 lots)
 - 61' 98 lots (27% of 365 lots)
 - 70' 35 lots (10% of 365 lots)

The proposed number of 55' lots is not in compliance with the UDO. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix)).

It should be noted that the Avondale PDD Ordinance states: "*No more than 33% of the lots for single-family residences may have the same lot width.*"

- 2) If the applicant wishes to use 5' setbacks within the Avondale PDD, then language needs to be provided regarding fire resistant siding and other structural components of dwellings such as vented soffits and off-set windows. Planning Staff has suggested similar language to what is found within the Cluster Subdivision Overlay Ordinance regarding this matter.

F. Buffering

- 1) The current PDD regulations require that a 30' wide landscaped buffer with a 6' berm be provided for that portion of the PDD abutting existing roads. While the Master Plan reflects this required buffer, the Avondale PDD Ordinance states on page 12: "*A perimeter buffer is not required where the uses are adjacent to an existing or a proposed road.*" This discrepancy needs to be addressed by the applicant, preferably by simply removing this statement from the Avondale PDD Ordinance.

G. Traffic Impact Analysis (TIA)

- 1) The TIA has been revised and was resubmitted on August 25th. As noted above the site plan within the TIA and the version within the package submitted by ESP Associates do not match. As a result the TIA will have to be revised to reflect the correct Avondale Master Plan.
- 2) Additionally, the issue regarding the roundabout at the future realigned intersection of Calvin Hall Road and Harrisburg Road needs to be addressed. Planning Staff has advised the applicant to engage with the Lancaster County

School District on this matter as there are monies available for the construction of a roundabout at this location.

- 3) SCDOT prefers the roundabout design to a signalized intersection which is currently proposed.

H. Proposed Building Elevations (Typical)

- 1) The applicant provided elevations within the power point presentation presented at the July 21st Planning Commission meeting. Planning Staff will consider these to be the typical elevations for the Avondale PDD until further notice from the applicant.

IV. RECOMMENDATION (MADE PRIOR TO JULY 21ST PLANNING COMMISSION MEETING)

Although Lancaster County currently has 26 PDD's, Planning Staff has consistently recommended denial of these proposals. This is due to the fact that such developments place a tremendous strain on County services. The issue of PDDs within the County has greatly contributed to the need to re-write the Lancaster County Unified Development Ordinance. This process is currently well underway and it is expected that PDDs will be replaced by mixed use districts.

The above conclusions presented in Part III indicate that the proposed Avondale PDD is not in conformance with Lancaster County UDO standards for a PDD Zoning District. As a result, Planning Staff advises that the Planning Commission vote to recommend **DENIAL** of the Avondale PDD application.

V. RECOMMENDATION BASED ON SUBMITTAL OF AUGUST 25TH, 2015

The deficiencies of August 11th, 2015 were provided to the applicant immediately following the Lancaster County I&R meeting on that same date. Planning Staff subsequently had a conference call with the applicant on Monday August 17th regarding the deficiencies dated August 11th.

The resubmittal of the Avondale PDD on August 25th, 2015 has addressed some but not all of these deficiencies. As a result, Planning Staff must recommend denial of the Avondale PDD at this time.



Exhibit 1

July 21, 2015

Mr. Charles Deese, Chairman
Lancaster County Planning Commission
101 N. Main Street
Lancaster, SC 29720

RE: **Avondale Mixed Use PDD-27**

Dear Mr. Deese:

In response to planning staff requests for PDD-015-027 (Avondale) the applicant is willing to consider the following proposed modifications to the Avondale Master Plan and related PDD-27 Ordinance, should the Planning Commission provide a favorable recommendation:

1. Reduce Senior Residences unit total within Village B from 220 units to a maximum of 200 units, which will reduce the density for Village B to a maximum of up to 8.0 DU/AC.
2. Reduce the maximum building height from 60' feet to a maximum height of 50' feet within Villages B and C to comply with the maximum height that would typically be allowed under B-3 zoning.
3. Minimum Lot Size: Applicant is willing to "increase" the 50' foot wide, front loaded lots in Village D to a minimum of 55' foot wide "front loaded lots"

These proposed modifications are offered, provided the applicant does not experience any further delay, in the project should these changes and related voluntary concessions be instituted as part of this evenings favorable consideration of the project. These changes are in response to the process the applicant has engaged in with the community, staff and Planning Commission members. Revised Plans reflecting these proposed modifications will be submitted to the Planning Department within five business days if these requests are deemed to be acceptable.

We thank you in advance for your consideration of this request.

Cordially,

Ed Estridge, President
Sinacori Builders

Exhibit 2

PROPOSED AVONDALE

(PDD-015-027)

DEFICIENT ITEMS 8-11-15

1. Note Section 3 of the proposed Avondale PDD Document. Does this need to be changed to reflect the South Carolina Local Government Planning Enabling Act of 1994? (D1, Page 2)
2. Acreage amounts are not provided for the various components of the Master Plan. (D2, Page 4)
3. Within Section 7(c)(2) of the Avondale PDD document the Applicant proposes to replace the PDD commercial requirement with four acres of civic/institutional/park/recreation use. Such a replacement is permitted by the Lancaster County UDO. However, the commercial component of a PDD in Lancaster County must consist of minimum of 5% of the site. Based on this it seems that the 5% set-aside should consist of ± 8.97 acres rather than ± 4.0 acres. It should be noted that the applicant is still proposing some commercial within Village B to serve the senior residences. However, it is unclear at this juncture what the area of this proposed commercial is. (D3, Page 3)
4. The Applicant states in Section 11(b)(1) of the Avondale PDD document that the intensity of development within any component or category can be modified by up to 30% without further approval provided the overall density does not go up. The Lancaster County PDD regulations suggest that this be considered a major change to the master plan and thus go through the zoning map amendment process. (D4, Page 9)
5. The Applicant states in Section 11(c)(1) of the Avondale PDD document that development uses or intensity within the project. This may be done, but only per a zoning map amendment process. (D5, Page 9)
6. Within Section 12 of the Avondale PDD document, the Applicant is proposing 5' minimum sideyards for residential uses. The Lancaster County PDD regulations limit sideyard setbacks to a minimum of 7'. Additionally the applicant proposes that HVAC units be allowed to encroach up to 4' into setbacks. UDO states that encroachments not exceed 2'. However, there is a really bad discrepancy within the Lancaster County PDD regulations regarding this because within another section of the County PDD regulations it is stated that there shall be no established minimum setbacks for any lot within a PDD. This is an example of why the UDO is being re-written. (D6, Page 10)
7. Note section 16(c) of the Avondale PDD document which does not seem to be worded properly with respect to TMS numbers. This is an editing issue. (D7, Page 11)
8. Within Section 18 the Applicant is proposing that asphalt be a minimum width of 20' for some of the streets. The minimum Lancaster County standard is 22' per County Ordinance 2014-283 (D8, Page 12)
9. Staff would also like to note that per the Master Site Plan there are up to 400 single-family lots proposed. The applicant proposes three lot widths for the single-family lots. These proposed

percentages are not in compliance with the UDO. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix)). This issue needs to be addressed by the Applicant so that conformity is achieved with respect to the maximum percentage of 33% for any single-family lot-width. (D9)

Page 10

55' 184 lots (46% of 400 lots)

61' 112 lots (28% of 400 lots)

70' 104 lots (26% of 400 lots)

10. The Applicant in Section 22 is proposing to use all buffers and storm-water detention facilities as counting toward the required minimum common open space. The Lancaster County PDD regulations state that this is not permitted. (D10 Page 13)
11. In Section 23 the Applicant is proposing to use storm-water detention facilities, creeks, streams, wetland areas, tree save areas, and all internal open space in calculating density. The County PDD regulations expressly state that density is based on buildable land and that common open space cannot be used to calculate density. (D11 Page 13)

Exhibit 3

**PARSONS
BRINCKERHOFF**

121 West Trade Street
Suite 1950
Charlotte, NC 28202
Main: 704-342-5401
Fax: 704-342-8472

www.pbworld.com

FILE COPY

TO: Penelope Karagounis
FROM: Jason Gorrie, PE
DATE: August 31, 2015
RE: Avondale Development Revised Traffic Impact Study Comments

New Comments for Traffic Impact Study sealed 8/25

- The site plan in the TIS does not match the PDD Master Plan Submittal (Revision No.4 dated 8/25/15)
- The trip generation table (Table 2) identifies single family detached housing (ITE 210) and Residential Townhouse (ITE 230). The site plan only identifies single family attached townhomes.

Parsons Brinckerhoff recommends the TIS be revised to include the following:

- The site plan in the TIS match the PDD Master Plan Submittal
- The trip generation table (Table 2) match the land use and intensity of the site plan

MEMORANDUM

TO: Ms. Penelope Karagounis
Lancaster County Planning Director

FROM: Sinacori Builders, LLC

DATE: September 4, 2015

RE: Proposed Avondale Mixed Use Planned Development District (PDD-27) Ordinance
Response to Staff's "Deficiencies" memorandum dated August 11, 2015

Thank you for all of your assistance to date on the above captioned matter. As you are aware, we submitted the revised Avondale Master Plan (the "Plan") and the revised Avondale Mixed Use Planned Development District PDD-27 Ordinance (the "Ordinance") to your office on August 25, 2015. We believe that the revised Plan and the revised Ordinance address the majority of staff's comments outlined in your August 11, 2015 memorandum provided to the I & R Committee and applicant.

In areas where there may be conflicts in the current UDO, as you have graciously pointed out, or where contradictions may be apparent between the outgoing UDO and subsequent impending repeal of Section 13.12 (PDD Section of the UDO,) as these Ordinances relate to the County's recently adopted Comprehensive Plan, we have included text in both the Development Agreement and proposed Ordinance that the Development Agreement and the Ordinance shall be controlling.

We are submitting this memorandum to briefly discuss how your comments were addressed in the revised Plan and the revised Ordinance. The numbered paragraphs below correspond to the numbered paragraphs in your August 11, 2015 memorandum. A copy of that Memorandum is attached.

1. **Staff Comment:** Note Section 3 of the proposed Avondale PDD Document. Does this need to be changed to reflect the South Carolina Local Government Planning Enabling Act of 1994? (D.1., Page 2)

Applicant Response: Section 3 of the revised Ordinance references the South Carolina Local Government Comprehensive Planning Enabling Act of 1994 as you requested.

2. **Staff Comment:** Acreage amounts are not provided for the various components of the Master Plan. (D.2., Page 4)

Applicant Response: The size in acres of each Village of the proposed Avondale development is not provided on the revised Plan or in the revised Ordinance. Based on our previous conference call, we agree that this is not required by the UDO including Section 13.12, of the UDO (Requirements for Planned Development Districts.) We

expect to provide this information, as customary, at the Preliminary Plan stage of the process as required by the UDO.

Additionally, since we are still in the "Master Plan" stage, it is too early in the planning process to provide the precise sizes of these Villages. However, the maximum permitted density per acre for each residential Village is provided on the revised Plan and in the revised Ordinance. *Respectfully, the applicant does not believe that this is a deficiency.*

3. **Staff Comment:** Within Section 7(c) (2) of the Avondale PDD document the Applicant proposes to replace the PDD commercial requirement with four acres of civic/institutional/park/recreation use. Such a replacement is permitted by the Lancaster County UDO. However, the commercial component of a PDD in Lancaster County must consist of minimum of 5% of the site. Based on this it seems that the 5% set-aside should consist of ± 8.97 acres rather than ± 4.0 acres. It should be noted that the applicant is still proposing some commercial within Village B to serve the senior residences. However, it is unclear at this juncture what the area of this proposed commercial is. (D.3., Page 3)

Applicant Response: With respect to the PDD commercial requirement, the developer is planning to donate a four (4) acre site for civic, institutional, park and/or recreation use (Village A) for use by the Public to be utilized at the County's discretion. This is being done in response to surrounding Neighborhood input regard this type of need in this area of the County. This area could also be donated to the School district to add onto the adjacent Harrisburg Elementary School.

In addition the applicant is providing a 17 +/- acre area that will contain a senior residences facility and a senior day center (Village B) which are characterized by the UDO as only being allowed in B-3/Commercial Zoning Districts. These types of senior facilities are typically built to commercial building code standards and are customarily characterized as a "Commercial Use".

As such this area (17 +/- acres) should be included in staff's calculation for satisfying the minimum 5% Commercial component for PDD's. This acreage represents an additional 9.5% of the overall site area that should be added to the 4.0 acres being donated for public use (Village A). The total area being included as Commercial Uses is actually 21 acres (17 + 4.0) which represents 11.7% of the overall site. *Respectfully, with this information, the applicant does not believe that this is a deficiency.*

4. **Staff Comment** The Applicant states in Section 11(b)(1) of the Avondale PDD document that the intensity of development within any component or category can be modified by up to 30% without further approval provided the overall density does not go up. The Lancaster County PDD regulations suggest that this be considered major changes to the master plan and thus goes through the zoning map amendment process. (D.4., Page 9)

Applicant Response: Section 11(b)(1) of the Ordinance described in paragraph 4 of your memorandum has been deleted from the revised Ordinance. With respect to certain modifications to the Plan, Section 7(c) of the revised Ordinance recites Section 13.12.2.5 of the UDO. *Respectfully, with this revision to the proposed Ordinance, this is no longer considered to be a deficiency.*

5. **Staff Comment:** The Applicant states in Section 11(c)(1) of the Avondale PDD document that development uses or intensity within the project. This may be done, but only per a zoning map amendment process. (D.5., Page 9)

Applicant Response: The provisions of Section 11(c)(1) of the revised Ordinance are limited by the total allowed density permitted under the revised Ordinance and the Plan. *Respectfully, with this revision to the proposed Ordinance, this is no longer considered to be a deficiency.*

6. **Staff Comment:** Within Section 12 of the Avondale PDD document, the Applicant is proposing 5' minimum sideyards for residential uses. The Lancaster County UDO/PDD regulations limit sideyard setbacks to a minimum of 7'. Additionally the applicant proposes that HVAC units be allowed to encroach up to 4' into setbacks. UDO states that encroachments not exceed 2'. **Staff Cites:** *However, there is a really bad discrepancy within the Lancaster County PDD regulations regarding this because within another section of the County PDD regulations it is stated that there shall be no established minimum setbacks (or any lot within a PDD. This is an example of why the UDO is being re-written.* (D.6., Page 10).

Applicant Response: The five foot side yard for single family detached homes set out in Section 12 of the revised Ordinance complies with the requirements for a Planned Development District, as there is no required minimum side yard for a residential lot within a Planned Development District. Section 12(c) of the revised Ordinance has been amended as you requested so as to provide that HVAC units may encroach up to two feet into a side or rear yard. *Respectfully, the proposed 5' side yards are fully compliant with the UDO, (Section 13.12.1.10.d.) and with this revision to the proposed Ordinance regarding the 2 foot reduction for HVAC encroachments, this is no longer considered to be a deficiency*

7. **Staff Comment:** Note section 16(c) of the Avondale PDD document which does not seem to be worded properly with respect to TMS numbers. This is an editing issue. (D.7, Page 11)

Applicant Response: We believe that this comment has been addressed by way of a revision to Section 17(c) of the Ordinance. Section 17(c) of the revised Ordinance was Section 16(c) in the prior version of the Ordinance. *Respectfully, with this revision to the text describing this 50' buffer location that has been shown on each version of the Plan, and now subsequently revised within the proposed Ordinance, this is no longer considered to be a deficiency*

8. **Staff Comment:** Within Section 18 the Applicant is proposing that asphalt be a minimum width of 20' for some of the streets. The minimum Lancaster County standard is 22' per County Ordinance 2014-1285. (D.8, Page 12)

Applicant Response: This was a scrivener's error in the text. This comment has been addressed as you requested by way of a revision to Section 19 (formerly Section 18) of the revised Ordinance. *Respectfully, with this correction/ revision to the proposed Ordinance, this is no longer considered to be a deficiency.*

9. **Staff Comment:** Staff would also like to note that per the Master Site Plan there are up to 400 single-family lots proposed. The applicant proposed three lot widths for the single-family lots. These proposed percentages are not in compliance with the UDO. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix)). This issue needs to be addressed by the Applicant so that conformity is achieved with respect to the maximum percentage of 33% for any single-family lot-width (D.9., Page II)

55' 184 lots (46% of 400 lots)

61' 112 lots (28% of 400 lots)

70' 104 lots (26% of 400 lots)

Applicant Response: This comment has been addressed in Section 7(h) of the revised Ordinance, although UDO Section 13.12.1.11(b)(ix), stipulates that “ *a maximum of 33% of the lots in residential developments are allowed to have the same lot frontage*, which should have included the 165 Townhomes in Village C as part of staff ‘s above calculations, the Applicant has included text in the revised Ordinance which provides that no more than 33% of the lots for “single-family residences” may have the same lot width. ***Respectfully, with this revision to the proposed Ordinance, this is no longer considered to be a deficiency. Townhomes are a residential Land Use.***

10. **Staff Comment:** The Applicant in Section 22 is proposing to use all buffers and storm-water detention facilities as counting toward the required minimum common open space. The Lancaster County PDD regulations state that this is not permitted. (D10, Page 13)

Applicant Response: This comment has been addressed by providing in Section 23 (formerly Section 22) of the revised Ordinance that in order for storm water detention facilities and project buffers to be included and counted as open space, these areas must meet the requirements of Section 13.12.1.11(b)(ii)(A)(1)-(4) of the UDO. To the extent that this provision of the revised Ordinance conflicts with the terms of the UDO, the developer has respectfully requested that this modification be approved by the County Council as provided in Section 13.12.1 of the UDO and as further described below.

