

Lancaster County Council Regular Meeting Agenda

Monday, January 11, 2016

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 Jack Estridge**
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. **Special Presentations**
 - a. Thumbs Up Awards – presented by Chairman Bob Bundy
7. **Consent Agenda**
 - a. **2nd Reading of Ordinance 2015-1382 regarding the Personnel Policy and Residency requirements for staff positions of County Administrator, County Attorney and Director of Economic Development**

Ordinance Title: An Ordinance to amend Article IV, Section 2-133 of the Lancaster County Code of Ordinances so as to require that all future amendments to the Lancaster County Personnel Policy be accomplished through Council’s passage of an ordinance rather than by resolution; further, to amend Article IV of the Lancaster County Code of Ordinances so as to add thereto Section 2-132.1 wherein shall be set forth certain Lancaster County Residency requirements for the staff positions of County Administrator, County Attorney and Director of Economic Development. *Passed 7-0 at the December 14, 2015 Council Meeting. John Weaver – pgs. 5-6*
 - b. **2nd Reading of Ordinance 2015-1384 rezoning of property of Christine Adams**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone +/- 1 acre of property owned by Christine Adams, located at 2670 Flat Creek Road in Lancaster County, from R-30, Low Density Residential/Agricultural District to R30S, Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto. *Passed 7-0 at the December 14, 2015 Council Meeting. Penelope Karagounis – pgs. 7-8*

8. Non-Consent Agenda

a. Resolution 0906-R2015 regarding Brookchase General Obligation Bond

Resolution Title: A Resolution to authorize the issuance and sale of a not to exceed \$700,500 General Obligation Bond Anticipation Note, of Lancaster County, South Carolina, Series 2016, or such other appropriate series designation (Brookchase Special Tax District); to provide for payment of the note and the disposition of the proceeds thereof; and other matters relating thereto. *(Favorable – Administration Committee) John Weaver – pgs. 9-15*

b. Resolution 0907-R2016 regarding Worthless Check Unit

Resolution Title: A Resolution consenting to the request of the Sixth Circuit Solicitor to initiate a worthless check unit pursuant to South Carolina Code of Laws Section 17-22-710. *(Favorable - Public Safety Committee) Solicitor Randy Newman – pgs. 16-18*

c. Public Hearing and 3rd Reading of Ordinance 2015-1381 Amendment to the Multi-County Park with Chesterfield County to add five parcels - Lineberger.

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, so as to add to the agreement property located in Lancaster County (five parcels – Lineberger); and to provide for other matters related thereto. *Passed 7-0 at the December 14, 2015 Council Meeting. John Weaver – pgs. 19-22*

d. 2nd Reading of Ordinance 2015-1386 rezoning of Avondale Development

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Floyd Kenty & Eleese M. Moore, Dean Ross and Janel S. Withers, The Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely located at between Calvin Hall Road and Harrisburg Road from R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial district to Planned Development (PDD-27) District; and to provide for other matters related thereto. *Planning Commission recommended by a vote of 4-2. Passed 7-0 at the December 14, 2015 Council Meeting. John Weaver – pgs. 23-24*

e. 2nd Reading of Ordinance 2015-1369 Avondale PDD amendment needed

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. *Passed 6-1 at the December 14, 2015 Council Meeting. Bob Bundy opposed. John Weaver and Penelope Karagounis – pgs. 25-53*

f. **2nd Reading of Ordinance 2015-1370 Avondale Development Agreement amendment needed**

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale Development; to authorize certain county officials to execute and deliver the Development Agreement; and to provide for other matters related thereto. *Passed 7-0 at the December 14, 2015 Council Meeting. John Weaver – pgs. 54-89*

g. **2nd Reading of Ordinance 2015-1383 a budget amendment regarding the purchase of fire trucks 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 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. *Passed 7-0 at the December 14, 2015 Council Meeting. Steve Willis – pgs. 90-92*

h. **2nd Reading of Ordinance 2015-1385, budget amendment for the first Capital Project Sales Tax amendment needed**

Ordinance Title: An Ordinance to amend Ordinance 2015-1385, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and expenditures during the fiscal year and to provide for matters related thereto. *Passed 7-0 at the December 14, 2015 Council Meeting. Veronica Thompson – pgs. 93-98*

i. **1st Reading of Ordinance 2016-1387 regarding the issuance of a General Obligation Bond in the amount not to exceed \$11,000,000 for the purchase of fire trucks and a Fleet Operations building**

Ordinance Title: An Ordinance authorizing the issuance and sale of General Obligation Bonds, Series or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$11,000,000; fixing the form and details of the bonds; authorizing the County Administrator or his lawfully authorized designee to determine certain matters relating to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto. *(Favorable – Administration Committee) John Weaver – pgs. 99-122*

j. **1st Reading of Ordinance 2016-1388 rezoning of property of Lina Hovey**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone 29,040 square feet of property from R-30, Low Density Residential/Agricultural District to R-30D, Low Density Residential/Manufactured Housing/Agricultural District as indicated on the attached plat. This property is owned by Lina Hovey located at 1628 John Truesdale Road; and to provide other matters related thereto. *Planning Commission recommended approval by a vote of 6-0. Penelope Karagounis – pgs. 123-128*

k. Minutes of the following meetings :

- November 9, 2015 (Clerk to Council's note) – *pgs. 129-130*
- November 23, 2015 Regular Meeting – *pgs. 131-138*
- December 14, 2015 Workshop and Regular Meeting – *pgs. 139-152*

9. Discussion and Action Items

- a. Sun City Carolina Lakes Townhouse/Condo buildout question. *John Weaver – pgs. 153-156*
- b. County Engineer. (Favorable – I&R Committee) *Councilman Larry Honeycutt – pgs. 157-161*
- c. Sunday alcohol sales. *Chairman Bob Bundy – pgs.162*
- d. Patrol rifles for Sheriff's Office. *Sheriff Faile – pgs.163-164*
- e. Reallocation of contractual services in Information Technology Department. (Favorable – Administration Committee) *Devin Allman and Steve Willis – pgs. 165*
- f. Fire Commission appointment of Mr. Christopher Kimble to represent Indian Land Fire District. *Debbie Hardin – pgs. 166*

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

n/a

11. Miscellaneous Reports and Correspondence – *pgs. 167-183*

- a. SCDOT Update on projects in Catawba Council of Governments program
- b. Time Warner Cable
- c. Capital Project Sales Tax road activity update.

12. Calendar of Events – *pg. 184*

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

14. Executive Session

Economic Development Matters – SC Code §30-4-70(5) regarding Project 2015-2

15. 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

STATE OF SOUTH CAROLINA

ORDINANCE NO.: 2015-1382

COUNTY OF LANCASTER

AN ORDINANCE

TO AMEND ARTICLE IV, SECTION 2-133 OF THE LANCASTER COUNTY CODE OF ORDINANCES SO AS TO REQUIRE THAT ALL FUTURE AMENDMENTS TO THE LANCASTER COUNTY PERSONNEL POLICY BE ACCOMPLISHED THROUGH COUNCIL'S PASSAGE OF AN ORDINANCE RATHER THAN BY RESOLUTION; FURTHER, TO AMEND ARTICLE IV OF THE LANCASTER COUNTY CODE OF ORDINANCES SO AS TO ADD THERETO SECTION 2-132.1 WHEREIN SHALL BE SET FORTH CERTAIN LANCASTER COUNTY RESIDENCY REQUIREMENTS FOR THE STAFF POSITIONS OF COUNTY ADMINISTRATOR, COUNTY ATTORNEY AND DIRECTOR OF ECONOMIC DEVELOPEMNT.

WHEREAS, through the passage of Ordinance #1066 on November 9, 2010, Council did amend the Lancaster County Code of Ordinances, Article IV, Section 2 so as to permit personnel policies to be amended by resolution; and

WHEREAS, upon the advice and opinion of the present County Attorney, Council has concluded that conformity with both South Carolina statutory law, Section 4-9-30(7), and Section 2-61of the Lancaster County Code of Ordinances dictates that future additions and amendments to Article IV, Personnel Policy, be adopted through the passage of an ordinance; and

WHEREAS, in conjunction with Council's conclusion that the best interests of Lancaster County will be served through certain staff management personnel having a greater knowledge of the county's activities and a closer working relationship with both local municipalities and corporate citizens, Council has determined that a prospective residency requirement be established for three (3) positions, including the County Administrator, the County Attorney and the Director of Economic Development as set forth hereinafter.

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

1. Section 2-133 of the Lancaster County Code of Ordinances is amended to the extent that the second and final in that section shall be removed and the following language shall be substituted therefor:

County Council shall adopt such county personnel policy and amendments thereto by ordinance.

2. Prior action by Council regarding personnel policy decisions, whether made by resolution or otherwise, shall be considered as lawful and binding.

3. Effective upon passage of this ordinance, the Lancaster County Code of Ordinances shall be amended so as to add Article IV, Section 2-132.1, which shall read as follows:
- a. On or after February 1, 2016, the County Administrator, the County Attorney and the county's Director of Economic Development shall reside permanently within the boundaries of Lancaster County during the entire period of employment.
 - b. Unless otherwise modified by Council because of unusual circumstances, permanent residency shall be established within six (6) months following the staff member's acceptance of employment.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: December 14, 2015 Passed 7-0
Second Reading: January 11, 2016 (Tentative)
Third Reading: January 25, 2016 (Tentative)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2015-1384

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE ± 1 ACRE OF PROPERTY OWNED BY CHRISTINE ADAMS, LOCATED AT 2670 FLAT CREEK ROAD IN LANCASTER COUNTY, FROM R-30, LOW DENSITY RESIDENTIAL/AGRICULTURAL DISTRICT TO R-30S, LOW DENSITY RESIDENTIAL/MANUFACTURED HOUSING/AGRICULTURAL DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) John Mathis, authorized agent for the property owner, applied to rezone property located 2670 Flat Creek Road from R-30, Low Density Residential/Agricultural District, to R-30S, Low Density Residential/Manufactured Housing / Agricultural District.

(b) On November 18, 2015, the Lancaster County Planning Commission held a Public Hearing on the proposed rezoning and, by a vote of 6-0, recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to R-30S, Low Density Residential/Manufactured Housing / Agricultural District for the following property as identified by tax map number or other appropriate identifier:

Tax Map No.: A ± 1 acre portion of 0080-00-088.00.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ___ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Passed 7-0
Second Reading:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

Agenda Item Summary

Ordinance # / Resolution# 0906-R2015

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December 14, 2015

Committee: Administration Committee

Issue for Consideration: Whether or not it is appropriate for County Council to renew a \$750,500.00 General Obligation Bond Anticipation Note, Series 2015 (Brookchase Special Tax District), pay the accumulated interest and reduce the principal by \$50,000.00

Points to Consider: In 2010, an \$875,000.00 General Obligation Anticipation Note was issued for the construction of infrastructure within the Brookchase Special Tax District. This Resolution is one in a continuing series of renewals whereby the principal and interest is paid down.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Resolution

Recommendation: Pass the Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) **RESOLUTION NO. 0906-R2015**

A RESOLUTION

TO AUTHORIZE THE ISSUANCE AND SALE OF A NOT TO EXCEED \$700,500 GENERAL OBLIGATION BOND ANTICIPATION NOTE, OF LANCASTER COUNTY, SOUTH CAROLINA, SERIES 2016, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION (BROOKCHASE SPECIAL TAX DISTRICT); TO PROVIDE FOR THE PAYMENT OF THE NOTE AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

Section 1. Findings and Determinations. The County Council (the "County Council"), of Lancaster County, South Carolina (the "County"), hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "Code"), and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth in Section 14 and Section 12 of Article X.

(c) Article X, Section 12 of the Constitution provides that no law shall be enacted permitting the incurring of bonded indebtedness by any county for infrastructure benefiting only a particular geographical section of the county unless a special assessment, tax or service charge in an amount designed to provide debt service on bonded indebtedness incurred for such purpose shall be imposed upon the area or persons receiving the benefit therefrom.

(d) Article X, Section 14 of the Constitution further provides that general obligation debt may be incurred only for a purpose which is a public purpose and which is a corporate purpose of the County. The power to incur general obligation debt shall include general obligation debt incurred by the County within the limitations prescribed by Article X, Section 12 of the Constitution.

(e) In determining the debt limitations imposed by the provisions of Article X, Section 14 of the Constitution, bonded indebtedness incurred pursuant to Article X, Section 12 shall not be considered.

(f) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation Bond to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(g) The County Bond Act provides that as a condition precedent to the issuance of Bond an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such

instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue Bond in accordance with such remaining provisions.

(h) The County, acting by and through the County Council, is authorized pursuant to Section 4-9-30(5) of the Code of Laws of South Carolina 1976, as amended, to assess property and levy ad valorem property taxes and uniform service charges, including the power to tax different areas at different rates related to the nature and level of governmental services provided.

(i) Section 6-1-330 of the Code of Laws of South Carolina 1976, as amended, authorizes the County, acting by and through the Council, to charge and collect a service or user fee, which by definition includes uniform service charges, subject to the following requirements: (i) the imposition of the uniform service charge must be accomplished by ordinance approved by a vote for adoption by a majority of the members of the entire Council, whether present or not; (ii) Council must provide public notice of the uniform service charge being considered and hold a public hearing on the proposed uniform service charge prior to final adoption; and (iii) revenue derived from a uniform service charge to finance the provision of public services must be used to pay costs related to the provision of the service or program for which the uniform service charge is paid.

(j) The County Council, pursuant to Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina 1976, as amended, may, upon certification of a petition signed by fifteen percent or more of the electors in a proposed special tax district, provided for a referendum to be conducted by the county election officials on the question of the creation of the proposed special tax district. By passage of Resolution No. 720, Council certified to the Lancaster County Voter Registration and Election Commission ("Commission") a petition that proposed the creation of the Brookchase Special Tax District and provided for a referendum to be held on the question of the creation of the Brookchase Special Tax District.

(k) On October 2, 2010, the Commission held a referendum on the question of the creation of the Brookchase Special Tax District. The commission certified that 80 votes were cast in the referendum, of which, 75 votes were cast in favor of the creation of the special tax district and 5 votes were cast in opposition. Council published the results of the referendum in Resolution No. 736.

(l) Pursuant to Ordinance No. 1069, enacted on November 30, 2010, County Council created the Brookchase Special Tax District.

(m) Pursuant to the provisions of Title 11, Chapter 17 of the Code of Laws of South Carolina, 1976, as amended ("Title 11, Chapter 17"), any County, whenever authorized by general or special law to issue Bond, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the Bond. Such provisions also provide that if any approval be necessary prior to the issuance of Bond by the County, the County must obtain the same approval prior to the issuance of temporary financing provided therein.

(n) In order to provide infrastructure in the Brookchase Special Tax District, the County on December 30, 2010, issued its \$875,000 General Obligation Bond Anticipation Note, Series 2010 (Brookchase Special Tax District), the proceeds of which were used to make repairs and upgrades of roads in the Brookchase Special Tax District and all costs associated therewith.

(o) The County Council heretofore enacted Ordinance No. 1125 on November 28, 2011 (the "Ordinance"), authorizing the issuance and sale of a not to exceed \$890,000 General Obligation Bond

Anticipation Note. The Ordinance contains a provision authorizing the general obligation bond anticipation notes authorized thereunder to be renewed by a resolution of County Council incorporating the terms of the Ordinance.

(p) Pursuant to the Ordinance and Resolution No. 0863-R2015 adopted by the County Council on January 12, 2015, the County issued on January 23, 2015, a \$750,500 General Obligation Bond Anticipation Note, Series 2015 (Brookchase Special Tax District) (the "2015 Note").

(q) The County Council desires to incorporate by reference the provisions of the Ordinance relating to the issuance and sale of general obligation bonds of the County (the "Bond") and the renewal of the 2015 Note.

(r) The County Council wishes to renew the 2015 Note, reduce the principal on the 2015 Note to \$700,500, and pay the interest due on the 2015 Note.

(s) Pending the issuance and sale of the Bond authorized by the Ordinance, it is now in the best interest of the County to provide for the issuance of a single bond anticipation note to be used for the purposes of paying the outstanding principal balance of the Series 2015 Note.

(t) Pending the issuance and sale of general obligation Bond, it is necessary and in the best interest of the County for the County Council to provide for the issuance and sale of a not exceeding \$700,500 General Obligation Bond Anticipation Note, Series 2016, or such other appropriate series designation (Brookchase Special Tax District), (the "Note") of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which together with other available funds of the County will be used: (a) to retire the 2015 Note at maturity; (b) to pay costs of issuance of the Note; and (c) for such other lawful corporate and public purposes as the County Council shall determine.

Section 2. The Bond. County Council hereby incorporates by reference the provisions of the Ordinance with respect to the issuance and sale of the Bond and such provisions shall be a part of this Resolution, and the Council will issue Bond in a sufficient amount to pay the principal and interest on the Note herein authorized.