The proposed Development Agreement between the developer and the County acknowledges that there could be conflicts between zoning and development standards in the Development Agreement and the Ordinance and zoning and development standards contained in the UDO, and the Development Agreement provides that the zoning and development standards contained in the Development Agreement and the Ordinance shall supersede the zoning and development standards of the UDO and shall be deemed controlling. In the event of conflicts between zoning and development standards in the Development Agreement and zoning and development standards in the Ordinance, the zoning and development standards in the Development Agreement shall be controlling.

Section 10 and 27 of the revised Ordinance contain similar language.

11. Staff Comment: In Section 23 the Applicant is proposing to use storm-water detention facilities, creeks, streams, wetland areas, tree save areas, and all internal open space in calculating density. The County PDD regulations expressly state that density is based on buildable land and that common open space cannot be used to calculate density. (D.11, Page 13)

Applicant Response: The applicant proposes definitions for how density is calculated based on information obtained from the UDO as provided in UDO Section 1-201 and as further provided in UDO Section 5.2 (4.A). With respect to your comments in paragraph 11 of your memorandum, to the extent that the provisions of Section 24 (formerly Section 23) of the revised Ordinance conflict with the provisions of the UDO, the developer has respectfully requested that this modification be approved by County Council as provided in Section 13.12.1 of the UDO and as further described in Sections 10 and 27 of the revised Ordinance which recognize how conflicting provision will be addressed pursuant to the approval of the proposed Development Agreement between the developer and the County.

Penelope, we appreciate all your assistance on this matter, and please do not hesitate to give Ed, Ben or myself a call with any questions or comments.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

**ORDINANCE NO. 2015-1369
(PDD – 27)**

AN ORDINANCE

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

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

Avondale Mixed Use Planned Development District (PDD-27)

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26.	UDO.....	14
27.	CONTROLLING ORDINANCE	14
28.	EFFECTIVE DATE	15
	EXHIBIT A	17

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

Section 2. Purpose; PDD-27.

- (a) The purpose of this ordinance is to establish the Avondale Mixed Use Planned Development District (PDD-27), to approve the Master Plan for the development of the Property (as defined below) and to provide the regulations that will apply to the development of the Property.
- (b) The Avondale Mixed Use Planned Development District (PDD-27) Ordinance (the "Ordinance") establishes specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety and general welfare of future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development techniques for the protection of the natural environment and the quality of life of future residents.
- (c) The Avondale mixed use development is a mixed use, master planned development comprised of a combination of residential (single-family detached and multi-family townhome residences), senior residences and uses and accessory commercial, retail and

service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

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

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

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

Section 6. Master Plan. The Master Plan for the Development, prepared by ESP Associates and dated August 25, 2015 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

Section 7. Master Plan Amendments.

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

family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single-family detached residences may be developed in Village B.

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

Section 8. Land Uses.

- (a) The land uses authorized for the Development are as follows:
 - (1) Village A: Civic, Institutional, Park and Recreation Uses.
 - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be internal to the Senior Housing/Residences/Senior Apartments facilities. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD-27 and shall not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.
 - (3) Village C: Multi-Family Townhome Residences.
 - (4) Villages D, E and F: Single-Family Detached Residences.
- (b) As noted above in subparagraph 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of

Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

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

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

(d) In lieu of the Mixed Use Senior Village proposed to be developed within Village B as described herein and on the Master Plan, Developer may, at its option, develop single-family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single family detached residences may be developed in Village B.

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

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

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

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

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

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools,

performing arts centers, religious buildings, picnic areas, recreation centers, water towers, public parks or any other cultural, civic or social use.

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

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

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

Density - The amount of residential development permitted on a given parcel of land, typically measured in dwelling units per acre (total residential units/total development land area) as specified and described in the UDO.

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

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

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

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

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

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

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

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

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

Multi-Family Housing - Attached housing containing two or more dwelling units on a single lot. Multi-family housing may include but not be limited to the following: quadraplexes, townhouses, apartments, and condominiums.

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

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

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

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

Residential - Any residential land use permitted in the UDO.

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

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

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

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

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

Senior Day Care - A facility for the supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes, or senior apartments each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home.

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

Section 10. Development Regulations.

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.
- (b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:

- (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
- (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road.
- (3) Driveways - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT").
- (4) Buffers - Buffers and setbacks for the perimeter of the Development shall be in accordance with Section 13.12 of the UDO unless otherwise specifically provided in this Ordinance. A 30 foot wide perimeter buffer meeting the requirements of Section 12.9 of the UDO shall be provided along those portions of the exterior boundaries of Village B that abut public roads as depicted on the Master Plan, and a 50 foot wide perimeter buffer meeting the requirements of Section 12.9 of the UDO shall be provided along those portions of the exterior boundaries of Village B that abut residential land uses as depicted on the Master Plan.
- (5) Parking - Parking shall be provided in accordance with Section 17 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) Open Space Requirements - For purposes of applying Section 17.1(2)(b)(i) of the UDO to the Development, the narrow strip of common area must be at least twenty-five feet (25') in width.
- (7) Open Space Requirements - For purposes of applying Section 17.1(2)(a) of the UDO to the Development, sidewalk and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations.
- (8) Floodway Restrictions - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.
- (9) Floodplain Restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting

technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

- (10) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (11) Connectivity - The minimum connectivity index required for PDD-27 is 1.4.

Section 11. Density/Intensity.

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

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

(b) In lieu of the Mixed Use Senior Village proposed to be developed within Village B as described herein and on the Master Plan, Developer may, at its option, develop single-family detached residences in Village B to respond to market conditions. In such event, a maximum of 65 single family detached residences may be developed in Village B.

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

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

area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

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

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

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

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

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

- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the back of curb and shall satisfy fire access and emergency management vehicular requirements.

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

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	50'
Senior Mixed Use - Village B	50'
Civic/Institutional/Park and Recreation Uses	N/A

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

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

Land Use	Minimum Lot Size*
Single-Family Detached - Villages D, E and F	6,500 sq. feet
Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use -- Village B	
Commercial/Retail/Service in support of Senior Uses	Up to 15,000 square feet of gross floor area
Senior Day Care	Up to 6,000 square feet of gross floor area
Civic/Institutional/Park and Recreation Uses	No Minimum Lot Size

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

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

Land Use	Minimum Lot Width
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Civic/Institutional/Park and Recreation Uses	No Minimum

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

Section 17. Buffers.

- (a) A perimeter buffer is not required where the uses are adjacent to an existing or proposed road. The external border of the proposed PDD that is not adjacent to an existing or proposed road must be buffered by a minimum 40 foot wide buffer. Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffer yards are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer. If the proposed use is adjacent to a similar use, on an adjacent tract, or adjacent to similar zoning or a parcel providing its own required buffer due to zoning or land use requirements for that use, this perimeter buffer may be removed with the approval of the Zoning Administrator.
- (b) If the Developer can demonstrate to the Zoning Administrator that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Zoning Administrator shall waive the buffer requirements for that site.
- (c) A 50 foot wide buffer shall be established along the boundary line of the PDD (Lancaster County Tax Map Number 0005-00-018.00) that is adjacent to a portion of Lancaster County Tax Map Number 0005-00-077.00 as depicted on the Master Plan, and a 50 foot wide buffer shall be established along the boundary line of the PDD adjacent to property owned by Glen Laurel Homeowners Association (Lancaster County Tax Map Number 0005H-0C-001.01), as depicted on the Master Plan.

Section 18. Parking.

- (a) All uses within the PDD may utilize on street parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this Development regardless of which section it is allowed in, the road must be wide enough to allow the parking of

vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level parking garages are an allowed use in Village B of the PDD.

- (b) For commercial, retail or service uses located within the Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the senior residents.

Section 19. Roadways and Traffic.

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

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

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

Section 20. Street Lighting.

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Village shall be of uniform design and all lighting throughout the Property shall be complementary.

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

Section 21. **Model Homes and Other Buildings.** Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office. The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided that the Model Homes shall be connected to central water and sewer services as soon as the central services are available. Prior to issuing the building permits for the Model Homes, the Developer shall provide the County with proof of applicable approvals by other governmental entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, the Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. A certificate of occupancy for the Model Homes shall not be issued until the Model Homes are connected to central water and sewer services and must meet otherwise applicable requirements. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

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

Section 23. **Open Space.** Storm water detention facilities and project buffers may be included as Open Space provided that these areas meet the requirements of Section 13.12.1.11(b)(ii)(A)(1)-(4) of the UDO.

Section 24. **Density.** Storm water detention facilities, creeks, streams, wetland areas and tree save/preservation areas, along with internal open space areas, pocket parks and perimeter buffers that do not front along public roadways can be utilized to calculate density. Additionally, the land area of Village A, which shall be devoted to civic/institutional/park and recreation uses, shall be utilized and considered when calculating the overall permitted density of the entire Development.

Section 25. **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 26. UDO. Any reference to the UDO set out in this Ordinance shall be deemed to refer to the requirements of the UDO in effect as of the effective date of this Ordinance.

Section 27. Controlling Ordinance. Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

Section 28. Effective Date. This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Friday, April 29, 2016 then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

1st reading:

2nd reading:

3rd reading:

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

Avondale Site

Planned Development District (PDD-27)

Master Plan

See attached.

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EXHIBIT A

Village A: 4 Acres
 Mixed Use Village "A"
 Senior Residences/
 (Multi-Family - see notes)
 Senior Day Center

Village B: 4 Acres
 Mixed Use Village "B"
 Senior Residences/
 (Multi-Family - see notes)
 Senior Day Center

Village C: 4 Acres
 Multi-Family Village "C"
 Residential
 (Multi-Family/Townhomes)

Village D: 4 Acres
 Residential
 Single-Family Detached
 (50' & 55' Front Loaded Lots)

Village E: 4 Acres
 Residential
 Single-Family Detached
 (50' & 55' Front Loaded Lots)

Village F: 4 Acres
 Residential
 Single-Family Detached
 (50' & 55' Front Loaded Lots)

Village G: 4 Acres
 Residential
 Single-Family Detached
 (50' & 55' Front Loaded Lots)

Legend:

- Potential Site Access
- Primary Internal Road Network
- Secondary Internal Road Network
- Primary Village Access
- Potential Sub Street
- Calvin Hall Road Right-of-Way
- City/Institutional Village "A"
- Mixed Use Village "B"
- Village "C"
- Village "D"
- Village "E"
- Village "F"
- Village "G"

Vicinity Map
 Not to Scale

Site Data

Tax Parcels: 0005-00-081.00, 0005-00-079.00, 0005-00-089.00, 0005-00-080.00, 0005-00-078.00, 0005-00-077.00, 0005-00-086.00, 0005-00-085.00, 0005-00-084.00, 0005-00-083.00, 0005-00-082.00, 0005-00-081.00, 0005-00-080.00, 0005-00-079.00, 0005-00-078.00, 0005-00-077.00, 0005-00-076.00, 0005-00-075.00, 0005-00-074.00, 0005-00-073.00, 0005-00-072.00, 0005-00-071.00, 0005-00-070.00, 0005-00-069.00, 0005-00-068.00, 0005-00-067.00, 0005-00-066.00, 0005-00-065.00, 0005-00-064.00, 0005-00-063.00, 0005-00-062.00, 0005-00-061.00, 0005-00-060.00, 0005-00-059.00, 0005-00-058.00, 0005-00-057.00, 0005-00-056.00, 0005-00-055.00, 0005-00-054.00, 0005-00-053.00, 0005-00-052.00, 0005-00-051.00, 0005-00-050.00, 0005-00-049.00, 0005-00-048.00, 0005-00-047.00, 0005-00-046.00, 0005-00-045.00, 0005-00-044.00, 0005-00-043.00, 0005-00-042.00, 0005-00-041.00, 0005-00-040.00, 0005-00-039.00, 0005-00-038.00, 0005-00-037.00, 0005-00-036.00, 0005-00-035.00, 0005-00-034.00, 0005-00-033.00, 0005-00-032.00, 0005-00-031.00, 0005-00-030.00, 0005-00-029.00, 0005-00-028.00, 0005-00-027.00, 0005-00-026.00, 0005-00-025.00, 0005-00-024.00, 0005-00-023.00, 0005-00-022.00, 0005-00-021.00, 0005-00-020.00, 0005-00-019.00, 0005-00-018.00, 0005-00-017.00, 0005-00-016.00, 0005-00-015.00, 0005-00-014.00, 0005-00-013.00, 0005-00-012.00, 0005-00-011.00, 0005-00-010.00, 0005-00-009.00, 0005-00-008.00, 0005-00-007.00, 0005-00-006.00, 0005-00-005.00, 0005-00-004.00, 0005-00-003.00, 0005-00-002.00, 0005-00-001.00

Total Acreage: up to 179.35 Acres
Location: Lancaster County, SC
Zoning: Existing: R-12 (General Commercial District)
 Proposed: R-12P (Moderate Density Residential/Agricultural Parklands District)
Proposed: POD-27

City/Institutional/Park Site

Village A: 4 Acres
 Senior Residences: up to 17.9 Acres
 Maximum Building Height: 12'
 Senior Day Center: up to 6,000 SF
 Senior Residences: up to 200 Units
 Potential Residential Density: up to 8.0 DU/AC

Residential Villages "C, D, E, & F"

Multi-Family Attached (Townhomes)
 Village C: up to 160 Units
 Maximum Building Height: 12'

Single-Family Detached
 Village D: up to 17.9 Acres
 40' Front Loaded Lots: up to 17 Lots
 50' Front Loaded Lots: up to 18 Lots
 Maximum Building Height: 12'

Village E: up to 17.9 Acres
 40' Front Loaded Lots: up to 17 Lots
 50' Front Loaded Lots: up to 18 Lots
 Maximum Building Height: 12'

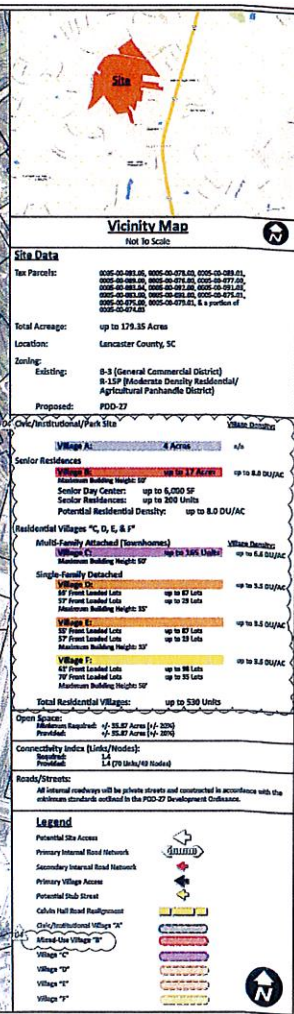
Village F: up to 17.9 Acres
 40' Front Loaded Lots: up to 17 Lots
 50' Front Loaded Lots: up to 18 Lots
 Maximum Building Height: 12'

Total Residential Villages: up to 530 Units

Open Space:
 Minimum Required: ~1.50 Acres (~1.50%)
 Preferred: ~15.87 Acres (~1.50%)

Connectivity Index (Links/Nodes):
 Required: 1.4 (1.4 links/14 nodes)
 Preferred: 1.4 (1.4 links/14 nodes)

Ready Streets:
 All internal streets will be public streets and constructed in accordance with the minimum standards outlined in the POD-27 Development Guidelines.