Section 3. Authorization and Details of Note. Pending the issuance of the Bond and pursuant to Title 11, Chapter 17, there is hereby authorized to be issued the Note to be designated "750,500 (or such lesser amount issued) General Obligation Bond Anticipation Note, Series 2016 (or such other appropriate series designation) (Brookchase Special Tax District), of Lancaster County, South Carolina."

Pending the sale of the Bond, the County Council may determine it to be in the best interest of the County to refund or renew the 2015 Note. Therefore, the County Council may authorize the 2015 Note to be refunded or renewed and such authorization to be effected by a Resolution of County Council incorporating the terms of the Ordinance. The principal amount of such refunded or renewed 2015 Note may be increased by an amount sufficient to reflect interest owed and costs of issuance.

Both the principal of and interest on the Note shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

The Note shall be executed in the name of the County with the manual or facsimile signature of the Chairman of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under the seal of the County to be imprinted, impressed or reproduced thereon.

Section 4. Delegation of Authority Relating to the Note. The County Council hereby delegates to the County Administrator the authority to: (i) determine the par amount of the Note; (ii) cause the preparation of and distribution of a request for proposals to prospective purchasers of the Note; (iii) the sale date of the Note; and (iv) accept of the bid in the best interest of the County for the purchase of the Note.

Section 5. Security for the Note. For the payment of the principal of and interest, if necessary, on the Note as they respectively mature, there are hereby pledged the proceeds of the Bond and the full faith, credit and taxing power of the County. The County at its option may also utilize any other funds available therefor for the payment of the principal of and interest on the Note.

Section 6. Exemption from State Taxes. Both the principal of and interest on the Note shall in accordance with the provisions of Section 12-2-50 of the Code be exempt from all State, County, municipal, County, and all other state taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

Section 7. Security for the Bond. The full faith, credit, and taxing power of the County is irrevocably pledged to the repayment of the Bond. The Bond is payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer. It is County Council's intent that the annual ad valorem tax to be levied for the payment of the principal and interest on the Bond shall be reduced in each year by the amount of the revenue collected from the imposition of rates and charges in the Brookchase Special Tax District so that the levy of an ad valorem tax is necessary only when the revenue from the rates and charges is insufficient to pay principal and interest on the Bond.

Section 8. Deposit and Use of Proceeds. The proceeds of the Note shall be deposited with the Treasurer of Lancaster County in a special fund to the credit of the County and shall be applied solely to the purposes for which the Note is to be issued. Upon the delivery of the Bond in anticipation of which the Note is issued, sufficient proceeds of the Bond shall be applied by the County to meet the payment of the principal of and, if necessary, interest on the Note.

Section 9. Defeasance. The obligations of the County under this resolution and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Note, and such Note shall no longer be deemed to be outstanding hereunder, when:

(a) such Note shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Note either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment (1) moneys sufficient to make such payment or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Note shall no longer be deemed to be outstanding hereunder, such Note shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations as set forth in (ii) above, shall no longer be secured by or entitled to the benefits of this Resolution.

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Note shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

Section 10. Tax Covenants. The County hereby covenants and agrees with the holder of the Note that it will not take any action which will, or fail to take any action which failure will, cause interest on the Note to become includable in the gross income of the bondholder 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 Note. The County further covenants and agrees with the holders of the Note that no use of the proceeds of the Note shall be made which, if such use had been reasonably expected on the date of issue of the Note would have caused the Note to be an “arbitrage bond,” as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Note are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

Section 11. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the County covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the County, adversely affects more than five percent (5%) of the County's revenue or its tax base.

Section 12. Miscellaneous. The County Council hereby authorizes the Chairman of County Council, the County Administrator, the Clerk to County Council and the Finance Director to execute such documents and instruments as may be necessary to effect the issuance of the Note. The Council hereby retains McNair Law Firm, P.A., as Bond Counsel in connection with the issuance of the Note and Bond and authorizes Bond Counsel to obtain such other professional services as shall be necessary including financial advisor.

Section 13. Conflicting Provisions. To the extent this Resolution contains provisions that conflict with provisions contained elsewhere in other County resolutions, the provisions contained in this Resolution supersede all other provisions, and this Resolution is controlling.

Section 14. Severability. If any section of this Resolution is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this Resolution which is not itself void or invalid.

Section 15. Effective Date. This Resolution is effective upon its adoption.

AND IT IS SO RESOLVED, THIS _____ DAY OF JANUARY, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Approved as to form:

County Attorney

Agenda Item Summary

Ordinance # / Resolution#: Resolution 0907-R2016
Contact Person / Sponsor: Randy Newman
Department: Solicitor
Date Requested to be on Agenda: January 11, 2016

Issue for Consideration:

The Solicitor's Office desires to start a Worthless Check Unit.

Points to Consider:

This program is under the direction and control of the Solicitor.

County Council agreement is required per state law (copy attached).

Funding and Liability Factors:

N/A Solicitor Newman will handle this within his budget.

Council Options:

Approve or reject the request.

Staff Recommendation:

Approve the request by way of adopting the attached Resolution.

Committee Recommendation:

Public Safety – approve the request.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 0907-R2016

A RESOLUTION

**CONSENTING TO THE REQUEST OF THE SIXTH CIRCUIT SOLICITOR TO
INITIATE A WORTHLESS CHECK UNIT PURSUANT TO SOUTH CAROLINA
CODE OF LAWS SECTION 17-22-710**

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

WHEREAS, the Sixth Judicial Circuit Solicitor desires to initiate a Worthless Check Unit; and

WHEREAS, pursuant to section 17-22-710 of the South Carolina Code of Laws, as amended, the agreement of County Council is required.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Lancaster, South Carolina, that County Council consents to the initiation of a Worthless Check Unit by Sixth Circuit Solicitor Randy Newman, pursuant to state law.

AND IT IS SO RESOLVED this 11th day of January, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie Hardin, Clerk to Council

Approved as to form:

John Weaver, County Attorney

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, January 11, 2016, at 6:30 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on an ordinance titled "AN ORDINANCE TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (FIVE PARCELS -- LINEBERGER) AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO." At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 12/16/15


Notary Public of South Carolina

My Commission Expires February 10, 2020

STATE OF SOUTH CAROLINA

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2015-1381

AN ORDINANCE

TO AMEND THE AMENDED AND RESTATED MASTER MULTI-COUNTY PARK AGREEMENT BETWEEN CHESTERFIELD COUNTY, SOUTH CAROLINA AND LANCASTER COUNTY, SOUTH CAROLINA, AS AMENDED AND RESTATED AS OF NOVEMBER 9, 2015, SO AS TO ADD TO THE AGREEMENT PROPERTY LOCATED IN LANCASTER COUNTY (FIVE PARCELS -- LINEBERGER); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and determinations; Purpose.

(a) The Council finds and determines that:

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

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

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

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

Section 2. Approval of amendment.

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

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

1212 Kershaw Camden Highway

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

Section 3. Preparation of amended Park Agreement.

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

Section 4. Conflicting provisions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	November 23, 2015	Passed 6-0
Second Reading:	December 14, 2015	Passed 7-0
Public Hearing:	January 11, 2016	Tentative
Third Reading:	January 11, 2016	Tentative

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: December 14, 2015 Passed 7-0
Second Reading: January 11, 2016 Tentative
Third Reading: January 25, 2016 Tentative

Agenda Item Summary

Ordinance # / Resolution#: Ordinance #1369 (PDD-27 Avondale)

Contact Person / Sponsor: Penelope G. Karagounis

Department: Planning

Date Requested to be on Agenda: January 11, 2015

Issue for Consideration:

County Council instructed the County Administrator to obtain letters from the Lancaster County Emergency Medical Services, the Lancaster County Sheriff's Office, the Lancaster County Emergency Management and the Lancaster County School District in regards to the proposed traffic roundabout at Harrisburg Road (S-29-664), Calvin Hall Road (S-29-336), and Elmsbrook Lane (S-29-336) to be constructed as part of the proposed Avondale Planned Development District.

Points to Consider: The Comments from the four agencies are attached to this agenda summary.

Funding and Liability Factors: At this time, the design of the roundabout is at the preliminary stage which we do not have a complete estimate for the entire roundabout. Staff has spoken to SCDOT about cost estimates for a proposed roundabout. In the last ten years, SCDOT has been working with the construction of roundabouts in the state an average cost range is from \$400,000 to 1.2 Million dollars.