 **ESP**
ESP Associates, P.A.

*813 New Road
Cherry, NC 28211
NC - 704 583-0423*

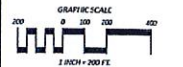
*8475 Lakeview Blvd.
Fort Mill, SC 29716
SC - 803 532-3460*

www.espsolutions.com

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ESP Associates, P.A.*

**Avondale**

**Preliminary
Master Plan
PDD-27**



PROJECT LOCATION	GOULFORD
DRAWING NAME	POD Master Plan and
DATE	July 1, 2015
DRAWN BY	ADG/BJR
CHECKED BY	MAN/MTJ

AGENCY / SUBMITTAL REVISION

NO.	DATE	BY	REVISION
01	5-28-13	GW	AWD / JWB / SADD-A-CORONA SPARE TANK AND BRACE SYSTEM

32	7-1-15	GW	Final Design Report (Sheet 1 of 3)
33	8-3-15	GW	Flowing Sand Section (7-23-15)

04	3-75-23	GW	1970-1971 100% increase per diff. amounts \$2.11-21.4
----	---------	----	--

1 of 310152484

EXHIBIT A

Vicinity Map
Not to Scale

Site Data

Tax Parcels: 0005-00-093.05, 0005-00-078.00, 0005-00-089.01, 0005-00-089.02, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.01, 0005-00-083.00, 0005-00-091.00, 0005-00-075.01, 0005-00-075.02, 0005-00-079.01, & a portion of 0005-00-074.03

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

Location: Lancaster County, SC

Zoning: B-3 (General Commercial District)
B-15P (Moderate Density Residential/
Agricultural/Pubhouse District)

Legend

Property Line
Property lines on sheets 1 and 7 have been illustrated with distances and connections drawn to scale.

Tree Cover/Wooded Areas
The existing wooded areas of forested land areas that are denoted by the legend. Typical woody vegetation includes but is not limited to: longleaf pine, loblolly shortleaf (Gambusia confertifolia), white oak (Quercus alba), and American cypress (Taxodium distichum). Common woody vegetation species found on the site include: Eastern white pine (Pinus strobus), American holly (Ilex opaca), Southern yellow pine (Pinus palustris), longleaf pine (Pinus palustris), loblolly shortleaf (Gambusia confertifolia), ground cover (Paspalum conjugatum), live oak (Quercus virginiana), sweet gum (Liquidambar styraciflua), and other woody vegetation. Some vegetation species have diameters ranging from 4" to 10".

Stream/Waterbody
Informational information is based on a preliminary information obtained from "Hydrographic Division of Waters and Wetlands" prepared by James R. Rouse, Inc., dated July 4, 2014. There does not appear to be floodplain on the property.

Visible Accession/Deed Areas
Existing boundaries and easements identified per available Lancaster County deed history.

Above Ground Utility Lines
Existing utility lines identified per Lancaster County aerial imagery.

Existing Structures
Existing structures located per available Lancaster County aerial imagery and consist of single-family residence, outbuilding, and industrial buildings that range in size from approximately 100 to 1000 sq. ft.

Zone District Line
Zone District boundaries are based on information from the Lancaster County GIS data.

Use of Adjacent Properties
Single-family Residential
Commercial & School

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ESP Associates, P.A.

Avondale

Existing Features

PROJECT LOCATION	LANTANA COUNTY, FL
------------------	--------------------

PROJECT LOCATION	COTLECO
PROJECT FEATURES	FOUR R/240000000
DATE	JULY 1, 2013
DRAWN BY	GW
IN CHARGE	ME/MS

AGENCY / SUBMITTAL PERSON			
NO.	DATE	BY	REVISION
01	5-29-15	GW	4th floor window sill seal replace insulate and repair ceiling
02	7-1-15	GW	Room 400 mechanical upgrades PART 1 of 2
03	8-1-15	GW	Revising floor conditions (7-28-15)
04	8-25-15	GW	Revised floor conditions PART 2 of 2 (8-11-15)

2 of 3

EXHIBIT A



Site Data

Parcel: 0005-00-001.00, 0005-00-071.00, 0005-00-089.01, 0005-00-089.02, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-093.03, 0005-00-083.00, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-073.01, & a portion of 0005-00-074.03

Total Acreage: up to 178.35 Acres
Senior Village: up to 21 Acres
Residential Area: up to 158.35 Acres

Location: Lancaster County, SC

Zoning: B-3 (General Commercial District)
 R-1SP (Moderate Density Residential/
 Agricultural Panhandle District)

Proposed: POD-27

Avondale Mixed Use District

Existing Features Summary

Schedule a summary of existing features for the proposed Avondale Mixed Use District project. The summary includes a list of existing features, a map of the project area, and a list of existing features. The summary is based on a site visit conducted on July 8, 2023, and a review of aerial imagery and other available information.

Existing Natural Features:

- 1. **Wetland Areas:** The project area contains several wetland areas that are identified by the project team. These areas are located in the northern and eastern portions of the project area. The wetland areas are identified by a blue line on the map and are labeled with the number 1.
- 2. **Stream:** A stream is located in the northern portion of the project area. The stream is identified by a blue line on the map and is labeled with the number 2.
- 3. **Topography:** The project area has a varied topography, with some areas being higher than others. The topography is identified by a brown line on the map and is labeled with the number 3.

Existing Manmade Features:

- 1. **Highways:** The project area is located near several major highways, including US-17 and SC-17. These highways are identified by a red line on the map and are labeled with the number 1.
- 2. **Buildings:** There are several buildings located in the project area, including a large commercial building and several smaller residential buildings. These buildings are identified by a black line on the map and are labeled with the number 2.
- 3. **Infrastructure:** The project area contains several infrastructure features, including a water main, a sewer line, and a gas line. These features are identified by a blue line on the map and are labeled with the number 3.
- 4. **Other Features:** There are several other features located in the project area, including a parking lot, a road, and a stream. These features are identified by a black line on the map and are labeled with the number 4.

Existing Legal Features:

- 1. **Property Lines:** The project area is divided into several lots, each with its own property line. These property lines are identified by a black line on the map and are labeled with the number 1.
- 2. **Setbacks:** The project area has several setbacks, including a front setback, a side setback, and a rear setback. These setbacks are identified by a black line on the map and are labeled with the number 2.
- 3. **Other Legal Features:** There are several other legal features located in the project area, including a easement, a right-of-way, and a utility easement. These features are identified by a black line on the map and are labeled with the number 3.



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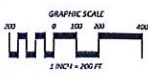


Avondale

Existing Features

Notes & Aerial

PROJECT LOCATION: Avondale, SC



PROJECT LOCATION	DATE
Avondale, SC	07/11/2023
PROJECT NAME	DATE
Avondale Mixed Use District	07/11/2023
PROJECT TYPE	DATE
Commercial/Residential	07/11/2023

AGENCY / SUBMITTER	DATE	BY	REVISION
ESP Associates, P.A.	07/11/2023	J. Smith	Initial Design
SINACORI BUILDERS	07/11/2023	J. Smith	Final Design

DATE	BY	REVISION
07/11/2023	J. Smith	Initial Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design
07/11/2023	J. Smith	Final Design

INFRASTRUCTURE AND REGULATION COMMITTEE
September 8, 2015

Report to Council

**Proposed Development Agreement with Sinacori Builders, LLC – Avondale Development
and
An Ordinance to Rezone Avondale Development Property**

Background

On June 2, 2015, the Lancaster County Planning Department received from Sinacori Homes an application to rezone approximately 179.35 acres located between Calvin Hall Road and Harrisburg Road in the Indian Land area of Lancaster County from R-15P, Moderate Density Residential / Agricultural Panhandle District and B-3, General Commercial District, to Planned Development District (PDD-27). Sinacori Homes refers to this property as the Avondale development. At its meeting on July 21, 2015, the Planning Commission held a public hearing on the proposed rezoning. By a 5-1 vote, the Planning Commission approved the rezoning of the property to Planned Development District (PDD-27).

Also, on April 21, 2015, the County received a proposed development agreement from Sinacori Builders, LLC, concerning the Avondale development. At its meeting on July 21, 2015, the Planning Commission conducted a public hearing on the proposed development agreement. In addition, the Planning Commission reviewed the proposed development agreement and, by a 6-0 vote, is recommending approval of the development agreement. A copy of the Planning Commission's report to Council is attached.

Report

The Infrastructure and Regulation Committee has reviewed the proposed development agreement and proposed rezoning. The Committee is reporting the Avondale development matter to Council for its consideration without any recommendations on the following:

1. An ordinance to rezone the Avondale development property as PDD-27. A draft ordinance, Ordinance No. 2015-1369, is attached to this report. Included in the draft ordinance is a provision stating the rezoning is effective when Sinacori Builders, LLC, takes title to the Avondale development property.
2. A development agreement between Sinacori Builders, LLC, and Lancaster County for the Avondale development. A copy of a proposed development agreement is attached to this report. Approval of the proposed development agreement by Council requires the passage of an ordinance. A draft ordinance, Ordinance No. 2015-1370, is attached to this report.

--XXX--

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

Fax (803) 285-6007

LANCASTER COUNTY PLANNING COMMISSION

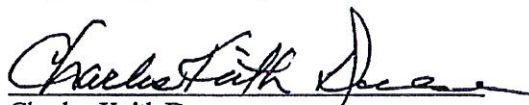
REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – SINACORI BUILDERS, LLC

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

At its meeting on Tuesday, July 21, 2015, the Planning Commission conducted a public hearing on the proposed Development Agreement – Sinacori Builders, LLC. In addition, by a 6-0 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Sinacori Builders, LLC/Avondale development with the condition that the Chief Zoning Officer for Lancaster County would review compliance with this agreement before land transfers take place.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Penelope G. Karagounis, Lancaster County Planning Director

Department: Planning

Date Requested to be on Agenda: On September 14, 2015 County Council Meeting

Deferred 9/14/2015. To be heard 9/28/15 DH

Issue for Consideration:

This is a Development Agreement by Sinacori Builders, LLC for the Avondale PDD-27 located between Calvin Hall Road and Harrisburg Road in the Indian Land Section of Lancaster County. (TMS No: a portion of 0005-00-074.03. The entirety of the following TMS No: 0005-00-0075.00, 0005-00-75.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-079.01, 0005-00-089.00, 0005-00-089.01, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05).

The property is currently zoned R-15P, Moderate Density Residential/Agricultural Panhandle District, and B-3, General Commercial District and the applicant is rezoning the properties to a Planned Development District (PDD-27). The site contains +/-177 acres.

Points to Consider:

On April 21, 2015, Debbie Hardin, County Clerk received the proposed Development Agreement for Avondale Development/Sinacori Builders, LLC. This agreement was held as the documentation needed to move forward with the rezoning was not complete. On May 12, 2015, the draft development agreement was delivered to the Lancaster County Planning Department. I emailed the draft development agreement to the following individuals: Steve Willis, County Administrator; John Weaver, County Attorney (Information Purposes); Mike Ey, McNair Law Firm; Morris Russell, Emergency Management; Clay Catoe, EMS Director; Sheriff Barry Faile; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; and Hal Hiott, Parks and Recreation Director to receive comments on the draft Development Agreement. Attached are the comments from the various departments (June 5, 2015). Please review to identify the concerns of the department heads for this Development Agreement.

Funding and Liability Factors: Please note that some of the numbers for the development do not match with the PDD-27, Master Plan. For example the total acreage in the development agreement states 177 acres and the Master Plan states up to 179.85 acres. Another example that we would like some explanation is the difference in numbers with the Master Plan in relation to the Development Schedule for the residential development (both attached vs. detached in the villages). Perhaps our legal experts can provide more information to staff.

Council Options: The Infrastructure and Regulation Committee will make a recommendation to the County Council. Department Heads will be at the Infrastructure and Regulation Committee to answer any questions that the Committee might have in regard to their comments for the Development Agreement.

Recommendation: The Planning Commission's recommendation was to approve by a vote of 6-0 with the condition that the Chief Zoning Officer for Lancaster County would review compliance with this agreement before land transfers take place.



Memo

To: Lancaster County Council

From: Penelope G. Karagounis, Planning Director

Date: June 5, 2015

Re: Development Agreement Staff Recommendations for Avondale Planned Development District 27 (PDD-27)/Sinacori Builders, LLC.

Message:

On April 21, 2015, Debbie Hardin, County Clerk received the proposed Development Agreement for Avondale Development/Sinacori Builders, LLC. This agreement was held as the documentation needed to move forward with the rezoning was not complete. On May 12, 2015, the draft development agreement was delivered to the Lancaster County Planning Department. I emailed the draft development agreement to the following individuals: Steve Willis, County Administrator, Mike Ey, McNair Law Firm; Morris Russell, Emergency Management; Clay Catoe, EMS Director; Sheriff Barry Faile; Kenneth Cauthen, Zoning Administrator; Jeff Catoe, Public Works Director; and Hal Hiott, Parks and Recreation Director to receive comments on the draft. Below are the comments I have received:

Steve Willis Comments:

First, a general comment – do not allow anything in this DA and the proposed PDD that you will not allow in the planned multi-use zoning district.

Section 3.03 – do we need a mention of the planned SMS4 stormwater regulations?

Section 4.01(A) – no per rooftop payment for schools – lump sum the same as the public safety fee

Section 4.01(B) - \$1,000 per house

Section 4.04 (A) – as long as the HOA bears the responsibility for cost of replacing mast arm poles, I will drop my objection to installation of mast arm signals. My worry has always been the county taxpayers picking up the cost of replacement. I do question the mechanism for making sure the HOA has a few hundred thousand on hand at all times in case an ice storm takes down the poles.

Section 4.04(D) – do we need to again mention the upcoming SMS4 regulations?

Section 4.04(I) – is there need to also mention the area is subject to the PVFD fire fee?

Section 4.05(A) – do we need to add “...or successor agency” to the DHEC stormwater permit requirement? At some point I imagine we will have to start issuing permits in that area.

Section 5.03 – there was some talk a while back about transferring the periodic review to Zoning. What is the status on that? Do we have an annual review planned for all developments or is each one reviewed on its own 12 month cycle?

Mike Ey Comments:

NOTES

JME – June 5, 2015

Initial Review

Development Agreement -- Avondale Development
Sinacori Builders, LLC

- General Editing. Some minor general editing is needed throughout the document. This editing would have little or no substantive effect.
- Covington Development Agreement. The provisions of the Avondale development agreement should be conformed, when appropriate, to the final version of the Covington development agreement.
- Planned Development District. The proposed zoning for the Avondale property is planned development district. This means that the development regulations applicable to the property will include those contained in the development agreement, the planned development district documents and in the Unified Development Ordinance (UDO). Because there are three potential sources for development

standards, several provisions in the development agreement will need to be altered to reflect all three sources and the priority for each source.

- Sec. 104. Property. Tax map numbers have been provided for the property covered by the agreement. The legal description for the property is needed, if available. The developer should be asked to confirm that all identified parcels are to be included in the agreement.
- Sec. 2.01(A) Representations and Warranties of County. This representation states that the County finds that the proposed development is consistent with the County's comprehensive plan and land development regulations. Is this correct?
- Sec. 3.01. Vested Right to Develop. Future Laws. Are there any ordinances that are in the "pipeline" that the County will want to apply to the property? If so, they need to be specifically identified.
- Sec. 3.01A. Connectivity. This section appears to involve a variance or deviation from the development standards contained in the UDO. Is this needed and, if so, is the language acceptable?
- Sec. 4.01A. School Payments. (1) The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. The most recent development agreements have provided for lump sum payments. (2) The current payment obligation is based on residences. Will a school payment obligation also apply to commercial uses?
- Sec. 4.01B. Funds for Public Safety. (1) The payment structure should be changed to reflect a lump sum payment within a short period after the approval of the agreement. In addition, the dollar amount should be set at \$1000 per dwelling unit. The most recent development agreements have provided for lump sum payments based on \$1000 per unit. (2) The current payment obligation is based on residences. Will a public safety payment obligation also apply to commercial uses?
- Sec. 4.04(D). Storm Water Management. This section should be adjusted to match the language used in the Covington development agreement.

- Sec. 4.05. Maximum Density. This section can be deleted. Density is addressed in Section 1.06. This provision originated in a development agreement that did not involve planned development district zoning.
- Sec. 4.06. Road Widths. This section can be deleted. Council passed Ordinance No. 2014-1285 and it provides for the specified road width.
- Exhibit F, Rezoning Plan. Is this exhibit necessary for the development agreement?

Morris Russell and Darren Player, Emergency Management Comments:

Review of the attached ordinance documents and the first draft development agreement from Sinacori Builders, LLC.:

- A fire proof or retardant type exterior wall treatment such as brick or cementitious boarding should be required due to the close proximity of structures based on the number of structures allowed per acre.
- The possible traffic circle entrance should be coordinated with the Fire Marshal and Public Works Director to ensure a proper radius is used in construction to allow for fire apparatus safe and unencumbered entry.
- The ordinance references the fact that no building over 50 feet in height can be constructed but also lists several sections that have listed heights of up to 60 feet in height.
- The development agreement leaves blank the financial fees and payments to Lancaster County for Public Safety agency use in the Indian Land area of the county. The standard fees already used in other agreements should apply. Fire Rescue would like to note Pleasant Valley Fire Department will soon need to expand the Harrisburg Rd Substation and funding from this agreement could be combined with that of other agreements to supplement the necessary funding needed for the station expansion.
- Road widths are defined as 22 feet in the development agreement. The developer must be aware the Fire Code requires a road width of 26 feet in the area of a fire hydrant that is not located at an intersection. This should be coordinated with the Fire Marshal during his site plan review.

Darren Player, Deputy Director
Lancaster County Fire Rescue / Emergency Management

Jeff Catoe, Public Works Director Comments:

These roads will be private.

Any future drawing, plan, or plat submittal(s) need to identify all interior roads as private. This exhibit does not state or show privately maintained roads.

The PDD copy attached states some interior roads may be private (Section 18c). It needs to state all roads will be private.

Sidewalks are mentioned, and if installed, they will be privately maintained as well.

Penelope Karagounis, Planning Director:

A month after the initial submission, a revised master plan with PDD regulations (PDD-27, Avondale proposed ordinance) were filed in the Planning Department office. One of the parcels for this project was eliminated and is not reflected in this development agreement. It was advised to the applicant as they are receiving comments from the Infrastructure and Regulation Committee to update the information in their draft development agreement to reflect the new current submitted master plan and PDD ordinance for Avondale. The revised development agreement should identify the exact density that the applicant is requesting with their master plan and ordinance for Avondale.

Section 3.01 A. Connectivity— this is a proposed mixed use development that is being proposed as a Planned Development District. Connectivity is a requirement. What are your inherent constraints? We need justification for this variance.

County adopted the Comprehensive Plan in December 2014. The subject is area is now classified as Neighborhood Mixed Use on the Future Land Use Map, which is included in the new Comprehensive Plan. This area is portrayed as the community type of “walkable neighborhood”. Sidewalk connectivity throughout the neighborhood and on Calvin Hall Road and Harrisburg Road should be a requirement in the development agreement for Avondale. Internal sidewalks should be located on both sides of main boulevards and on one side of internal roads in the subdivision.

A very small part of some parcels in this proposed development are part of the Pedestrian Center Node. The County has only identified three areas for high density

pedestrian centers through their future land use map. The majority of the parcels in the Avondale PDD do not fall into the pedestrian center classification.

Developer and all associated parties need to be aware of Section 3.04 Development Permits. For example, if comments are made during the DRC process by a local agency reviewing the preliminary plan, those changes should be made by the developer. This process has been identified and is in place for staff to review preliminary plans even after a development agreement is signed.

We are grateful for the school payment and for the public safety payment. However, these fees are one time fees that can not be used for operational costs for the County. Staff has brought this concern many times in the past to Administration that the County needs to look into impact fees to help pay for the growth. The collection of these specific fees will not be able to be used for operational costs which this County desperately needs to accommodate all the new population living in Lancaster County.

The Carolina Thread Trail Master Plan does not depict any trails going through this property.

Sidewalks will be required on at least one side of every street. A sidewalk will be required on both sides of arterial and collector streets.

Define the Maximum Density for Section 4.05.

The minimum lot width allowed for single-family development is 55 ft. If a development has a lot width of 60 feet or less, then rear access to each unit via an alley is required.

Revise Exhibit A Property Description

Exhibit C: Development Schedule - Why does this go to 7 years since the development agreement is for 5 years?

Private Roads: Need to cite new Ordinance that County Council passed.

Hal Hiott, Parks and Recreation Director's Comments: No Comments

Sherriff Barry Faile's Comments: No Comments

Kenneth Cauthen, Zoning Administrator Comments: No Comments

Clay Catoe, EMS Director: No Comments

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1370

COUNTY OF LANCASTER

)

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and by the Development Agreement Ordinance for Lancaster County, South Carolina, Ordinance No. 663 (the "Ordinance"), to enter into development agreements with developers;

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

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

Section 2. Approval of Agreement; Authorization to Act.

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

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	July 21, 2015	
First Reading:		Tentative
Second Reading:		Tentative
Council Public Hearing:		Tentative
Third Reading:		Tentative

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Exhibit A to Ordinance No. 2015-1370

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

See attached.

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

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

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the __ day of October, 2015 (“Agreement Date”), by and between **SINACORI BUILDERS, LLC** (“Developer”), a North Carolina limited liability company, and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

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

WHEREAS, Developer has submitted an application to the County requesting that the property comprising the Avondale development be rezoned to Planned Development District.

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to more fully protect the Developer’s development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County on the scope and terms of the development.

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the property will be appropriately zoned for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement.

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if they were set out in this Agreement in its entirety.

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

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

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means the date of this Agreement as set forth above.

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

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

(5) “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) Reserved.

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

(9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

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

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

(12) “Parties” means County and Developer.

(13) Reserved.

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

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

(16) “UDO” means Ordinance No. 309, as amended, as of the Agreement Date and which is cited as the Unified Development Ordinance of Lancaster County. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663.

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

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

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

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

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

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens. (A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer’s obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

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

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 2015-1370 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2015-1370 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer. (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred and seventy-seven (177) acres.

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

(C) Developer represents and warrants that the execution, delivery and performance by the individual or entity signing this Agreement on behalf of the Developer has been duly authorized and approved by all requisite action on the part of Developer.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop. (A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date as set forth in Exhibit E to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in PDD-27, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19.

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

(E)(1) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in PDD-27 and the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

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

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

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act.

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

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

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

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

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

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

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, fire and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any building, housing, electrical, plumbing, fire or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the Property. Local development permits, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

- (1) Development Review Committee process;
- (2) Preliminary plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units subject to the transfer, and, if applicable, the amount of non-residential development subject to the transfer. If the acquiring Developer is an entity, then, at the request of the County, the acquiring Developer shall provide the County the opportunity to view a listing of the names and addresses of the entity's officers and owners. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. This provision does not apply to the purchaser or other successor in title to the Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Funds for Public Safety. Developer agrees to pay County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) upon the earlier of either February 1, 2017, or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

Section 4.01C. Dedication of Institutional Land. Developer shall dedicate four (4) acres of land identified on the Master Plan, in Village A, as a flex public civic/institutional/park and recreation site to be dedicated to the County for the use and enjoyment by the citizens (“Institutional Land”). The Master Plan is contained in Exhibit F, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. This Institutional Land is intended to be developed by the County or its designee as a public civic/institutional/park and recreation site and is being provided by Developer in lieu of providing commercial development as provided in Section 13.12.1.11.d* of the UDO. County and Developer acknowledge that whether the Institutional Land is ultimately developed by the County or its designee is dependent on the availability of funding to pay for the development of the Institutional Land and that the decision to develop the Institutional Land is a discretionary decision for County Council. If it is determined that the Institutional Land will be conveyed to the County, then Developer agrees that the property will be conveyed free of any encumbrances and by way of general warranty deed conveying marketable and insurable title to the County.

No recycling centers, convenience site or trash or solid waste transfer stations or similar type of land uses can be included as an eligible land use on this Institutional Land.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than January 31, 2016, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation 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 shall provide to County, prior to final plat approval, documentation that a homeowners' or property owners' association, or similar organization is responsible for the perpetual maintenance of the roads within the Property.

(B) Potable Water. Potable water will be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewer service or sewer service infrastructure. Sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing sewage treatment and disposal services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(D) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff conveyance systems and drainage improvements within the Property required by the development of the Property. All inlets, piping within a system, associated swales or other conveyance system shall be designed for a minimum twenty-five (25) year storm event. Individual culvert crossing shall be designed for a minimum twenty-five (25) year storm event. Developer agrees to construct or cause to be constructed permanent water quantity and water quality systems and improvements in accordance with best management practices. The applicable requirements and standards shall be the more stringent of either the requirements and standards contained in the Laws and Land Development Regulations as may be modified pursuant to Section 3.01(F) or the requirements and standards set by the South Carolina Department of Health and Environmental Control (DHEC) or its successor agency. All storm water systems and improvements will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

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

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

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

(K) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

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

Section 4.05. Reserved.

Section 4.05A. Final Plat Approval. Notwithstanding any other provision of this Agreement, PDD-27 or the UDO, Developer agrees that prior to seeking final plat approval: (i) all water and sewer infrastructure for the area that is the subject of the final plat shall be installed by the Developer and subsequently tested, inspected, and found to be in acceptable condition by

the applicable water or sewer provider, and (ii) the appropriate permits from the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, have been obtained by the Developer for storm water management and the Developer shall provide proof that DHEC has issued the appropriate permits.

Section 4.06. Reserved.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

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

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

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

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

Section 5.03. Periodic Review. At least every twelve (12) months, the Chief Zoning Officer for the County or the designee of the Chief Zoning Officer for the County, or the successor to Chief Zoning Officer for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement. (A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Chief Zoning Officer for the County finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Chief Zoning Officer for the County shall serve notice in writing, within a reasonable time after making the finding and determination of a material breach, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, (iii) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. Unless otherwise provided in this Agreement, the rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are

assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

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

(B) The Parties agree that jurisdiction and venue for disputes relating to this Agreement is the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, April 29, 2016, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

_____)

COUNTY OF _____)

PROBATE

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

First Witness Signs Again Here

Seal

SWORN to before me this
____ day of _____, 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

Avondale Development

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

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	November 1, 2015	June 1, 2016
Phased Land Development	July 1, 2016	February 1, 2020
Home Construction Starts	January 1, 2017	November 1, 2022
Year 1 Home Closings – Approx. 85 per year	April 30, 2017	March 31, 2018
Year 2 Home Closings – Approx. 85 per year	April 30, 2018	March 1, 2019
Year 3 Home Closings – Approx. 85 per year	April 30, 2019	March 1, 2020
Year 4 Home Closings – Approx. 85 per year	April 30, 2020	March 1, 2021
Year 5 Home Closings – Approx. 85 per year	April 30, 2021	March 1, 2022

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to seven hundred and thirty (730) residential units, comprising: Up to 365 single-family detached units, up to 165 multi-family townhomes, and up to 200 multi-family senior residences, as further described in the PDD-27, see Sections 7, 8 and 11, and the Master Plan for PDD-27. See also PDD-27, Section 7(g), for alternative for maximum of 65 single-family detached residences in Village B. Commercial development shall be allowed as an accessory use within the senior residences area, Village B, only.

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Exhibit D

Required Information

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

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

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* See Section 4.01C. Developer also agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions. See Section 3.04.*

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

(J) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

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

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

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

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

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

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

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

(R) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(S) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*

(T) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

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

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Exhibit E
Laws and Land Development Regulations

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

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Exhibit F
Master Plan

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ESP Associates, P.A.



**Preliminary
Master Plan
PDD-27**

AGENCY / SUBMITTER REVISION			
NO.	DATE	BY	REVISION
01	6-29-12	GW	Amend project title to include agency between and project acronym
02	7-1-12	GW	Remove development program report 1 of 2
03	8-1-12	GW	Planning Board comments (7-21-12)
04	8-25-12	GW	Revised COO ordinance per staff comments (8-21-12)

[illegible]

124

[illegible]

Not To Scale

Site Data

Tract Parcels:

0005-00-693.05, 0005-00-678.00, 0005-00-065.01,
0005-00-068.00, 0005-00-676.00, 0005-00-077.00,
0005-00-693.04, 0005-00-692.00, 0005-00-691.03,
0005-00-062.00, 0005-00-691.00, 0005-00-675.01,
0005-00-075.05, 0005-00-079.01, is a portion of
0005-00-074.03

Total Acreage: up to 179.35 Acres

Senior Village: up to 21 Acres

Residential Acres: up to 158.95 Acres

Location: Lancaster County, SC

Zoning:

Exclusions: B-1 (General Commercial District)
R-150 (Moderate Density Residential/
Agricultural/Pastureland District)



R.O. Box 7630
Charlotte, NC 78211
NC - 704.524.4949
3175 Lakewood Blvd
Fort Mill, SC 29728
SC - 803.532.2440
www.mrsmc.com

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ESP Associates, P.A.



P.O. Box 471785
Charlotte, NC 28247

Avondale

Features

PROJECT LOCATION	LAKEVIEW COUNTY, MO
------------------	---------------------

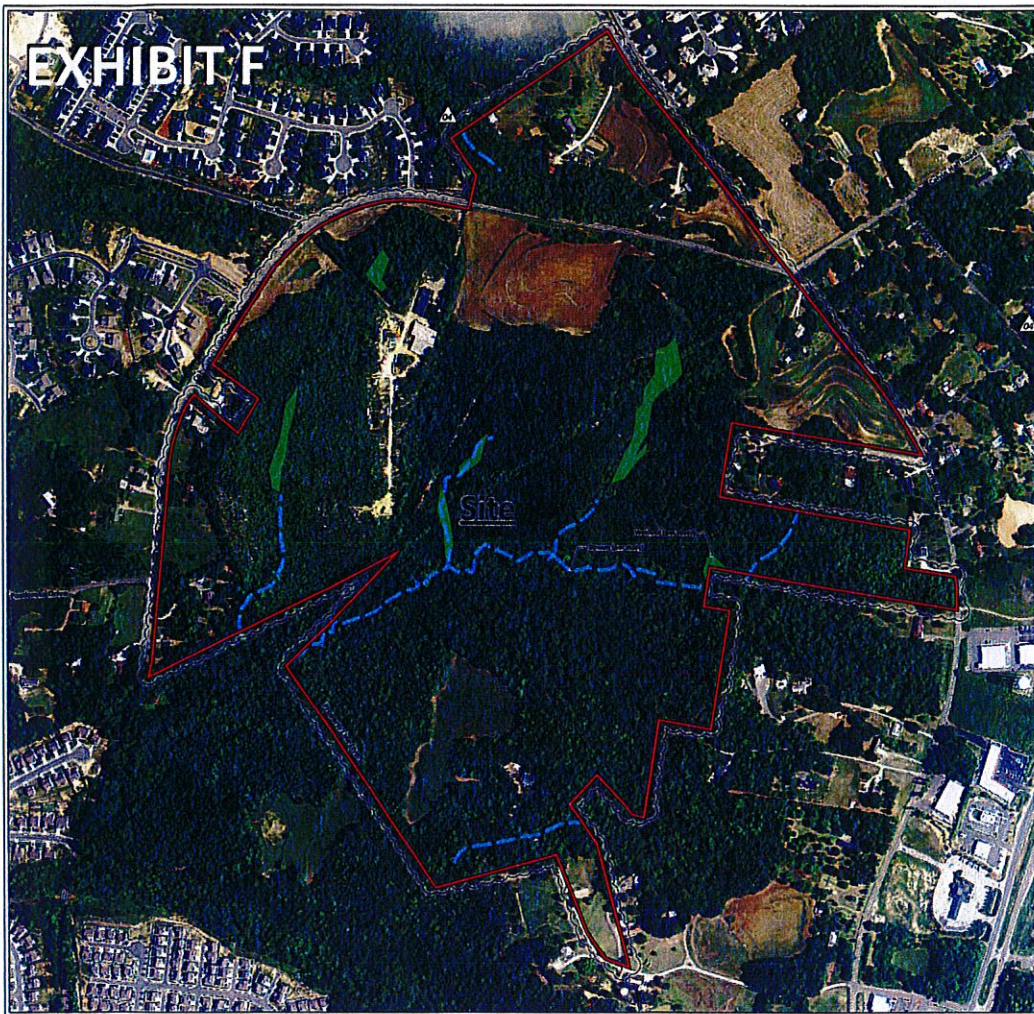


PROSECUTION	2018-100
CRIMINAL NAME	ROBERT ALLEN WATSON
DATE	July 1, 2015
CRIMINAL ID	6-8
CRIMINAL	15821

AGENCY / MAJORITY PERSON			
NO.	DATE	BY	REVISION
01	5-27-11	OW	first panel submission, after initial and review stage
02	7-2-12	OW	Added and revised group name 1 of 4
03	8-1-12	OW	Plenary Board conditions (7-22-12)
04	8-25-12	OW	Final J-20 submission in case of submission (7-22-12)

2 of 3

EXHIBIT F



Site Data

Site Data

Parcel: 0005-00-093.05, 0005-00-078.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-083.00, 0005-00-091.01, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, & a portion of 0005-00-074.03

Total Acreage: up to 179.55 Acres

Senior Village: up to 2.1 Acres

Residential Area: up to 158.35 Acres

Location: Lancaster County, SC

Zoning: B-3 (General Commercial District)

Existing: B-3 (General Commercial District) / Agricultural Production District

Proposed: PDD-27

Avondale Mixed Use District Existing Features Summary

Following is a summary of Existing Features for the proposed Avondale Mixed Use District. The data was collected from a field survey conducted on July 13, 2015, and is subject to change. The data was collected from a field survey conducted on July 13, 2015, and is subject to change. The data was collected from a field survey conducted on July 13, 2015, and is subject to change.