Council Options:

N/A

Recommendation:

N/A



Lancaster County
Emergency Medical Services

Post Office Box 1809

Lancaster, SC 29721

803-283-4134 (Phone) 803-283-2092 (Fax)

To: County Council
Through: Steve Willis
From: Clay Catoe
Subject: Roundabout
Date: December 19, 2015

After reviewing the drawing for the proposed roundabout for the Avondale Community, I only have a few comments. EMS has no issue with the addition to this type of traffic pattern to Lancaster County as long as it meets SCDOT minimum requirements and approved by a Traffic Engineer. EMS units should be able to maneuver through this type pattern with easy causing no issues in response time or have potential damage to the unit. My main concern however, is that of signage. Several roundabouts I have driven through work great during the day time but lack proper signage for night time. Thus, causing potential traffic mishaps with traffic attempting to make corrections quickly. Please ensure high visible signage in advance and throughout to help cut down of risk of vehicle accidents.

I want to thank you for your time and consideration in the matter and would be glad to discuss this further if anyone desires more information.

Respectfully Submitted,

Clay Catoe, Director
Lancaster County EMS



**Lancaster
County
Fire Rescue**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFFIRE@comporium.net



Proud and Progressive

December 16, 2015

Steve Willis
County Administrator

Dear Steve,

We have been asked to submit comments regarding the proposed traffic roundabout at Harrisburg Road (S-29-64), Calvin Hall Road (S-29-336), and Elmsbrook Lane (S-29-336) to be constructed as a part of the proposed Avondale Subdivision. The SCDOT is the regulatory agency on each of the connections for this traffic circle, and would ultimately need to approve this design. Our concerns with the proposed plan are:

- The width of the travel lane between the edge of pavement and the concrete island- "Pork Chops" is 14 feet. This seems very tight for fire apparatus movement.
- We need to see a profile of the Concrete Truck Apron design to insure the amount of curbing proposed will not cause potential for damage to apparatus.
- We have some concerns about street signage for the legs of the roundabout being visible and offering positive direction for emergency responders.

We have also contacted Victor Edwards, District 4 Traffic Engineer, regarding the plan provided to us. He has not been asked to provide comments on this design as of our discussion, but was provided a plan by the Lancaster County Planning Department recently. In a quick preliminary review, he stated this design does not meet the minimum standards acceptable for the SCDOT. Our hope is once SCDOT regulations are met for the design our concerns may very well be satisfied.

If you have questions or concerns, please do not hesitate to contact either of us regarding this matter.

Stephen Blackwelder,
Fire Marshal

Darren Player,
Director



Lancaster County
Sheriff's Office

Sheriff Barry S. Faile

December 17, 2015

Lancaster County Council
Post Office Box 908
Lancaster, South Carolina 29721

RE: DO18-Avondale - Roundabout

County Council:

I was asked to review the details of the proposed roundabout at Harrisburg Road (S-29-64) and Calvin Hall/Elmsbrook (S29-336). I also took the opportunity to discuss the proposal with several Lancaster County emergency personnel to obtain a clear understanding of their concerns with the most recent proposal. Each emergency agency has the same concern. The emergency personnel indicates that the right turn movements raise concern, as they are not designed to meet SCDOT minimum requirements.

The roundabout will serve the citizens of the area well, if the concerns of the local fire and EMS personnel are addressed and the right turn movements are redesigned to meet the SCDOT minimum requirements, as well as any other issues brought forth by local emergency agencies. I will support the roundabout as long as all issues are addressed.

Respectfully,

A handwritten signature in cursive script that reads "Barry S. Faile".

Barry S. Faile,
Sheriff



P.O. Box 908 • Lancaster, South Carolina 29721
1520 Pageland Highway • Lancaster, South Carolina 29720
Phone: (803) 283-3388 • Fax: (803) 286-9823
Web address: www.lacoso.net

Steve Willis

From: Steve Willis
Sent: Wednesday, January 06, 2016 2:22 PM
To: 'Tony Walker'
Cc: Gene Moore; David Small
Subject: RE: Round-a-bout at Harrisburg and Calvin Hall

Thanks Tony. We had asked our public safety folks for comments on the traffic aspect and their concern was in making sure any design conformed to all applicable SCDOT regulations. I would presume that would also be the case for the School District but we wanted to see if there may be other concerns.

Thanks,
Steve

From: Tony Walker [<mailto:Tony.Walker@lcsdmail.net>]
Sent: Wednesday, January 06, 2016 2:19 PM
To: Steve Willis
Cc: Gene Moore; David Small
Subject: Round-a-bout at Harrisburg and Calvin Hall

Hi Steve,
I talked with Dr. Moore and David Small and we have \$100,000 set aside for road improvements at this intersection. Dr. Moore wants to share this request with the Board at our January 19th meeting and address any questions they may have. I do not foresee any issues with this and will be back in touch with you on January 20th to see how you want to proceed.
Thanks and Happy New Year!
Tony

Tony Walker, CPA
Chief Financial Officer
(803) 416-8818
Tony.Walker@lcsdmail.net

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

Section 2. Purpose; PDD-27.

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

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

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

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

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

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

Section 7. Master Plan Amendments.

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

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

Section 8. Land Uses.

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

service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Residential - Any residential land use permitted in the UDO.

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

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

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

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

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

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

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

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

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

Section 10. Development Regulations.

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

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

Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the ~~Master Plan~~Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

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

process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.

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

Section 11. Density/Intensity.

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

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

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

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

(c)(1) Developer may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or units from any Village within the Property to any other Village within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or

acreage, as applicable) does not increase. If any density (total number of dwelling units or building area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

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

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

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

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

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

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

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

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	50 41'
Senior Mixed Use - Village B	50'
Village A if not accepted by the County	50'
Civic/Institutional/Park and Recreation Uses	N/A

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

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

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

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

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

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

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

Section 17. Buffers.

- (a) Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. A 50 foot wide buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks.

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

- (b) Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the "Detail"). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the

minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the Master Plan Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

- (c) If the Developer can demonstrate to the Chief Zoning Officer that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Chief Zoning Officer shall refer the matter to the Planning Commission for consideration and the Planning Commission may waive the buffer requirements for that site.

Section 18. Parking.

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

Section 19. Roadways and Traffic.

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

	Street Standards	R/W Width
1. Local Limited Res. Street	22' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 27' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt	66' r/w

36' BC/BC

- | | | |
|-------------------------|-----------------------------------|----------------|
| 4. Private Street/Drive | 22' Asphalt | 30' Clear Zone |
| Townhomes/Commercial | 23' BC/BC (Standard 1' – 6" Curb) | |

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

Section 20. Street Lighting.

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

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

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

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

- (a) A storm water detention facility shall be considered to be Open Space provided that the storm water detention facility meets the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO.

- The requirement set out in Section 13.12.1.11(b)(ii)(A)(4) of the UDO may be met by providing a walking trail to and around the storm water detention facility so that the storm water detention facility is accessible to the public.
- (b) Buffer areas shall be considered to be Open Space provided that the buffer areas meet the requirements of Section 13.12.1.11(b)(ii)(A) and 13.12.1.11(b)(ii)(B) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(B)(2) of the UDO shall be met by the provision of a minimum 6 foot wide sidewalk located adjacent to or within the buffer areas as more particularly depicted on the Master Plan so that the buffer areas are conducive to actual use for passive recreational purposes by residents of the Development.
- (c) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density as provided below in Section 24.

Section 24. Density.

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

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

Section 26. Dedication of Village A to the County. As provided in the Development Agreement, Developer shall offer for dedication and conveyance to the County that approximately four (4) acre portion of the Development designated as Village A on the Master Plan for civic, institutional, park and/or recreation uses. Village A is intended to be developed by the County or its designee for civic, institutional, park and/or recreation uses and is being provided by Developer as a means of satisfying the

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

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

Section 27. **Severability.** If any section, subsection or clause of this Ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

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

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

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

percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

1st reading: December 14, 2015 Passed 6-1
2nd reading: January 11, 2016 Tentative
3rd reading: January 25, 2016 Tentative

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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 E to Ordinance No. 2015-1369 (PDD-27)

Avondale Site

Planned Development District (PDD-27)

Density Exhibit

See attached.