Existing Natural Features:

- 1) Wooded Areas: The project area consists of wooded land areas that are dominated by the loblolly shortleaf pine. Typical vegetation includes loblolly shortleaf pine, slash pine, and longleaf pine. The wooded areas are located throughout the project area and are generally in good health.
- 2) Stream: A stream is located within the project area and flows generally from north to south. The stream is approximately 100 feet wide and is surrounded by a riparian buffer.

- 3) Wetlands: Wetlands are located within the project area and are generally in good health. The wetlands are located along the stream and are surrounded by a riparian buffer.
- 4) Topography: The topography of the project area is generally flat with some minor elevation changes. The highest point is located in the northwestern corner of the project area.

Existing Manmade Features:

- 1) Roads: The project area is bounded by two roads, US-17 and SC-168. US-17 is a two-lane road and SC-168 is a four-lane road. There are no other roads within the project area.
- 2) Utilities: The project area is served by several utilities, including water, sewer, gas, and electric. The utilities are generally located along the roads and are in good condition.
- 3) Structures: There are no structures within the project area.
- 4) Other Features: There are no other features within the project area.

Existing Legal Features:

- 1) Easements: There are no easements within the project area.
- 2) Other Legal Features: There are no other legal features within the project area.



P.O. Box 1009
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Fax: 704.361.1495
www.esp-associates.com

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Avondale

Existing Features Notes & Aerial

PROJECT LOCATION: Lancaster County, SC



PROJECT LOCATION: 0005-00-093.05
PROJECT SCALE: 1/4" = 100' MAP DATE: July 1, 2015
DATE: 07/13/15
DRAWN BY: JLD/2015

DATE	BY	REVISION
07-13-15	JLD	Initial Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey

07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey
07-13-15	JLD	Final Survey

Agenda Item Summary

Ordinance # / Resolution#:	Discussion/ Action Item
Contact Person / Sponsor:	Interim Director Darren Player on behalf of the Riverside FD
Department:	Fire Service
Date Requested to be on Agenda:	Public Safety Committee – September 15, 2015 County Council – September 28, 2015

Issue for Consideration:

Approval for FEMA Grant EMW-2014-FO-00657.

Points to Consider:

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

The grant will purchase new 800 MHz radios; 4 mobile and 10 portable.

The equipment complies with federal standards and meets the guidelines as established by the Lancaster County Fire Commission. These will be operable on the new radio system approved with the Capital Project Sales Tax

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

Funding and Liability Factors:

The funding will reduce liability.

Funding would total \$44,721 with grant funding of \$42,592 and a local match of \$2,129.

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.

Award Package

RIVER SIDE

U.S. Department of Homeland Security
Washington, DC 20472



FEMA

Mr. Stephen Gardner
Riverside Volunteer Fire Department
1875 Riverside Rd
Lancaster, South Carolina 29720-8844

Re: Award No.EMW-2014-FO-00657

Dear Mr. Gardner:

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 \$42,592.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,129.00 of non-Federal funds, or 5 percent of the Federal contribution of \$42,592.00.

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,



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-00657
GRANTEE: Riverside Volunteer Fire Department
DUNS NUMBER: [REDACTED]
AMOUNT: \$44,721.00, 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

14-AUG-15 to 13-AUG-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	\$37,781.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$3,192.00
Indirect Charges	\$0.00
State Taxes	\$3,748.00
Total	\$44,721.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)

The Program Office has made the following reductions to your grant:

The approved cost for Portable radios is \$2400 not \$3121.

The approved cost for Mobile radios is \$3500 not \$5353.

Therefore, they have recommended the award at this level:

Total budget \$44,721

Federal share \$42,592

Applicant share \$2,129

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)

The Program Office has made the following reductions to your grant:

The approved cost for Portable radios is \$2400 not \$3121.

The approved cost for Mobile radios is \$3500 not \$5353.

Therefore, they have recommended the award at this level:


Total budget \$44,721

Federal share \$42,592

Applicant share \$2,129

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

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

1a. AGREEMENT NO. ENW-2014-FO-00657	2. AMENDMENT NO. 0	3. RECIPIENT NO. 	4. TYPE OF ACTION AWARD	5. CONTROL NO. W494333N
6. RECIPIENT NAME AND ADDRESS Riverside Volunteer Fire Department 1875 Riverside Rd Lancaster South Carolina, 29720-8844	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 Stephen Gardner	PHONE NO. 8032867663	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 14-AUG-15	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:14-AUG-15 To:13-AUG-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-XX-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	\$42,592.00	\$42,592.00	\$2,129.00
TOTALS			\$0.00	\$42,592.00	\$42,592.00	\$2,129.00

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

13-AUG-15

Go Back

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Brad Carnes

Department: Assessor

Date Requested to be on Agenda: 09/28/15

Issue for Consideration:

The issue for consideration is the Lancaster County Reassessment Program for 2016.

Points to Consider:

This is an update report on the Reassessment Program's current progress.

I would also like to introduction a proposed Citizen's Reassessment Handbook to County Council.

Funding and Liability Factors:

There are no current funding or liability factors associated with the Reassessment Program; however, it will have an impact on the 2016 / 2017 County Budget.

Council Options:

This is a report on the current status of the Reassessment Program and requires no action on the part of County Council.

Recommendation:

My recommendation is to continue our progress on the Reassessment Program.

Lancaster County Reassessment Program



Citizens' Guide to Reassessment

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Assessor's Office Role

An important role of the Lancaster County Assessor's Office is to establish fair market value for all real property in Lancaster County, which helps to ensure that the property tax burden is shared fairly and equally. To this end, the Assessor's Office is responsible for conducting a countywide reassessment of all real property within its jurisdiction once every five years as prescribed by State law. In performance of its duties, the Assessor's Office has three main goals:

First, to achieve accuracy in property tax assessments. The Assessor's Office appraises all property at 100% of fair market value, which enables property owners to evaluate the accuracy and fairness of their assessments in a straightforward manner. If assessments differed significantly from market values, property owners would have difficulty comprehending and determining the fairness of their assessments.

Second, to achieve equity in the property valuation process. The Assessor's Office sees that all properties are assessed in a similar manner.

Third, to achieve fairness in property tax distribution. To achieve fairness, the Assessor's Office ensures that property owners' share of the total property tax in Beaufort County is the same as their share of the total value of property.

Assessor's Office Key Services

- Appraises and revalues all real property in Lancaster County once every five years and the year following a property sale, non-exempt ownership transfer, or new construction.
- Keeps records for all real property in Beaufort County to include descriptions, ownership, sales, and location data.
- Provides information, education, and assistance to Beaufort County real property owners.
- Provides public computer access to assessment data, which is also available online at the County's website.
- Annually certifies the taxable appraised and assessed valuations to the Beaufort County Auditor.
- Administers and provides information for 4% Primary Resident Special Assessment Ratio, Agricultural Use, Homeowners Association Special Valuation, Developer Multiple Lot Discount, Assessable Transfer of Interest, and Builder Unsold/Unoccupied Single Family Residential tax exemption applications.
- Updates and maintains tax maps.

How is property reassessed? Mass Appraisal Process.

The Assessor's Office maintains a database of the physical characteristics for over 49,000 properties within Lancaster County. The data includes information such as heated square footage, garages, decks, pools, type and quality of construction, land area, water features, and several other attributes. Licensed staff appraisers determine land values for each of the appraisal models based on analysis of vacant and improved property sales. Structural improvements to the land are valued using a market sales modified Marshall & Swift cost service. The valuations produced for each appraisal model are tested for accuracy using actual market sales. After testing, the result of the mass appraisal model for Lancaster County is then measured against statistical standards of the International Association of Assessing Officers. If a model fails the required standards, further review and refinements are necessary before acceptance. Commercial properties may be evaluated on rental income streams, operating expenses, and what kind of investment return can be reasonably expected. Subsequent to the valuation processes and testing, the reappraisal results must be submitted to the South Carolina Department of Revenue for further statistical testing and State approval.

The appraisal method used by the Assessor's Office is mass appraising which is the process of valuing a group of like properties as of a given date, using standard methods (sales, cost, and income approaches), employing common data (square footage, age, number of baths, etc.), and allowing for statistical testing. **The Assessor's Office does not do individual parcel appraisals as a Fee Appraiser would.**

Lancaster County Activity Schedule

April 1, 2016	Reappraisal file to County Administration for budget purposes
June 15, 2016	Finalize Reappraisal file for the SC Department of Revenue approval
July 1, 2016	Assessment Notice production
August 1, 2016	Assessment Notice mailing to property owners

The 2015 Reassessment Program in Lancaster County:

The Reassessment Program Act 208:

Act 208, as passed by the General Assembly in 1975, provides that all real property will be valued at its current market value (the price your property would sell for in the open real estate market). Act 208 also provides for the classification of all real property for assessment purposes and provides that all real property be assessed at one time. The last five general reassessment programs were applied for tax years 1995, 2000, 2005 and 2010. As with the previous programs, the 2016 reassessment is part of a continuing reassessment program designed to equalize property values, redistributing the tax on real property on a more equitable basis.

South Carolina Code of Laws 12-43-217(A):

Notwithstanding any other provision of law, once every fifth year each county or the State shall appraise and equalize those properties under its jurisdiction. Property valuation must be complete at the end of December of the fourth year and the county or State shall notify every taxpayer of any change in value or classification if the change is one thousand dollars or more. In the fifth year, the county or State shall implement the program and assess all property on the newly appraised values

A. WHY IS CURRENT MARKET VALUE SO IMPORTANT?

The market value of property will continue to change. Unfortunately, property values do not all change at the same rate; some increase or decrease at a faster rate due to location, desirability of the neighborhood or property, age and physical condition, etc. The key word in the reassessment program is accuracy. Taxes cannot be levied fairly unless the true value of each property is known. Correct assessments are not possible unless correct appraisals of property are made in light of present value, not what it was worth in past years. This is the most important function of a continuing assessment equalization system.

B. WILL MY TAXES INCREASE BECAUSE OF REASSESSMENT?

Some property will notice a decrease in taxes, some will stay the same and some will pay more taxes. Reassessment is not created to raise taxes; it is intended to distribute the taxes collected more fairly among all property owners. Because there have been five years since the last reassessment – of which most of those values were based on sales from 2009 and 2010 – property values are likely to change. Because of the changes in values during reassessment, state law requires that local government reduce the millage rate (i.e. tax rate or levy) to what is called a "rollback millage."

C. STATE LAW PROVIDES ROLLBACK MILLAGE

Code of Laws of S.C. 12-37-251(E): "In the year of reassessment the millage rate for all real and personal property must not exceed the rollback millage, except that the rollback millage may be increased by the percentage increase in the consumer price index for the year immediately preceding the year of reassessment."

Rollback millage is calculated by dividing the prior year property tax revenue by the adjusted total assessed value applicable in the year the values derived from a county wide equalization and reassessment program are implemented. The amount of assessed value must be adjusted by deducting assessments added for property or improvements not previously taxed for new construction and for renovation of existing structures.

D. APPRAISAL/ASSESSMENT SYSTEM WILL CONTINUE TO BE UPDATED

The countywide reassessment program is scheduled to be updated every five years. The 2015 values will remain as is (no changes) until the next general reappraisal unless:

1. Construction activity has taken place on the property.
2. Property was carried as part of an acreage parcel the prior year and is now a lot.
3. Multiple Lot Ownership Discount: Owners of ten (10) or more lots may apply to the Assessor by May 1.
4. Owners may have requested a review of the prior year's value to be effective for the current year.
5. Changes by the Assessor as required by law (see SC Real Property Reform Act of 2006). To read this act in its entirety, you can refer to 12-37-(3110-3170) of the S.C. Code of Laws

The South Carolina Real Property Valuation Reform Act of 2006

A. The South Carolina Real Property Valuation Reform Act of 2006

- Exempts legal residence from school operating millage.
- Reimburses school districts for the tax revenue exempted.
- Increases state sales tax by 1%.
- Reduces state sales tax on unprepared food to 0% effective 11/1/07.
- Caps county and school millage by CPI and population growth.
- Caps increases in value of all property to 15% during the five year reassessment cycle.
- This act also creates what is called an Assessable Transfer of Interest (ATI). An ATI is defined as a transfer of an existing interest in real property that subjects the real property to appraisal. For purposes of this definition, an existing interest in real property includes life estate interests. [S.C. Code of Laws Section 12-37-3150(A)]. See below for additional information on ATI's.

B. When to Revalue Property Based on ATI

For property tax years beginning after 2006, the market value of real property is its market value applicable for the latter of:

1. The base year as defined in 12-37-3140. For purposes of determining a “base year” market value pursuant to this section, the market value of real property is its appraised value applicable for property tax year 2007.
2. December 31st of the year in which an assessable transfer of interest has occurred.
3. As it may be adjusted as determined in a countywide reassessment program conducted pursuant to Section 12-43-217, but limited to increases in such value provided in 12-37-3140(B).

C. Limits in a Reassessment Year

Section 12-37-3140(B) of the S.C. Code of Laws limits reassessment increases in value to 15% within a five (5) year period. However, under section 12-37-3130(1) additions and improvements are exempt from the 15% cap and will be added at the current market value. Some common additions and improvements are:

1. New construction.
2. Reconstruction.
3. Major additions to the boundaries of the property or a structure on the property.
4. Remodeling.
5. Renovation and rehabilitation including installation.

Additions or improvements do not include minor construction or ongoing maintenance and repair of existing structures. The repair or reconstruction of a structure damaged or destroyed by a disaster, to include, but not limited to construction defects, defective materials, fire, wind, hail, flood and other acts of God, is not an addition or improvement to the extent that the structure as repaired or reconstructed, is similar in size, utility and function of the structure damaged or destroyed and the rebuilding or reconstruction is begun within eight years after determination of the damage or destruction. Construction of facilities in a home that makes the home handicapped accessible is not an addition or improvement if the utility and function of the structure remains unchanged. Reassessment tables should be used to value all new houses built, additions and improvements for the reassessment period. Exception: If new construction is combined with an ATI in the same year, the assessor will use market value as of December 31 of that year.

Will Taxes Increase Due to Reassessment?

- Some property owner's will notice a decrease in taxes, some will stay the same and some will increase. Reassessment was not created to raise taxes. It is intended to distribute the taxes collected more fairly among all property owners.
- Because there has been five years since the last reassessment, of which those values were based on sales from 2003 and 2004, property values are likely to increase.
- Because of increase in values during reassessment, state law requires that local government reduce the millage rate to what is called a “rollback millage”.

How Millage Rates Are Set

- All Taxing Entity's (County, Cities, Special Purpose and School District's) prepare a budget.
- Budgets are approved by County, City Councils and School Boards.
- The assessed (taxable) value of property within a taxing entity is determined. This includes all real, personal property and property assessed by the SC Department of Revenue.
- The Assessor (864-429-1650) and Auditor (864-429-1618) furnish the County, School District and Municipalities with the total assessments each year.
- The budget divided by the taxable value of property equals the millage rate required to be set or levied.
- The millage rates are approved by County, City Council and School Boards based on the funds needed for the budget.

Classification of Real Property

The County Assessor is charged by South Carolina Law (Act 208 of 1975 as amended) with classifying real property for assessment purposes. All property appraised by the Lexington County Assessor has been classified into four categories depending on whether an application has been made for either legal residence and/or agricultural use value. Below, you will find a brief explanation as to the meaning of each of the four classes and the appropriate assessment ratio associated with each class.

1. LEGAL RESIDENCE

Legal Residence refers to the special 4% assessment ratio for owner-occupied homes. This results in a tax savings of more than one-third of the tax bill compared to the 6% ratio if application for the special assessment is not made.

A. Definition of Legal Residence:

For property tax purposes the term "Legal Residence" shall mean the permanent home or dwelling place owned by a person and occupied by the owner thereof. It shall be the place where he intends to remain permanently for an indefinite time even though he may temporarily be living at another location. However, the same shall not include a residence maintained principally for vacation, recreational purposes or rental property.

B. Qualification Requirement for Legal Residence:

To qualify for the special property tax assessment ratio allowed by this item, the owner-occupant must have actually owned and occupied the residence as his legal residence and been domiciled at that address for some period during the applicable tax year and remain in that status at the time of filing the application required by this item. The owner must have title (deed or will) or bond for title recorded in the Register of Deeds Office or have an equity

interest (Contract for Sale); and the property must be occupied by the owner as his legal residence. The property can include not more than five acres contiguous thereto and be owned totally or in part in fee or by life estate, but shall not include any portion which is not owned and occupied for residential purposes. The owner-applicant must make Application attesting, "Under penalty of perjury I certify that: the residence which is subject of this application is my legal residence and where I am domiciled at the time of this application and that I do not claim to be a legal resident of a jurisdiction other than South Carolina for any purpose and that neither I nor any other member of my household is residing in or occupying any other residence which I or any member of my immediate family has qualified for the special assessment ratio allowed by this section." Taxpayers who qualify for legal residence also qualify for additional relief as provided in the Property Tax Reform Act of 2006. This relief is applied to 100% school operating portion of the millage.

C. When to File for Legal Residence:

The owner of the property or the owner's agent must make Application for the 4% assessment ratio before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility. In any year that you change legal residence to another property, a new application must be filed on the new legal residence during the filing period. The owner shall notify the assessor of any change in use within six months of the change. Remember: Failure to file and become qualified means an automatic 6% assessment.

2. AGRICULTURAL USE VALUE

Agricultural Use Value refers to the appraised value assigned to those acreage tracts of land that qualified based on bona fide agricultural use of the property.

A. Requirements for Agricultural Real Property, 12-43-232:

1. If the tract is used to grow timber, the tract must be five acres or more. Tracts of timberland of less than five acres which are contiguous to or are under the same management system as a tract of timberland which meets the minimum acreage requirement are treated as part of the qualifying

tract. Tracts of timberland of less than five acres are eligible to be agricultural real property when they are owned in combination with other tracts of non-timberland agricultural real property that qualify as agricultural real property. For the purposes of this item, tracts of timberland must be devoted actively to growing trees for commercial use.

2. For tracts not used to grow timber as provided in item (1) of this section, the tract must be ten acres or more. Non-timberland tracts of less than ten acres which are contiguous to other such tracts which, when added together, meet the minimum acreage requirements, are treated as a

qualifying tract. For purposes of this item (2) only, contiguous tracts include tracts with identical owners of record separated by a dedicated highway, street/ road or separated by any other public way.

3. Non-timberland tracts not meeting the acreage requirement of item (2) qualify as agricultural real property if the person making the application required pursuant to Section 12-43-220(d)(3) earned at least one thousand dollars (\$1,000.00) of gross farm income for at least three of the five taxable years preceding the year of the application.

The assessor may require the applicant(s) to give written authorization consistent with privacy laws allowing the assessor to verify farm income from the Department of Revenue or the Internal

Revenue Service and (ii) to provide the Agriculture Stabilization and Conservation Service (ASCS) farm identification number of the tract and allow verification with the ASCS Office.

B. Qualification Requirements for Agricultural Use Value:

Agricultural real property which is actually used for such purposes shall be taxed on an assessment equal to:

1. Four percent of its market value for such agricultural purposes for owners or lessees who are individuals or partnerships and certain corporations which do not:

- (i) Have more than ten shareholders.
- (ii) Have as a shareholder a person (other than an estate) who is not an individual.
- (iii) Have a nonresident alien as a shareholder.
- (iv) Have more than one class of stock.

2. Six percent of its market value for such agricultural purposes for owners or lessees who are corporations, except for certain corporations specified in (A) above [South Carolina Code 12-43-220(d) (1)].

C. When to File for Agricultural Use Value:

The owner of the property or the owner's agent must apply for the special valuation based on agricultural use before the first penalty date for the payment of taxes for the tax year for which the owner first claims eligibility. Example: For tax year 2010, file between January 1, 2010 and January 15, 2011. Once an initial application for agricultural use value has been qualified, no further application is necessary while the property continues to meet the eligibility requirements of this item. In any year that the ownership changes a new application must be filed by the new owner during the filing period. The owner shall notify the assessor of any change in use within six months of the change. Remember: Failure to file and become qualified means an automatic 6% assessment.

D. Rollback Taxes:

When real property which is in agricultural use and is being valued, assessed and taxed under the provisions of this article, is applied to another use other than agricultural, it shall be subject to additional taxes, hereinafter referred to as rollback taxes, in the amount equal to the difference, if any, between the taxes payable on the basis of the agricultural use valuation and assessment, and the taxes that would have been paid had the property been taxed at the

market value appraisal and 6% assessment ratio. The rollback can be applied to the property for the current tax year (the year of change in use) and each of the five tax years immediately preceding the year of change in use [South Carolina Code 12-43-220(d) (4)].

3. PROPERTY APPRAISED BY THE SC DEPARTMENT OF REVENUE

Properties involving transportation, utilities, manufacturing and personal property are appraised

by the South Carolina Department of Revenue and are assessed as follows:

- Transportation, railroads, airlines, and pipelines real and personal property are assessed at 9.5%
- Utilities real and personal property are assessed at 10.5%.
- Manufacturing real and personal property are assessed at 10.5%.

Notification of Appraisal/Assessment information on property appraised by the South Carolina Department of Revenue is sent to the property owner directly from the Department of Revenue.

Information on the appraisal notice described in this brochure is for property appraised by Lancaster County only and does not include property appraised by the South Carolina Department of Revenue.

Appeal Process

Taxpayer's Right to Appeal Value SC Code of Law Section 12-60-2510 (3)

“In years when there is a notice of property tax assessment, the property taxpayer, within ninety days after the assessor mails the property tax assessment notice, must give the assessor written notice of objection to one or more of the following: the fair market value, the special use value, the assessment ratio, and the property tax assessment”. In a reassessment year, all property owners (including mobile homes) are mailed a notice of assessment. Property taxpayer’s must object to the value within the 90 day time frame on the Notice of Assessment, not when they receive the 2011 tax notice.

How can a property owner check or challenge the appraisal and/or assessment of his property?

Under the provision of state law, the property owner may reasonably challenge his appraisal/assessment using the following procedure (South Carolina Department of Revenue 12-60-2520 as amended).

1. Within ninety (90) days after dated notice of reassessment, the property owner or his agent must file a written objection with the assessor.
2. After a formal review has been completed, the Assessor will notify the property owner or his agent in writing of his finding. If still in disagreement with the assessment, the owner has thirty (30) days to file a written notice of his/her request to appeal the assessment to the Lancaster County Board of Assessment Appeals.

Only the following persons can make a presentation on behalf of a taxpayer:

- Taxpayer
- A member of taxpayer's immediate family (providing no compensation is made)
- Taxpayers' full-time employee
- Partner of partnership
- Attorney
- Certified Public Accountant (CPA)
- An Internal Revenue Service enrolled agent (refer to the Internal Revenue Service)
- A real estate appraiser who is registered, licensed, or certified by the South Carolina Real Estate Appraiser's Board

In years when there is NO notice of property tax assessment:

- Taxpayer may appeal the taxable value or market value, special use value, the assessment ratio and the property tax assessment of a parcel at any time.
- The appeal must be submitted in writing to the assessor.
- An appeal submitted before the first penalty date applies for the property tax year for which the penalty would apply.
- An appeal submitted on or after the first penalty date applies for the succeeding property tax year.

Appeal Supporting Documents Examples:

Appraisal by South Carolina certified appraiser that must reflect market conditions as of December 31, 2015.

Closing statement or sales contract reflecting an "arms length transaction" on the open market.

Recent comparable sales of similar houses in the same neighborhood or a comparable neighborhood.
Estimates for repairs showing structural issues or conditions that affect the market value of the house.
Photos showing existing structural issues or conditions that a buyer may require a seller to repair prior to closing.
Statement of construction costs or recent bills demonstrating value of new construction or additions.

Tax Bills

September / October – Tax bills prepared by County Auditor
October - Tax bills are mailed by County Treasurer

Tax payment dates for real property are:

Thru January 15 - No penalty
Thru February 1 - 3% penalty
Thru March 16 - 10% additional penalty added
Thru April 30 - 15% additional penalty and costs added

Questions & Answers

What is a reassessment?

An essential condition for equity in property tax systems is uniform assessment, which helps to ensure that tax liabilities and property values are directly related. It does not necessarily mean that values will decrease or even be changed. During a reassessment, the Assessor's Office will review the market values of all properties in the County. Based on changes in the real estate market, the Assessor's Office will then determine which property values need to remain the same, be increased or be decreased. Only real property is appraised during a reassessment. Real property is land and any improvements on it, such as houses and other structures like outbuildings and pools.

How often does a reassessment occur?

Act 145 of 1995 established the quadrennial reassessment statute 12-43-217 of the South Carolina Code of Laws mandating that once every five years each County of the State shall appraise and equalize those properties under its jurisdiction. Reassessments also occur the year following a property sale, non-exempt ownership transfers, and new construction.

What does a reassessment do?

The five-year reassessment cycle in South Carolina is a hold placed on a valuation date (December 31st prior to the year of reassessment implementation). Reassessment changes the valuation date so that all properties, during reassessment implementation, are valued using the same date of value.

Reassessment brings real property market values up to date with the current control valuation date.

Who is responsible for a reassessment?

The Lancaster County Assessor, whose duties include responsibilities as outlined in South Carolina Code of Laws 12-37-90. Per Code, the Assessor is responsible for the operations of the Assessor's Office and shall do the following:

- Maintain a continuous record of recorded deed sales transactions, building permits, tax maps, and other records necessary for a continuing reassessment program;
- Diligently search for and discover all real property not previously returned by the owners or their agents or not listed for taxation by the County Auditor, and list such property for taxation in the name of the owner or person to whom it is taxable;
- When value changes, reappraise and reassess real property so as to reflect its proper valuation in light of changed conditions (does not apply to changes in value over time), except for exempt property and real property required by law to be appraised and assessed by the South Carolina Department of Revenue, and furnish a list of these assessments to the County Auditor;
- Determine assessments and reassessments of real property in a manner that the ratio of assessed value to fair market value is uniform throughout the County;
- Appear as necessary before an appellate board to give testimony and present evidence as to the justification of an appraisal;
- Perform duties relating to the office of tax assessor required by the laws of this State;
- Be the sole person responsible for the valuation of real property, except that required by law to be appraised and assessed by the South Carolina Department of Revenue, and the values set by the Assessor may be altered only by the Assessor or by legally constituted appellate boards, the department, or the courts; and
- Have the right to enter and examine all new nonresidential buildings and structures and those portions of an existing nonresidential building or structure covered by a building permit for renovations or additions.

How is property reassessed?

Countywide reassessment involves the mass appraisal process to determine fair market value. This approach utilizes the analysis of market sales in valuing all property in the County using accepted methods of appraisal that conform to the standards of the Appraisal Foundation and accuracy of the International Association of Assessing Officials and the South Carolina Department of Revenue.

What is millage?

Millage is the rate at which property taxes are levied on property. A mill is 1/1000 of a dollar. Property taxes are computed by multiplying the taxable value of the property by the number of mills levied. This is calculated by the Beaufort County Finance Department.

What is appraised value?

Appraised value is defined as the opinion of a qualified appraiser, based on knowledge, experience, and analysis of a property. A thorough property appraisal generally scrutinizes factors beneficial for the homeowner to understand. These factors include the current market value for the same type home, in the same condition, and in the neighborhood of the homeowner's property. Fluctuations in the real estate market and the demand for housing of that type at that particular moment must be considered.

What is assessed value?

Assessed value is the Assessor's estimate of market value multiplied by the assessment ratio. Taxable value is the lower of the market value or the previous market value plus the 15% cap upward, if applicable.

How does appraised value affect taxes?

Residential property that is the owner's primary residence is assessed at 4% of its taxable value, providing proper application has been made to the Assessor's Office. All other residential and commercial property is assessed at 6%. Industrial property, which is appraised by the SC Department of Revenue, is assessed at 10.5%. To figure taxes on a property, the taxable value is multiplied by the assessment ratio to arrive at the assessed value. The assessed value is then multiplied by the millage rate to arrive at the amount of taxes. Keep in mind that 4% properties are exempt from the school operations millage.

What is market value?

Market value is the most probable price real estate should bring when offered for sale by a person who is willing, but not obligated to sell it, and is bought by a person who is willing to purchase it, but is not forced to do so (as per the market value on December 31 of the tax year preceding the reassessment).

How does the Assessor estimate market value?

The Assessor's Office estimates market value using a mass appraisal process. The mass appraisal process involves the analysis of sales that have taken place in the County and the collection of the physical features of each property in the County. The Assessor's Office also analyzes information on construction costs, rent earnings potential, and many other financial considerations affecting market value, such as the current rate of interest charged for borrowing money to buy or build properties in the County. Using these facts, the Assessor's Office can determine property value using a sales comparison, cost, or income approach. After the analysis of factors, the Assessor's Office appraisal staff makes a determination of the market value of a property.

How to Calculate a Tax Estimate

Step 1: Calculate Base Tax

Appraised Value x Assessment Ratio = Assessed Value

Assessed Value x Millage Rate = Base Tax

Step 2: Calculate LOST Credit

Assessed Value x LOST Millage = LOST Credit

Step 3: Calculate Tax Amount

Base Tax - LOST Credit = Tax Amount

Assessment Ratio is either 4%, 6%, or 10.5% depending on property classification.

Millage Rate

4% = 0.1516

6% = 0.3011

City of Lancaster = 0.1644

Town of Kershaw = 0.075

LOST Millage

County = 0.000639

City of Lancaster = 0.0029

Town of Kershaw = 0.002533

Residents of the City of Lancaster and Town of Kershaw must repeat steps 1 thru 3 to calculate municipality taxes levied as well.

Definitions

Ad Valorem Tax

Ad valorem tax is a property tax based on the assessed value of the property, which is not necessarily equivalent to its market value. Ad valorem tax is used for real estate and real property taxes that are imposed by counties and cities are the most common type of *ad valorem* taxes.

Appraised Value

Also known as “market value”, Appraised Value is the most probable price that the property would sell for in an open market between a willing buyer and seller on the valuation date. The valuation date for the 2016 reassessment is December 31, 2014.

Assessed Value

The dollar value assigned to a property for purposes of measuring applicable taxes. Assessed Value equals an appraisal or fair market value of real or personal property multiplied by the appropriate corresponding ratio. Assessed Value multiplied by the millage rate equals the amount of property tax due. Storm water fees or applicable public utility special assessments are added to this amount.

Arm’s Length Transaction

A transaction in which the buyers and sellers of a product act independently and have no relationship to each other. The concept of an arm’s length transaction is to ensure that both parties in the deal are acting in their own self interest and are not subject to any pressure or duress from the other party.

Assessable Transfer of Interest

An assessable transfer of interest is a transfer of an existing interest in real property that subjects the property to appraisal. The date of the appraisal is December 31st of the year of transfer and represents the fair market value for property tax purposes following December 31st. Examples include conveyance by deed, by land contract, distribution from a trust, or under a will.

Millage

Millage is the amount per \$1,000 that is used to calculate taxes on property, where the expressed millage rate is multiplied by the total assessed value of the property to arrive at the property taxes due. One mill equals 1/1000 of a dollar or 1/10 of a cent. For example, if the tax rate is 256 mills, multiply 0.256 by the assessed value to determine the amount of property tax due.