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Density Exhibit

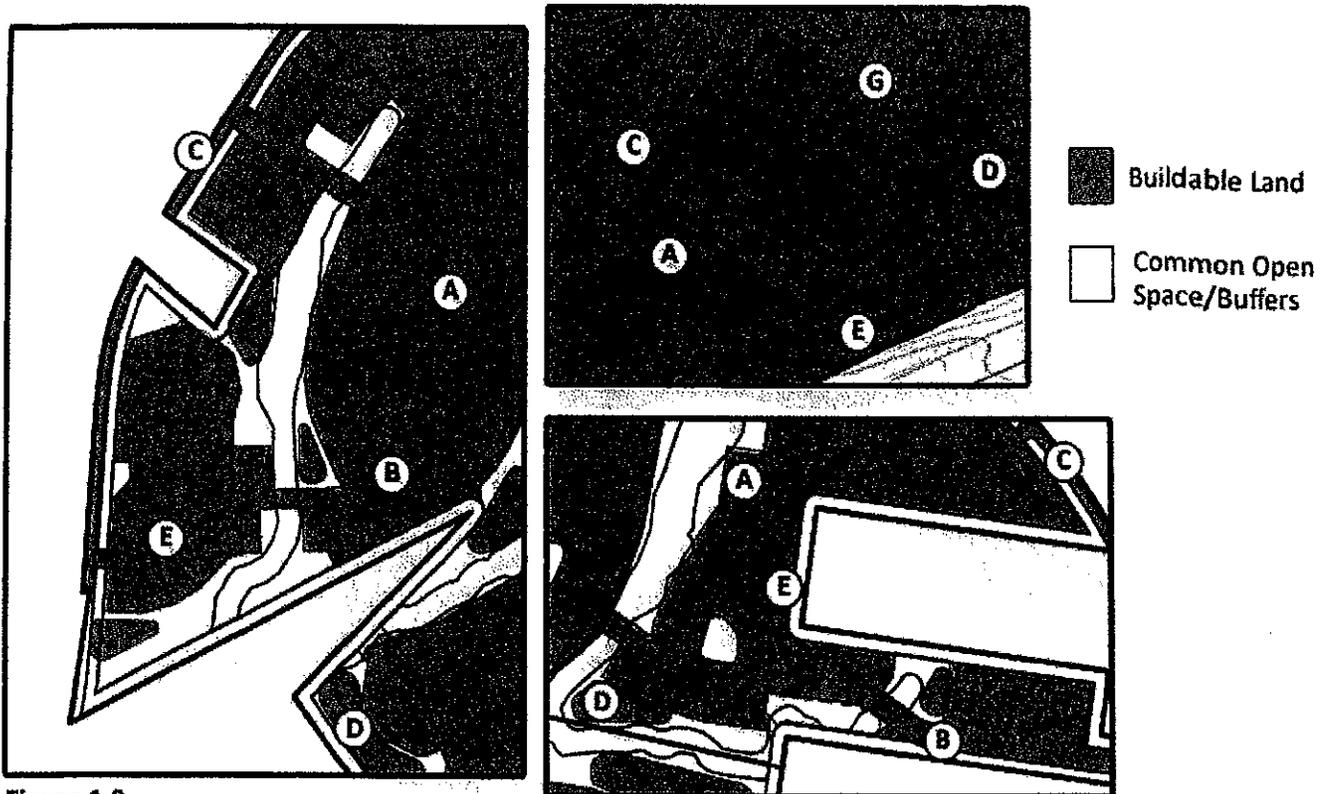


Figure 1.0
Conceptual layouts, for example only; not to scale

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

Buildable Land Includes (See Figure 1.0 above):

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

Example Density Calculation:

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

To: Lancaster County Council

From: John L. Weaver, County Attorney



Date: January 6, 2016

Subject: Avondale, PDD-27

I have been asked to render an opinion regarding the appropriateness of amending the Development Agreement detailed in Ordinance 2015-1370 so as to add to the Development Agreement a new section, namely **Section 3.05B**. The additional language was recommended by the Planning Commission on November 17, 2015, this being one of three (3) recommendations made for Council's consideration. A copy of the Planning Commission's recommendations accompanies this opinion.

I direct your attention to Recommendation #3 in the Planning Commission's report 3.05B and ask that this additional language be compared to and considered in conjunction with the language already existing in **Sections 5.03 and 5.04 found on pages 14 and 15** of the Development Agreement. Also accompanying this opinion for your review and consideration is a copy of South Carolina state law Section 6-31-90.

OPINION: For the reasons set forth that accompany this opinion, it is my legal opinion that the addition of Section 3.05B is unnecessary, repetitive, and likely is in violation of the principles afforded by due process.

REASONING:

1. I note that the language used in Lancaster County's standard Development Agreement closely follows the language cited in state law. A review of SC Code Section 6-31-90 requires that this language **must** be included in a development agreement, thus it would be improper to delete Sections 5.03 and 5.04 and substitute the proposed language of section 3.05B therefor. And, in my opinion, to add the new section while the required sections remain in place would be repetitive and cause confusion.
2. Of particular concern to me and a primary supporting reason for my opinion is the proposed language in the final sentence of Section 3.05B. As proposed, the Chief Zoning Officer's opinion/report implies that his opinion/report alone is sufficient to immediately prohibit ongoing additional development during the rebuttal and/or ordinance amendment processes. I know of no county authority that permits such unilateral action by a department head and to allow such may subject the county to potential financial liability should the Chief Zoning Officer's decision prove to be incorrect. Due process must be assured and Section 3.05B as written does not.

Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

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LANCASTER COUNTY PLANNING COMMISSION

REPORT TO COUNTY COUNCIL

DEVELOPMENT AGREEMENT – SINACORI BUILDERS, LLC

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

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

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

Respectfully submitted,


Charles Keith Deese
Chair, Lancaster County Planning Commission

Code of Laws of South Carolina 1976 Annotated

Title 6. Local Government--Provisions Applicable to Special Purpose Districts and Other Political Subdivisions (Refs & Annos)

Chapter 31. South Carolina Local Government Development Agreement Act (Refs & Annos)

Code 1976 § 6-31-90

§ 6-31-90. Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

Currentness

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

- (1) to rebut the finding and determination; or
- (2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

Credits

HISTORY: 1993 Act No. 150, § 1.

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STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1370

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

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

Section 2. Approval of Agreement; Authorization to Act.

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

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

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

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon third reading.

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

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

Attest:

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	November 17, 2015	
First Reading:	December 14, 2015	Passed 7-0
Council Public Hearing:	December 14, 2015	
Second Reading:	January 11, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

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

(7) Reserved.

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

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

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

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

(12) “Parties” means County and Developer.

(13) Reserved.

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

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

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

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

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

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

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

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

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

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

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

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

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

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

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

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

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

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or

identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE III

DEVELOPMENT RIGHTS

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

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

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

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

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

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

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

Section 3.01A. Buffer/Berm Variances Allowed. Two variances from the buffer standards are hereby granted. First, a variance to allow a reduction in the width of the required buffer located in Village C adjacent to the southernmost access road into the Development from Harrisburg Road has been provided as more particularly depicted on the Entrance Buffer Reduction Detail on the Master Plan (the “Detail”). As provided on the Detail, Developer shall be required to install a minimum 6 foot tall wall on the north and south sides of the access road within the reduced buffer area. More specifically, the minimum width of this buffer shall range from 10 feet to 20 feet as more particularly depicted on the ~~Master Plan~~ Detail due to the width of that portion of the Property. Second, a variance has been provided to eliminate the requirement that a berm be installed within the 30 foot landscaped buffer to be established on the frontage of all roads.

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

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

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

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

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

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

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

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

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

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

(1) Development Review Committee process;

(2) Preliminary plan approval;

(3) Final plat approval;

(4) Zoning permits;

(5) Building permits; and

(6) Sign permits.

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

Section 3.05. Transfer of Development Rights. Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

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

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

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than April 30, 2016, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

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

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

(c) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer. Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the SCDOT. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(d) If a signalized intersection is required by the traffic impact analysis, or additional poles are required at an existing signalized intersection, a mast-arm traffic signal shall be installed. At a minimum, the standard metal mast-arm poles used by Duke Energy Corporation shall be installed. Complete cost of the installation of the mast-arm traffic signal shall be paid by Developer. Developer shall furnish a financial guarantee, acceptable to the County in its discretion, to cover future repairs and replacement of the mast-arm traffic signal. Developer may transfer its obligation for future repairs and replacement for the mast-arm traffic signal to a homeowners' or property owners' association, or similar organization.

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

(f) Future Traffic Signal Warrant Study. Notwithstanding the foregoing provisions of this Section 4.04(A)(1), Developer will, at its sole cost and expense, cause a traffic signal warrant study to be performed by a traffic engineer licensed in the State of South Carolina for the intersection of Calvin Hall Road and Highway 160. The purpose of the traffic signal warrant study shall be to determine if a traffic signal is warranted at the intersection of Calvin Hall Road and Highway 160, which traffic signal, if warranted, shall not be installed by Developer. The traffic signal warrant study shall be completed prior to the earlier to occur of (i) that date which is two (2) years from the Agreement Date and (ii) the issuance of the two hundredth (200th) certificate of occupancy for a residential unit within the Development.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.05. Reserved.

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

Section 4.06. Reserved.

ARTICLE V

MISCELLANEOUS

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

To the County: County of Lancaster
Attn: County Administrator
101 N. Main St. (29720)

P.O. Box 1809 (29721)
Lancaster, SC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

Section 5.14. Assignment. Unless otherwise provided in this Agreement, the rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

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

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

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

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

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

of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

SINACORI BUILDERS, LLC,
a North Carolina Limited Liability Company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

)

PROBATE

COUNTY OF _____)

)

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

First Witness Signs Again Here

Seal

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

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

COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

Exhibit A
Property Description

Avondale Development

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

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Exhibit B

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK.

Exhibit C
Development Schedule

	<u>Begin</u>	<u>End</u>
Engineering and Permitting	February 1, 2016	September 30, 2016
Phased Land Development	October 1, 2016	June 30, 2020
Home Construction Starts	April 1, 2017	June 30, 2023
Year 1 Home Closings – Approx. 85 <u>146</u> per year	July 1, 2017	June 30, 2018
Year 2 Home Closings – Approx. 85 <u>146</u> per year	July 1, 2018	June 30, 2019
Year 3 Home Closings – Approx. 85 <u>146</u> per year	July 1, 2019	June 30, 2020
Year 4 Home Closings – Approx. 85 <u>146</u> per year	July 1, 2020	June 30, 2021
Year 5 Home Closings – Approx. 85 <u>146</u> per year	July 1, 2021	June 30, 2022

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

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

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Exhibit D
Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit E
Laws and Land Development Regulations

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

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Exhibit F
Master Plan

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2015-1383

COUNTY OF LANCASTER

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AN ORDINANCE

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

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

Section 1. Appropriations; Detailed Budget.

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

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

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000
County Debt	1,859,931
County Transportation Committee Fund	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	45,356,126 52,129,587
Indian Land Fire Protection District Fund	522,574
Local Accommodations Tax Fund	30,000
Pleasant Valley Fire Protection District Fund	417,344

Recreation Fund	2,447,396
Victims Services Fund	86,605
Development Agreements Fund	0 403,899
Bond Fund	0 6,655,340 6,773,461

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

General Fund			
	Supplemental Revenue- Bond Fund Transfer	6,655,340	
	Fund Balance Transfer to Bond Fund		6,655,340
	Supplemental Revenue- Intergovernmental	118,121	
	Transfer to Bond Fund		118,121
Bond Fund	Supplemental Revenue- General Fund Transfer	6,655,340	
	Fire Trucks		6,655,340
	Supplemental Revenue-General Fund Transfer	118,121	
	Municipality upgrade to apparatus		118,121
	Supplemental Revenue-GO Bond	6,655,340	
	Transfer to General Fund		6,655,340
Development Agreements Fund	Supplemental Revenue- Development Agreement payments	403,899	
	Indian Land Fire District and Pleasant Valley Fire District Pumper-Tankers		403,899

(c) Reimbursement of Certain Expenditures. County Council hereby declares that this Ordinance No. 2015-1383 shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of general obligation bonds to be issued for the purchase of the fire trucks (the "Expenditures"). The County anticipates incurring the Expenditures prior to the execution and delivery by the County of general obligation bonds for such purposes in an amount not to exceed \$7,000,000. To be eligible for reimbursement of the Expenditure, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which

the Expenditures were paid, or (b) the date the fire trucks are placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the purchase of the fire trucks will be the County's general funds or other legally-available funds.

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Tentative
Second Reading:	January 11, 2016	Tentative
Public Hearing:	January 25, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

Agenda Item Summary

Ordinance # / Resolution#: Discussion Item
Contact Person / Sponsor: Jeff Hammond/ Barry Faile/ Steve Willis
Department: Clerk of Court/ Sheriff/ Admin
Date Requested to be on Agenda: January 11, 2015

Issue for Consideration:

Potential use of funds remaining from Capital Project Sales Tax #1.

Points to Consider:

These funds are from Sales Tax #1. First priority on the funds would be for work related to the Courthouse project.

Clerk of Court Hammond and Sheriff Faile have revised a list of projects for Council consideration. These are related to physical plant upgrades/ repairs and security enhancements as discussed at the December meeting.

Funding and Liability Factors:

See the attached list.

This evening is for discussion by Council. Actual expenditure approval will have to be via a budget ordinance to close out Sales Tax #1.

Council Options:

This evening is for discussion by full Council based upon comments from the December meeting. The consensus will be used to draft an ordinance for future consideration by Council.

Staff Recommendation:

As Administrator I recommend the list as presented by the Clerk of Court and Sheriff.

Committee Recommendation:

This has been before both the Public Safety and Administrative Committees and their reports were made last month.

NOTE: As discussed last month, this is not the total funding available. To the extent that funds remain, I recommend strongly that we allocate those funds to a project approved by the voters in Sales Tax #2, the public safety radio system.

Courthouse Upgrades

1. Security System. 529,000.00
2. Judicial Services. 102,172.54
3. Audio/Visual. 146,287.45
4. Finish 3rd floor courtroom/office space. 800,000.00 + Architect, Engineering(hvac,electrical,plumbing) Quote TBD
5. Furniture for Ct. Room, Solicitor, PD, Det. Center, Magistrate V/C room. 158,696.96
6. Maintenance. 56,050.00
7. Weather Covering. 125,000.00
8. Fencing. 75,000.00
9. Filing System. 47,491.00
10. Computer/Printer. 22,373.70

Total Estimate w/o Architect/Engineering

2,062,071.65

Agenda Item Summary

Ordinance # / Resolution#:

Contact Person / Sponsor: Veronica Thompson

Department: Admin

Date Requested to be on Agenda: January 11

Issue for Consideration:

Budget amendment for Capital Project Sales Tax money.

Points to Consider:

The final Capital Projects Sales Tax #1 distribution has been received and the budgetary fund needs to be amended for the surplus and final debt payment. In August, Council approved a resolution to defease the Courthouse debt.

Per County Bond Counsel, the CPST Act does not specify a time limit for spending the overage. It is recommended that the funds be spent by the end of the current fiscal year for the approved projects. Overages could be used for projects approved in the referendum re-imposing tax after the County exhausts the uses for the first CPST.

Funding and Liability Factors:

The current fund is budgeted at \$8.5 million. This budget needs to be amended to \$11,966,149.

Council Options:

Whether or not to amend the CPST Fund for potential expenditures.

Recommendation:

None.

Committee Recommendation:

None.

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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ORDINANCE NO. 2015-1385

~~Indicates Matter Stricken~~

Indicates New Matter

AN ORDINANCE

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

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

Section 1. Appropriations; Detailed Budget.

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

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

APPROPRIATIONS	AMOUNT
Airport Fund	255,345
Capital Improvement Fund	1,498,000
Capital Project Sales Tax	8,500,000 11,966,149
County Debt	1,859,931
County Transportation Committee Fund	5,394,400
Court Mandated Security	1,198,184
E-911 Fund	727,550
General Fund	45,356,126 45,984,779
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:

General Fund	Supplemental Revenue-Fund Balance	628,653	
	Transfer to Capital Project Sales Tax		628,653
Capital Project Sales Tax			
	Supplemental Revenue-Surplus	2,837,496	
	Courthouse/Miscellaneous		2,837,496
	Supplemental Revenue-General Fund	628,653	
	County Portion of SCAGO Bond		628,653

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 25th day of January, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Passed 7-0
Second Reading:	January 11, 2016	Tentative
Public Hearing:	January 25, 2016	Tentative
Third Reading:	January 25, 2016	Tentative

Approved as to form:

County Attorney

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Agenda Item Summary

Ordinance # / Resolution#

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: December 17, 2015

Committee: Administration Committee

Issue for Consideration: Whether or not it is appropriate for County Council to issue General Obligation Bonds in a principal amount not to exceed Eleven Million (\$11,000,000.00) Dollars. The rough estimated figures are 4 million for the Fleet Operations building and 6.7 Million for Fire Trucks and the balance for issuance cost.

Points to Consider: The county's maximum 8% bonding capacity is \$25,913,472 based upon an assessed value of taxable property as of June 30, 2015 of \$323,918,406. The present outstanding general obligation debt is \$12,185,000.