Mill Levy

A mill levy is the tax rate used by local governments and other jurisdictions to raise revenue to cover annual expenses. The mill levy is calculated by determining how much revenue each taxing jurisdiction needs for the upcoming year, then dividing that projection by the total assessed value of the property within the area.

Real Estate

Property that is attached directly to land, as well as the land itself. Real property includes buildings and other structures, rights and interests, and whatever is beneath the surface of the land, like minerals, natural gas, and oil. Real property can be either rental or residential.

Sales Comparison Approach

Each year the Assessor's Office analyzes all sales of property in the County. State law provides guidelines of sales to be used for assessment purposes. Only good sales, or arm's length transactions, are used in determining estimated market value.



Budget Report to County Council

Month Ending August 31, 2015

Council Meeting September 28, 2015

Prepared by Kimberly Hill, Budget Analyst

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

Contents:

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The monthly financial report reflects the unaudited financial activities of Lancaster County for the month ending August 31, 2015.

Total General Fund Total Budget: \$44,906,126

Total Revenue Received August: \$1,836,431

Major Revenue Sources:

Local Option Rollback	\$384,706
Building Permits	\$340,222
Vehicle Taxes	\$264,419
Road Improvement Fees	\$209,695
Local Option Revenue	\$176,779
Charges-Ambulance	\$102,617
Register of Deeds Fees	\$78,328

Total Expenditures August: \$ 2,740,316

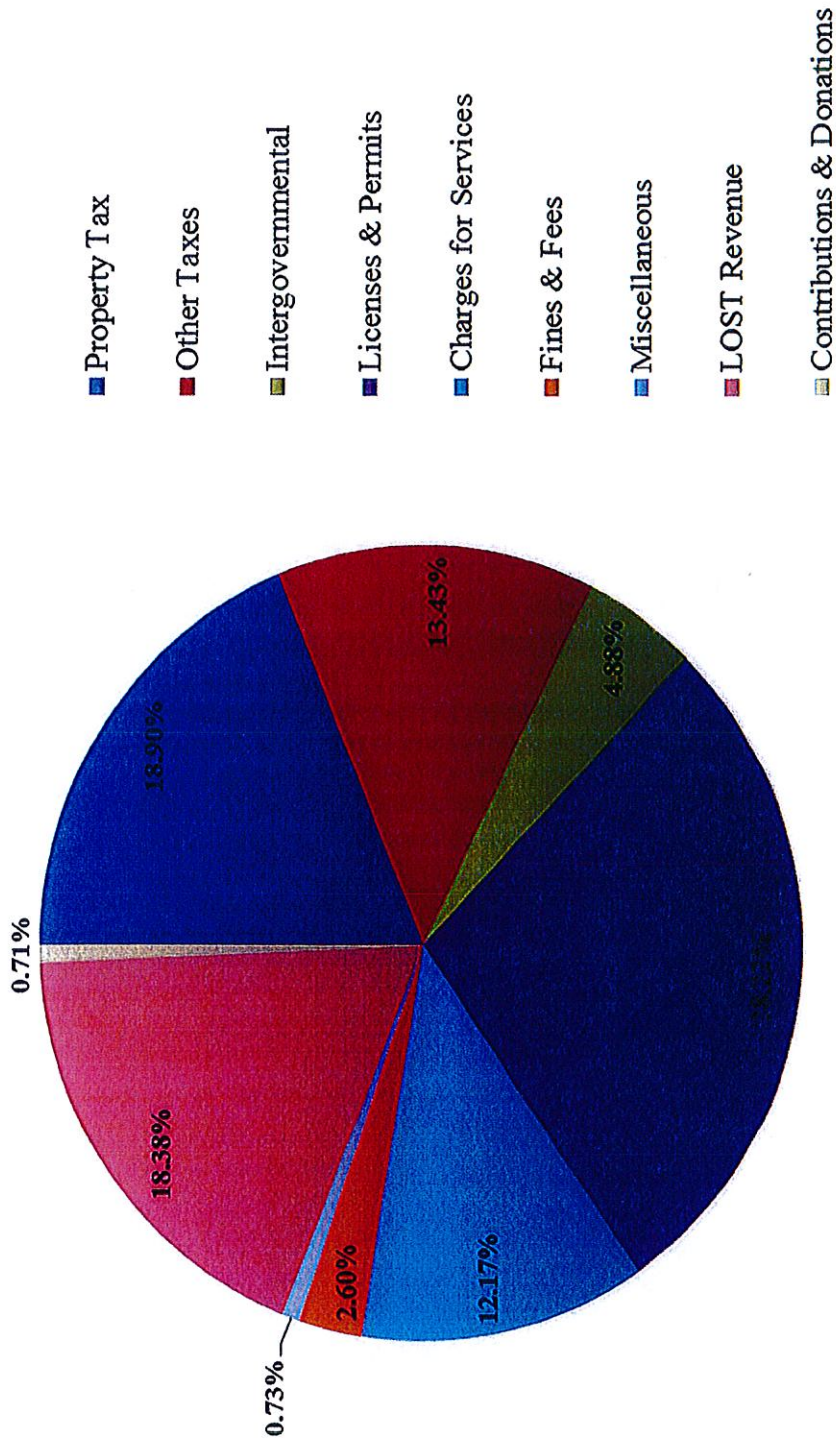
Major Expenditures:

Wages & Salaries	\$ 1,406,552
Fringe Benefits	\$ 552,139
Fleet Maintenance & Gasoline	\$ 140,415
General Utilities	\$ 88,961
Disposal Contract	\$ 78,835
Contractual Services	\$72,682
Telephone	\$57,748

Estimated Unassigned Fund Balance (GF): \$13,701,554 which is about 30.5% of the total GF budget.

Overall the GF expenditure budget reflects an ideal remaining percentage of 85%. Revenue collections are within 7% of estimates which is the typical trend during this time of year.

General Fund YTD Revenue by Source
 (Excludes Other Financing Sources)



The County's total fund balance decreased during the month of August 2015 by **\$903,885** due to expenditures exceeding revenues. Expect this trend to continue until November or December.

	Current Year	Prior Year
Nonspendable	\$1,200,388	\$644,950
Restricted	\$2,037,117	\$2,104,283
Committed	-	-
Assigned	\$1,805,431	\$1,175,977
Unassigned	\$13,701,554	\$12,415,745
Fund Balance End of August	\$18,744,490	\$16,340,955

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.
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:

Kimberly Hill
Budget Analyst
khill@lancastercountysc.net

Lancaster County Summary of All Funds-August 31, 2015

1. GENERAL FUND

CATEGORY	BUDGET	YTD	%
Revenues	43,496,286	3,055,464	7.02%
Expenditures	-43,389,596	-6,730,967	15.51%
Other Financing Source	1,409,840	0	0.00%
Other Financing Use	-1,516,530	-98,088	6.47%
Revenues Over (Under) Expenditures	0	-3,773,591	

2. CAPITAL IMPROVEMENT FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,498,000	36,995	2.47%
Expenditures	-1,498,000	-102,237	6.82%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-65,242	

3. COURT MANDATED SECURITY

CATEGORY	BUDGET	YTD	%
Revenues	1,193,500	28,528	2.39%
Expenditures	-1,198,184	-108,841	9.08%
Other Financing Source	4,684	0	
Revenues Over (Under) Expenditures	0	-80,313	

4. VICTIMS SERVICES FUND

CATEGORY	BUDGET	YTD	%
Revenues	86,605	4,861	5.61%
Expenditures	-86,605	-9,166	10.58%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-4,305	

5. E-911

CATEGORY	BUDGET	YTD	%
Revenues	727,550	17,570	2.41%
Expenditures	-671,459	-141,308	21.04%
Other Financing Use	-56,091	0	
Revenues Over (Under) Expenditures	0	-123,738	

6. COUNTY TRANSPORTATION COMMISSION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,276,200	84	0.01%
Expenditures	-1,450,000	-629,307	43.40%
Other Financing Source	173,800	0	
Revenues Over (Under) Expenditures	0	-629,223	

7. INDIAN LAND FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	495,000	1380.04	0.28%
Expenditures	-522,574	-105,888	20.26%
Other Financing Source	27,574	0	
Revenues Over (Under) Expenditures	0	-104,507	

8. LOCAL ACCOMODATIONS TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	30,000	6,550	21.83%
Expenditures	-30,000	-15,520	51.73%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-8,970	

9. DEBT SERVICE FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,859,931	61,996	3.33%
Expenditures	-1,859,931	-302,099	16.24%
Other Financing Source	0	0	
Revenues Over (Under) Expenditures	0	-240,103	

10. CAPITAL PROJECT SALES TAX FUND

CATEGORY	BUDGET	YTD	%
Revenues	8,500,000	418	0.005%
Expenditures	-15,000	0	0.00%
Other Financing Use	-8,485,000	0	0.00%
Revenues Over (Under) Expenditures	0	418	

11. RECREATION FUND

CATEGORY	BUDGET	YTD	%
Revenues	1,387,503	284,971	20.54%
Expenditures	-2,447,396	-373,061	15.24%
Other Financing Source	1,059,893	0	
Revenues Over (Under) Expenditures	0	-88,090	

12. AIRPORT FUND

CATEGORY	BUDGET*	YTD*	%
Revenues	191,059	35,866	18.77%
Expenditures	-255,345	-46,079	18.05%
Other Financing Source	64,286	0	
Revenues Over (Under) Expenditures	0	-10,213	

13. PLEASANT VALLEY FIRE PROTECTION DISTRICT FUND

CATEGORY	BUDGET	YTD	%
Revenues	417,344	1,391	0.33%
Expenditures	-392,344	-37,943	9.67%
Other Financing Source	0	0	
Other Financing Use	-25,000	0	0.00%
Revenues Over (Under) Expenditures	0	-36,552	

*Amounts do not include grant funding

FY 2015-2016

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
08/01/2015 TO 08/31/2015

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
400 CURRENT PROPERTY TAXES	20,443,906.00	264,509.42	498,286.97	0.00	19,945,619.03	2
410 DELINQUENT PROPERTY TAXES	916,500.00	38,051.47	58,151.84	0.00	858,348.16	6
417 PROPERTY TAXES-STATE REIM	1,601,947.00	20,936.88	20,936.88	0.00	1,581,010.12	1
418 PROPERTY TAXES-LOST REV	5,700,000.00	561,484.48	561,484.48	0.00	5,138,515.52	10
419 MULTI COUNTY PILOT	15,000.00	0.00	0.00	0.00	15,000.00	0
422 OTHER TAXES	2,100,000.00	209,695.00	410,317.50	0.00	1,689,682.50	20
434 INTERGOVERNMENTAL- STATE	3,458,875.00	15,472.72	16,972.72	0.00	3,441,902.28	0
435 STATE AID TO LIBRARY	95,815.00	-281.91	23,671.84	0.00	72,143.16	25
436 INTERGOVERNMENTAL- LOCAL	790,231.00	53,672.26	104,803.84	0.00	685,427.16	13
439 OTHER GOVERNMENT REVENUE	0.00	3,727.47	3,727.47	0.00	-3,727.47	0
441 LICENSE- FRANCHISE	452,000.00	-209.25	-209.25	0.00	452,209.25	0
442 LIC & PERMITS- BLDG	2,968,200.00	359,105.00	647,147.00	0.00	2,321,053.00	22
444 LIC & PERMITS- PLANNING	24,100.00	1,895.00	3,620.00	0.00	20,480.00	15
446 LIC & PERMITS- ROD	900,000.00	104,255.19	211,338.15	0.00	688,661.85	23
448 LIC & PERMITS- CORONER	2,000.00	110.00	220.00	0.00	1,780.00	11
450 CHGS. FOR SVCS.- PUBLIC W	111,400.00	1,289.51	1,691.01	0.00	109,708.99	2
453 CHGS. FOR SVCS.- FEES	272,500.00	18,670.16	29,641.16	0.00	242,858.84	11
456 CHGS. FOR SVCS.- COPIES	14,650.00	2,010.75	2,999.75	0.00	11,650.25	20
457 CHGS. FOR SVCS.- OTHER	28,200.00	2,612.50	4,236.60	0.00	23,963.40	15
458 CHGS. FOR SVCS.- EMS	2,450,000.00	102,616.51	332,272.31	0.00	2,117,727.69	14
459 CHGS. FOR SVCS.- MISC	26,000.00	510.30	860.30	0.00	25,139.70	3
460 FINES & FEES-TEMP VEH TAG	3,000.00	200.00	390.00	0.00	2,610.00	13
461 FINES & FEES- COURTS	817,500.00	58,722.24	58,722.24	0.00	758,777.76	7
464 FINES & FEES- OTHER	10,000.00	700.00	1,200.00	0.00	8,800.00	12
465 FINES & FEES- OTHER	0.00	50.01	56.83	0.00	-56.83	0
466 FINES & FEES- OTHER	15,000.00	870.00	1,795.00	0.00	13,205.00	12
467 FINES & FEES- OTHER	20,000.00	1,950.00	4,250.00	0.00	15,750.00	21
468 FEES- BANK	68,250.00	7,037.26	13,006.90	0.00	55,243.10	19
470 CONTRIBUTION & DONATIONS	18,000.00	200.00	18,902.34	0.00	-902.34	105
471 DONATIONS REVENUE LIBRARY	28,000.00	137.84	2,759.24	0.00	25,240.76	10
480 INTEREST INCOME	25,500.00	0.00	7,347.16	0.00	18,152.84	29
490 OTHER INCOME	92,212.00	3,705.50	9,895.10	0.00	82,316.90	11
491 OTHER INCOME	26,000.00	2,698.39	4,909.98	0.00	21,090.02	19
495 OTHER INCOME	1,500.00	26.40	58.40	0.00	1,441.60	4
TOTAL REVENUE	43,496,286.00	1,836,431.10	3,055,463.76	0	40,440,822.24	7.02%

FY 2015-2016

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
08/01/2015 TO 08/31/2015

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
500 WAGES	19,604,761.00	1,406,552.28	2,651,941.03	0.00	16,952,819.97	14
510 FRINGE	7,766,980.00	552,139.43	1,255,495.44	0.00	6,511,484.56	16
520 OTHER PERSONNEL EXPENDITURE	327,500.00	31,057.36	43,466.99	1,868.06	282,164.95	14
530 TRAVEL, TRAINING, & DUES	394,536.00	24,604.27	51,815.41	11,950.00	330,770.59	16
540 SUPPLIES	410,018.00	36,942.07	45,135.58	3,396.10	361,486.32	12
541 POSTAGE	459,898.00	32,854.93	36,564.39	0.00	423,333.61	8
542 CLOTHING	201,536.00	3,554.42	16,621.86	0.00	184,914.14	8
543 SUPPLIES-LAUNDRY	220,000.00	15,330.90	30,049.66	0.00	189,950.34	14
544 SUPPLIES-PUBLIC WORKS	522,000.00	22,942.41	43,347.78	0.00	478,652.22	8
545 SUPPLIES-CUSTODIAL	20,000.00	111.89	731.41	0.00	19,268.59	4
547 SUPPLIES-ANIMAL FOOD	3,000.00	245.90	245.90	0.00	2,754.10	8
548 SUPPLIES-HAND TOOLS	20,000.00	3,222.45	3,222.45	0.00	16,777.55	16
549 SUPPLIES- WELCOME CENTER	4,000.00	193.67	193.67	0.00	3,806.33	5
550 EQUIPMENT- NON CAPITAL	105,000.00	1,722.08	4,642.28	0.00	100,357.72	4
551 EQUIPMENT- GENERAL	532,527.00	9,131.38	12,980.59	27,781.80	491,764.61	8
560 CAPITAL EQUIPMENT	555,775.00	0.00	0.00	0.00	555,775.00	0
570 UTILITIES	1,027,640.00	88,961.48	171,406.38	2,508.57	853,725.05	17
571 UTILITIES- TELEPHONE	521,290.00	57,747.59	59,249.09	0.00	462,040.91	11
580 RENT	7,500.00	1,020.00	3,570.00	0.00	3,930.00	48
581 RENT- BUILDING	78,766.00	6,325.00	15,075.00	0.00	63,691.00	19
582 RENT- EQUIPMENT	5,000.00	0.00	0.00	0.00	5,000.00	0
590 MAINTENANCE	1,743,100.00	140,415.30	184,219.46	11,940.22	1,546,940.32	11
591 MAINTENANCE- GENERAL	66,500.00	2,515.27	2,791.47	15,362.95	48,345.58	27
593 MAINTENANCE-SVC AGREEMENT	626,500.00	16,927.44	106,360.45	53,115.60	467,023.95	25
594 MAINTENANCE- BLDG	172,000.00	8,457.45	22,051.78	80,666.67	69,281.55	60
600 CONTRACTUAL SERVICES	1,965,534.00	72,681.93	104,774.62	119,084.15	1,741,675.23	11
604 PS-MEDICAL & PROFESSIONAL	662,151.00	30,319.52	32,309.52	0.00	629,841.48	5
605 CS- PRINTING	366,080.00	3,659.99	92,580.28	6,534.10	266,965.62	27
608 SC DEPT OF CORRECTIONS	25,000.00	1,770.00	1,770.00	0.00	23,230.00	7
612 CS-DISPOSAL CONTRACT	1,300,000.00	78,834.63	116,923.20	107,038.09	1,076,038.71	17
613 DEMOLITION EXPENSE	50,000.00	7,188.00	7,943.00	0.00	42,057.00	16
620 DIRECT ASSISTANCE	13,041.00	0.00	0.00	0.00	13,041.00	0
625 DIRECT ASSISTANCE	977,033.00	6,853.87	166,292.62	0.00	810,740.38	17
650 INSURANCE	874,059.00	0.00	840,753.64	0.00	33,305.36	96
670 ADVERTISING	82,700.00	3,360.54	3,460.54	0.00	79,239.46	4
680 FEE REIMBURSEMENT	600.00	0.00	0.00	0.00	600.00	0
690 SPECIAL PROJECTS	480,381.00	4,663.85	17,072.26	10,223.92	453,084.82	6