Funding and Liability Factors: N/A

Council Options: Approve or reject the Ordinance

Recommendation: Favorable recommendation from Steve Willis, County Administrator and Veronica Thompson, CFO.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2016-1387

AN ORDINANCE

AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, SERIES OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF LANCASTER COUNTY, SOUTH CAROLINA, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$11,000,000; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS LAWFULLY AUTHORIZED DESIGNEE TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. Definitions. Unless the context shall clearly indicate some other meaning, the terms defined in this Section shall have, for all purposes of this Ordinance, the meanings hereinafter specified, with the definitions equally applicable to both the singular and plural forms and vice versa. The term:

“Beneficial Owner” shall mean any purchaser who acquires beneficial ownership interest in an Initial Bond held by the Depository. In determining any Beneficial Owner, the County, the Registrar and the Paying Agent may rely exclusively upon written representations made and information given to the County, the Registrar and the Paying Agent, as the case may be, by the Depository or its Participants with respect to any Bonds held by the Depository or its Participants in which a beneficial ownership interest is claimed.

“Bonds” shall mean the not to exceed \$11,000,000 general obligation bonds authorized herein.

“Book-Entry Form” or “Book-Entry System” shall mean with respect to the Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Bonds may be transferred only through a book-entry; and (b) physical Bonds certificates in fully registered form are registered only in the name of the Depository or its nominees as Holder, with the physical Bonds certificates “immobilized” in the custody of the Depository. The book-entry maintained by the Depository is the record that identifies the owners of participatory interests in the Bonds when subject to the Book-Entry System.

“Books of Registry” shall mean the registration books maintained by the Registrar in accordance with Section 5 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Council” shall mean the County Council of Lancaster County, South Carolina.

“County” shall mean Lancaster County, South Carolina.

“Depository” shall mean any securities depository that is a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the

provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its Participants or otherwise, a Book-Entry System to record ownership of beneficial interests in the Bonds, and to effect transfers of the Bonds in Book-Entry Form, and includes and means initially The Depository Trust Company, New York, New York.

“Government Obligations” shall mean (1) cash; (2) United States Treasury Obligations – State and Local Government Series; (3) United States Treasury bills, notes, bonds or zero coupon treasury bonds all as traded on the open market; (4) direct obligations of the U.S. Treasury which have been stripped by the Treasury itself, including CATS, TIGRS and similar securities; (5) obligations of any agencies or instrumentalities which are backed by the full faith and credit of the United States of America; (6) bonds or debentures issued by any Federal Home Loan Bank or consolidated bonds or debentures issued by the Federal Home Loan Bank Board; (7) prefunded municipal bonds which are rated in the triple A category by Moody’s Investors Service or Standard & Poor’s Rating Service; (8) general obligations of the State or any of its political units; or (9) any legally permissible combination of any of the foregoing. Government Obligations must be redeemable only at the option of holder thereof.

“Holders” shall mean the registered owner or owners of any outstanding Bonds.

“Initial Bonds” shall mean the Bonds initially issued in Book-Entry Form as provided in Section 14 hereof.

“Letter of Representations” shall mean the Letter of Representations executed and delivered by the County to the Depository.

“Ordinance” shall mean this Ordinance No. 2016-_____.

“Participant” shall mean any bank, brokerage house or other financial institution for which, from time to time, the Depository effects book-entry transfers and pledges of securities deposited with the Depository.

“Paying Agent” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as paying agent for the Bonds.

“Projects” shall mean the acquisition of fire trucks and constructing and equipping a vehicle maintenance facility.

“Record Date” shall mean the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on the Bonds or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of Bonds.

“Registrar” shall mean the bank, trust company, depository or transfer agent or the County Treasurer designated as registrar pursuant to this Ordinance.

“S.C. Code” shall mean the Code of Laws of South Carolina 1976, as amended.

“State” shall mean the State of South Carolina.

SECTION 2. Findings and Determinations. The County Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, and the results of a referendum held in accordance therewith, the Council-Administrator form of government was adopted and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1895, as amended (the "Constitution") provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law within the limitations set forth therein and in Section 12 of Article X. Article X, Section 14 further provides that if general obligation debt is authorized by a majority vote of the qualified electors of a county voting in a referendum authorized by law, there shall be no conditions or restrictions limiting the incurring of such indebtedness except as specified in Article X.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding its applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2015, for the 2014 tax year is \$323,918,406 which excludes exempt manufacturing property. Eight percent of the assessed value is \$25,913,472. As of the date hereof the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$12,185,000. Thus, the County may incur not exceeding \$13,728,472 of additional general obligation debt within its applicable debt limitation.

(f) It is now in the best interest of the County for County Council to provide for the issuance and sale of not exceeding \$11,000,000 principal amount general obligation bonds of the County to provide funds for (i) funding the Projects; (ii) paying costs of issuance of the Bonds (hereinafter defined); and (iii) such other lawful purposes as the County Council shall determine.

(g) Pursuant to Ordinance No. 2015-1335 duly enacted on February 23, 2015, the County adopted Written Procedures related to Tax-Exempt Debt and Continuing Disclosure.

SECTION 3. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$11,000,000 aggregate principal amount of general obligation bonds of the County to be designated "11,000,000 (or such lesser amount issued) General Obligation Bonds (appropriate series designation), of Lancaster County, South Carolina" (the "Bonds"), for the purpose set forth in Section 2(f) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Bonds shall be issued as fully registered bonds registerable as to principal and interest; shall be dated their date of delivery to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; shall be subject to redemption if such provision is in the best interest of the County; shall be numbered from R-1 upward; shall bear interest from their date payable at such times as hereinafter designated by the County Administrator and/or his lawfully-authorized designee at such rate or rates as may be determined at the time of the sale thereof; and shall mature serially in successive annual installments as determined by the County Administrator and/or his lawfully-authorized designee.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. The Registrar/Paying Agent shall be a bank, trust company, depository or transfer agent located either within or without the State.

SECTION 4. Delegation of Authority to Determine Certain Matters Relating to the Bonds. Without further authorization, the County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to determine: (a) the par amount of the Bonds; (b) the maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) the interest payment dates of the Bonds; (d) redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) the authority to receive bids on behalf of the County Council; (g) the authority to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds; and (h) whether the Bonds should be sold together with general obligation refunding bonds to be issued by the County pursuant to separate ordinances.

After the sale of the Bonds, the County Administrator and/or his lawfully-authorized designee shall submit a written report to County Council setting forth the details of the Bonds as set forth in this paragraph.

SECTION 5. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully registered Bond or Bonds, of the same aggregate principal amount, interest rate, and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. In all cases in which the privilege of transferring Bonds is

exercised, the County shall execute and the Registrar/Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. Neither the County nor the Registrar/Paying Agent shall be obligated to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day (whether or not a business day) preceding an interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day (whether or not a business day) prior to the giving of notice of redemption of bonds.

SECTION 7. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 8. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may not be those of the officers who are in office on the date of enactment of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 9. Form of Bonds. The Bonds and the certificate of authentication shall be in substantially the form set forth in Exhibit A attached hereto and incorporated herein by reference.

SECTION 10. Security for Bonds. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

The County Council shall give the County Auditor and County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, a tax, without limit, sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 11. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit B, having been published in *The Lancaster News*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the S.C. Code from all State, county, municipal, and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders 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 Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the Code, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the Code and any regulations promulgated thereunder so long as the Bonds are outstanding;
- (b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the time and places required by the Code.

SECTION 14. Book-Entry System. The "Initial Bonds" will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York ("DTC"), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate, and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 8 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 15. Sale of Bonds, Form of Notice of Sale. The Bonds shall be offered for public sale on the date and at the time designated by the County Administrator and/or his lawfully-authorized designee. A Notice of Sale in substantially the form set forth as Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper of general circulation in the State and/or in a financial publication published in the City of New York not less than seven (7) days prior to the date set for such sale.

SECTION 16. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the County Administrator and/or his lawfully-authorized designee to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the County Administrator to designate the Preliminary Official Statement as "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The County Administrator and/or his lawfully-authorized designee are further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 17. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of the annual financial report of the County within thirty (30) days from the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which adversely affects more than five (5%) percent of the revenues of the County or the County's tax base.

SECTION 18. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Continuing Disclosure Certificate in substantially the form appearing as Exhibit D attached to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Continuing Disclosure Certificate, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by this Ordinance.

SECTION 19. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the County Treasurer in a special fund and shall be applied solely to the purposes for which the Bonds have been issued, including payment of costs of issuance of the Bonds, except that any premium shall be placed in the sinking fund established for the Bonds.

SECTION 20. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 21. Declaration of Intent to Reimburse Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Regulation § 1.150-2 to reimburse the County from the proceeds of tax-exempt debt in the form of general obligation bonds of the County to be issued pursuant to the Constitution, the County Bond Act and Title 11, Chapter 27, for expenditures with respect to the Bond-approved Projects (the "Expenditures"). The County anticipates incurring Expenditures with respect to the Bond-approved Projects prior to the issuance by the County of the Bonds. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general funds.