FY 2015-2016

COUNTY OF LANCASTER
REVENUE & EXPENDITURE STATEMENT
08/01/2015 TO 08/31/2015

	BUDGETED	CURRENT PERIOD	YEAR-TO-DATE	ENCUMBRANCES	REMAINING BALANCE	PCT USED
691 SP- PROMOTIONS	56,000.00	0.00	2,000.00	0.00	54,000.00	4
750 EQUIPMENT LEASE	142,000.00	10,516.69	13,641.92	0.00	128,358.08	10
760 GRANTS MATCH	338,000.00	0.00	0.00	0.00	338,000.00	0
771 DS- LEASE PURCHASE	437,732.00	50,000.00	89,925.75	0.00	347,806.25	21
780 MISCELLANEOUS	50,000.00	2,985.00	4,905.00	0.00	45,095.00	10
781 MISCELLANEOUS	169,888.00	1,921.92	5,238.84	13,000.00	151,649.16	11
782 OVER/SHORT	570.00	-146.49	-156.99	0.00	726.99	-28
783 DRUG FORFEITURE	-	336.89	336.89	0.00	-336.89	0
786 DONATIONS	3,000.00	2,394.81	2,394.81	3,152.60	-2,547.41	185
TOTAL EXPENDITURE	43,389,596.00	2,740,316.12	6,263,343.97	467,622.83	36,658,629.20	15.51%
DEFICIENCY OF REVENUE BEFORE TRANSFERS	106,690.00	-903,885.02	-3,207,880.21	-467,622.83		
OTHER FINANCING SOURCE:						
801 TRANSFER IN	25,000.00	0.00	0.00	0.00	25,000.00	0
810 OFS FUND BALANCE	1,384,840.00	0.00	0.00	0.00	1,384,840.00	0
TOTAL OTHER FINANCING SOURCE:	1,409,840.00	0	0	0	1,409,840.00	0
OTHER FINANCING USE:						
950 TRANSFERS	1,516,530.00	0.00	98,087.75	0.00	1,418,442.25	6
TOTAL OTHER FINANCING USE:	1,516,530.00	0.00	98,087.75	0.00	1,418,442.25	6%
DEFICIENCY OF REVENUE AFTER TRANSFERS	0.00	-903,885.02	-3,305,967.96	-467,622.83		

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FY 2015-2016

**COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT**

CURRENT PERIOD: 08/01/2015 TO 08/31/2015

IDEAL REMAINING PERCENT: 83 %

<u>ACCOUNT</u>	<u>BUDGETED EXPENDITURE</u>	<u>CURRENT EXPENDITURE</u>	<u>YEAR TO DATE EXPENDITURE</u>	<u>ENCUMBRANCE</u>	<u>REMAINING BALANCE</u>	<u>PCI</u>
005 NON-DEPARTMENTAL	1,384,909.00	26,244.20	879,429.83	0.00	505,479.17	36
011 COUNTY COUNCIL	1,199,349.00	67,287.17	83,701.62	0.00	1,115,647.38	93
012 COUNCIL TRANSFERS	1,124,179.00	0.00	0.00	0.00	1,124,179.00	100
014 DIRECT ASSISTANCE	844,124.00	6,853.87	129,804.62	0.00	714,319.38	85
021 ADMINISTRATOR	517,082.00	26,452.14	54,195.08	977.73	461,909.19	89
022 LEGAL TEAM	290,518.00	9,915.96	19,451.97	0.00	271,066.03	93
023 FINANCE	645,007.88	46,463.02	90,167.32	0.00	554,840.56	86
024 HUMAN RESOURCES	207,030.10	12,853.40	30,965.63	0.00	176,064.47	85
025 RISK MANAGEMENT	98,921.00	6,222.48	11,939.54	0.00	86,981.46	88
026 MIS	909,511.00	53,497.96	159,227.65	41,216.88	709,066.47	78
027 GIS	141,354.00	8,905.69	19,364.10	7,790.00	114,199.90	81
029 ZONING	382,866.00	26,972.24	44,637.74	0.00	338,228.26	88
031 BUILDING	948,920.00	57,438.23	111,590.83	0.00	837,329.17	88
032 PLANNING	550,636.20	31,212.28	62,630.13	16,850.39	471,155.68	86
035 ECONOMIC DEVELOPMENT	392,351.00	0.00	98,087.75	0.00	294,263.25	75
041 ASSESSOR	876,607.00	52,892.98	123,121.95	0.00	753,485.05	86
043 AUDITOR	379,711.68	28,701.65	60,755.79	0.00	318,955.89	84
044 TREASURER	378,158.00	22,411.20	47,045.66	0.00	331,112.34	88
045 DELINQUENT TAX	316,500.00	14,855.22	29,333.71	0.00	287,166.29	91
051 REGISTRATION & ELECT	312,716.00	36,777.32	46,703.40	0.00	266,012.60	85
060 REGISTER OF DEEDS	328,793.50	23,523.85	42,280.95	0.00	286,512.55	87
061 CIRCUIT COURT	82,607.00	3,730.66	5,888.14	0.00	76,718.86	93
063 CLERK OF COURT	469,479.99	31,427.09	59,953.05	0.00	409,526.94	87
064 FAMILY COURT	359,188.53	29,298.89	59,580.81	0.00	299,607.72	83
068 CORONER	417,684.72	34,416.34	57,913.93	0.00	359,770.79	86
069 PROBATE COURT	444,715.64	27,126.02	52,077.04	0.00	392,638.60	88
070 MAG-COUNTYWIDE	852,346.00	64,917.88	126,521.77	0.00	725,824.23	85
110 SHERIFF	7,779,872.32	516,217.15	1,024,808.38	7,403.60	6,747,660.34	87
111 SHER:DRUG ASSET FORF	0.00	336.89	336.89	0.00	-336.89	0
117 SHERIFF DPT- TOWN OF KERS	493,760.65	30,161.67	64,803.63	0.00	428,957.02	87
120 DETENTION CENTER	2,030,899.00	152,200.27	271,158.24	15,462.50	1,744,278.26	86
121 SCHOOL RESOURCE OFFICERS	113,152.00	8,529.23	13,836.86	0.00	99,315.14	88
130 COMMUNICATIONS	1,591,379.00	108,608.05	237,655.65	10,223.92	1,343,499.43	84

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FY 2015-2016

COUNTY OF LANCASTER
BUDGET REPORT BY DEPARTMENT

CURRENT PERIOD: 08/01/2015 TO 08/31/2015

IDEAL REMAINING PERCENT: 83 %

ACCOUNT	BUDGETED EXPENDITURE	CURRENT EXPENDITURE	YEAR TO DATE EXPENDITURE	ENCUMBRANCE	REMAINING BALANCE	PCT
140 EMERGENCY MANAGEMENT	363,258.00	23,007.43	43,193.00	5,488.00	314,577.00	87
141 FIRE SERVICE	1,272,325.00	31,186.47	92,122.99	53,082.82	1,127,119.19	89
142 Town of KERSHAW- FIRE	140,996.00	11,202.72	20,797.55	0.00	120,198.45	85
144 LANC. COUNTY FIREFIGHTERS	987,692.00	64,953.24	126,531.08	0.00	861,160.92	87
153 LANCASTER EMS	5,995,931.00	461,791.20	891,754.21	34,970.63	5,069,206.16	85
202 ROADS & BRIDGES	2,483,581.00	144,905.03	267,435.25	0.00	2,216,145.75	89
210 FLEET OPERATIONS	542,564.00	39,142.13	73,113.36	24,033.60	445,417.04	82
251 BUILDING MAINTENANCE	1,473,895.00	104,997.49	200,390.62	95,449.92	1,178,054.46	80
310 LANDFILL-SOLID WASTE	56,852.46	2,761.32	3,262.53	4,000.00	49,589.93	87
312 SOLID WASTE COLLECT	2,879,759.00	161,006.97	259,658.09	150,672.84	2,469,428.07	86
318 ANIMAL SHELTER	156,218.92	15,849.46	25,383.95	0.00	130,834.97	84
330 HEALTH SERVICES	82,600.00	9,126.85	14,814.55	0.00	67,785.45	82
601 DEPT. OF SOCIAL SERVICES	64,210.00	5,433.64	7,924.08	0.00	56,285.92	88
602 D.S.S. FAMILY INDEP	58,330.00	4,993.84	9,560.88	0.00	48,769.12	84
610 VETERANS AFFAIRS	161,561.41	13,341.22	24,106.74	0.00	137,454.67	85
840 LIBRARY	1,159,867.00	80,166.11	142,487.43	0.00	1,017,379.57	88
999 LEASE	162,156.00	0.00	39,925.75	0.00	122,230.25	75
	44,906,126.00	2,740,316.12	6,361,431.72	467,622.83	38,077,071.45	85

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Brian Carnes

Department: Council

Date Requested to be on Agenda: September 28, 2015

Committee: n/a

Issue for Consideration:

Appointment to the Library Board for the unexpired term ending June 30, 2017 representing District 7.

Points to Consider:

Mr. Andrew Tucker resigned from the Library Board representing District 7. Jane Tanner has submitted an application for appointment to serve the unexpired term ending June 30, 2017.

Funding and Liability Factors:

n/a

Council Options:

Approve the nomination to the board. Appoint another candidate.

Recommendation:

Approve the nomination.

Saturday, October 31

Nature & Art Day

at stevens park

10am-4pm

Join us for: kids' craft activities, story-telling, nature education, music & drama on stage at the Outdoor Classroom, a scavenger hunt and nature and fitness activities along the nature trail.

Food and snack items available for purchase
Stations will be scattered throughout the park so come check things out!

Free admission!

**Stevens Park is located at
200 Close Circle, Kershaw, SC**

Sponsored by:



Kershaw Community Park Council

**Special Guest:
Rudy Mancke,
naturalist and host
of ETV's Nature
Scene.**



September 16, 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, 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, Jewelry TV (SD & HD), TV One (SD & HD), NHL Network (SD & HD), NHL Center Ice (SD & HD).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after October 20th, Jewish Life TV will be added to Variety Pass / Preferred TV channel 469.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: Jewish Life TV.

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, appearing to read "Ben Breazeale".

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina



September 10, 2015

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

Mr. Steve Willis
County Administrator, County of Lancaster
101 N. Main Street
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: WGGs, Azteca America, Youtoo, RFD HD, ReelzChannel (SD & HD), Gol TV (SD & HD), Pivot, Pivot On Demand, 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, Jewelry TV (SD & HD), TV One (SD & HD), NHL Network (SD & HD), NHL Center Ice (SD & HD).

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned: On or after October 20th, Jewish Life TV will be added to Variety Pass / Preferred TV channel 469.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: Jewish Life TV.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael E. Tanck".

Michael E. Tanck
Director, Government Relations

request to modify the plans approved by the August 30, 2011 order to account for the fewer facilities constructed.

5. Extending the due date for documentation required by ordering paragraph (D) would ensure the licensee has sufficient time to inspect completed facilities, identify and evaluate changes from approved plans, and modify information (*e.g.*, drawings), as needed, for its filing with the Commission. Therefore, the licensee's request to extend the filing date for the documentation required by ordering paragraph (D), to November 30, 2015, is reasonable and should be granted.

The Director orders:

(A) The deadline for Duke Energy Carolinas, LLC to file documentation required by ordering paragraph (D) of the Commission staff's August 30, 2011 order modifying and approving the lease of project lands and waters to Craft Development, LLC for the construction and operation of one public marina and four residential marinas at the Catawba-Waterlee Project (FERC No. 2232) is extended until November 30, 2015.

(B) This order constitutes final agency action. Any party may file a request for rehearing of this order within 30 days from the date of its issuance, as provided in section 313(a) of the Federal Power Act, 16 U.S.C. § 825f (2012), and the Commission's regulations at 18 CFR § 385.713 (2015). The filing of a request for rehearing does not operate as a stay of the effective date of this order, or of any other date specified in this order. The licensee's failure to file a request for rehearing shall constitute acceptance of this order.

Robert J. Fletcher
Chief, Land Resources Branch
Division of Hydropower
Administration and Compliance

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Duke Energy Carolinas, LLC

Project No. 2232-589

ORDER GRANTING EXTENSION OF TIME

(Issued September 8, 2015)

1. On August 27, 2015, Duke Energy Carolinas, LLC, licensee for the Catawba-Waterlee Project (FERC No. 2232), requested an extension of time to file documentation required by the Commission staff's August 30, 2011 order modifying and approving the lease of 9.51 acres of project lands and waters to Craft Development, LLC (lessee) for the construction and operation of one public marina and four residential marinas.¹ The lease area is located on Fishing Creek Lake, a project impoundment on the Catawba River, in Lancaster County, South Carolina.

2. Ordering paragraph (D) of the August 30, 2011 order requires the licensee to file, by August 30, 2015, documentation that indicates it inspected the approved facilities, that all works were properly permitted, and that facilities were constructed as approved. If facilities are partially completed or construction has yet to begin, the licensee must include in its filing, for Commission approval, a schedule for completing construction and a description of the key factors considered in developing the schedule.

3. On August 27, 2015, the licensee filed a request for an extension of time to file the documentation required by ordering paragraph (D). The licensee's request states that construction of facilities has ceased, that partially completed facilities represent only part of the approved proposal, and that additional inspection is required to accurately document the facilities that have been completed. The licensee requests that the deadline for filing documentation be changed to November 30, 2015.

4. In a telephone conversation with Commission staff on September 4, 2015, the licensee clarified that construction ceased due to a decision by the lessee to build only a portion of the approved facilities, meaning less was built than approved. Because the completed facilities differ from the approved plans, the licensee needs additional time to properly document as-built conditions. The licensee indicated that it also intends to file a

¹ 136 FERC ¶ 62,176 (2011).

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, September 28th	6:30 p.m.	Regular Council Meeting
Friday, October 2 nd	8:00 a.m.	Chamber State of Education Breakfast USCL Bradley Arts Building
Friday, October 2 nd	4 – 7:30 p.m.	Strategic Planning Session County Council Chambers
Saturday, October 3 rd	8:30 a.m. until 3:00 p.m.	Strategic Planning Session County Council Chamber
Friday, October 9 th	7:30 p.m.	USCL – Bradley Arts Presents: The Time Jumpers
Monday, October 12 th	6:30 p.m.	Regular Council Meeting
Tuesday, October 13 th	8:00 a.m.	Public Safety Committee / Conference Room
Tuesday, October 13 th	3:00 p.m.	I&R Committee / Chambers
Thursday, October 15 th	4:30 p.m.	Administration Committee / Chambers
Thursday, October 22 nd	8 am – until noon	Worksite Screening – Council Chambers
Monday, October 26 th	6:30 p.m.	Regular Council Meeting

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