SECTION 22. Miscellaneous. The County Council hereby authorizes the County Administrator, Chair of the County Council, the Clerk to the County Council and County Attorney to execute such documents and instruments as necessary to effect the issuance of the Bonds. The County Council hereby retains McNair Law Firm, P.A., as bond counsel and Compass Municipal Advisors, LLC, as financial advisor, in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions, and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its enactment.

Enacted this ____ day of _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

Approved as to form:

County Attorney

Date of First Reading:	January 11, 2016	Tentative
Date of Second Reading:	January 25, 2016	Tentative
Date of Public Hearing:	February 8, 2016	Tentative
Date of Third Reading:	February 8, 2016	Tentative

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY
GENERAL OBLIGATION BOND, SERIES 2016A

No. R-1

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>ORIGINAL ISSUE DATE</u>	<u>CUSIP</u>
--------------------------	--------------------------	--------------------------------	--------------

REGISTERED HOLDER:

PRINCIPAL AMOUNT: _____ (\$ _____) Dollars

KNOW ALL MEN BY THESE PRESENTS, that Lancaster County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable _____ 1, 20____, and semiannually on _____ 1 and _____ 1 of each year thereafter, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27, Code of Laws of South Carolina 1976, as amended; the successful results of a referendum; and Ordinance No. _____ duly enacted by the County Council on _____, 2016.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina (the "State"), this Bond and the interest hereon are exempt from all State, county, municipal, County and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the manual or facsimile signature of the Chair of the County Council, attested by the manual or facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted, or reproduced hereon.

LANCASTER COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Lancaster County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

_____ (State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

_____ Signature Guaranteed:

_____ (Authorizing Officer)

Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this agreement this agreement must correspond with the name of the registered holder as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

A copy of the final approving opinion to be rendered shall be attached to each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a manual or facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinion (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of Bonds of which the within Bond is one, the original of which opinion was manually executed, dated and issued as of the date of delivery of and payment for the Bonds and a copy of which is on file with the County Council of Lancaster County, South Carolina.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster County, South Carolina (the "County"), in County Council Chambers located at 101 N. Main Street, Lancaster, South Carolina, at 6:00 p.m. or as soon thereafter as possible, on _____, 2016, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an Ordinance providing for the issuance and sale of General Obligation Bonds, Series 2016A, or such other appropriate series designation, of Lancaster County, South Carolina, in the principal amount of not exceeding \$11,000,000 (the "Bonds"). The proceeds of the Bonds will be used for (i) funding the acquisition of fire trucks and constructing and equipping a vehicle maintenance facility; (ii) paying the costs of issuance of the Bonds; and (iii) such other lawful purposes as the County Council shall determine.

The full faith, credit, and taxing power of the County will be pledged for the payment of the principal of and interest on the Bonds and a tax, without limit, will be levied on and collected annually, in the same manner other County taxes are levied and collected, on all taxable property of the County sufficient to pay to principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the capital project sales tax which was re-imposed pursuant to the Referendum.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

COUNTY COUNCIL OF LANCASTER COUNTY,
SOUTH CAROLINA

FORM OF OFFICIAL NOTICE OF SALE

OFFICIAL NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2016A,
OF LANCASTER COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Lancaster County, South Carolina (the "County"), in the offices of the County Administrator, Lancaster County Administration Building, 101 N. Main Street, Lancaster County, South Carolina, until 11:00 a.m. South Carolina time, on _____, _____, 2016, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2016A, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2016A, Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of the County Administrator, fax number (803) _____.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Parity Electronic Bid Submission System ("Parity"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Parity may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, Customer Support, telephone (212) 849-5021.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2015; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
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*Preliminary, subject to adjustment.

Adjustment of Maturity Schedule. The County reserves the right, in its sole discretion, either to decrease or increase the principal amount of the Bonds maturing in any year (all calculations to be rounded to the near \$5,000), provided that any such decrease or increase shall not exceed 15% of the Bonds. Such adjustment(s), if any, shall be made within twenty-four (24) hours of the award of the Bonds. In order to calculate the yield on the Bonds for federal tax law purposes and as a condition precedent to the award of the Bonds, bidders must disclose to the County in connection with their respective bids the price (or yield to maturity) at which each maturity of the Bonds will be reoffered to the public.

In the event of any adjustment of the maturity schedule for the Bonds as described herein, no rebidding or recalculation of the proposals submitted will be required or permitted. Nevertheless, the award of the Bonds will be made to the bidder whose proposal produces the lowest true interest cost solely on the basis of the Bonds offered, without taking into account any adjustment in the amount of the Bonds pursuant to this paragraph.

The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: Within twenty-four (24) hours of the sale of the Bonds, the School District will designate a registrar and paying agent ("Registrar/Paying Agent") for the Bonds. The Registrar/Paying Agent is a bank, trust company, depository or transfer agent organized under the laws of the State of South Carolina or the laws of the United States of America.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% with no greater difference than three percent (3%) between the highest and lowest rates of interest named by a bidder. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. **A BID FOR LESS THAN ALL THE BONDS OR A BID AT A PRICE LESS THAN PAR WILL NOT BE CONSIDERED.**

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the

case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other county taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the County sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor; provided however, the amount to be levied and collected will be offset by amounts on deposit from revenue collected from the Re-imposed Sales Tax.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2016A of Lancaster County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof. It is requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the "Official Statement") in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a continuing disclosure certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinion of McNair Law Firm, P.A., Columbia, South Carolina, which opinion shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

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CUSIP Numbers: It is anticipated that CUSIP identification numbers will be set forth on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of its proposal. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the successful bidder.

Delivery: The Bonds will be delivered on or about _____, 2016, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds is available via the internet at officialstatements.compassmuni.com and will be furnished to any person interested in bidding for the Bonds upon request to McNair Law Firm, P. A., Post Office Box 11390, Columbia, South Carolina 29211, attention: Francenia B. Heizer, Esquire, telephone (803) 799-9800, e-mail: fheizer@mcnair.net. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with the County's Bond Counsel, Francenia B. Heizer, McNair Law Firm, P.A., Post Office Box 11390, Columbia, South Carolina 29211 fheizer@mcnair.net or with the County's Financial Advisor, Brian Nurick, Managing Director, Compass Municipal Advisors, LLC, 1219 Assembly Street, Suite 202, Columbia, South Carolina 29201; telephone (859) 368-9616, e-mail: brian.nurick@compassmuni.com.

LANCASTER COUNTY, SOUTH CAROLINA

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Lancaster County, South Carolina (the "County") in connection with the issuance of \$ _____ General Obligation Bonds, Series 2016A (the "Bonds"). The Bonds are being issued pursuant to an Ordinance adopted by the County Council of the County (the "Council"). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Bonds**" shall mean the \$ _____ General Obligation Bonds, Series 2016A, Lancaster County, South Carolina, dated _____, 2016.

"**Dissemination Agent**" shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"**Repository**" shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

"**Participating Underwriter**" shall mean _____, and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange County under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2017, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date, unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other

information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repository an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as *Exhibit A*.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing the Repository to which it was provided.

SECTION 4. Content of Annual Reports. The County's Annual Report shall contain or incorporate by reference the most recent audited financial statements, which shall be prepared in conformity with generally accepted accounting principles (or, if not in such conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information) applicable to governmental entities such as the County, and shall, in addition, contain or incorporate by reference the following relating to the previous fiscal year:

- (a) County population;
- (b) Total state appropriations subject to withholding under Article X, Sec. 14, South Carolina Constitution for preceding fiscal year;
- (c) Outstanding general obligation indebtedness of the County;
- (d) Tax levy for County;
- (e) Tax collections for County; and
- (f) Ten largest taxpayers (including fee-in-lieu-of-tax) for County.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the County is an "obligated person" (as defined by the Rule), which have been filed with the Repository. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the "Listed Events"):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Repository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of the Dissemination Agent. The provisions of this Section 11 shall apply if the Issuer is not the Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2016

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of County: Lancaster County, South Carolina
Name of Bond Issue: \$ _____ General Obligation Bonds, Series 2016A,
Lancaster County, South Carolina
Date of Issuance: _____, 2016

NOTICE IS HEREBY GIVEN that Lancaster County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

LANCASTER COUNTY, SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution# RZ-015-016
Contact Person / Sponsor: Andy Rowe
Department: Planning
Date Requested to be on Agenda: 1/11/16

Issue for Consideration:

Rezoning application of Lina Hovey to rezone a 29,040 square foot portion of a ± 9.64 acre tract of property from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to place a double wide manufactured home on the property.

Points to Consider:

The majority of the surrounding properties are zoned R-30, Low Density Residential/Agricultural District. There is one adjacent parcel to the north of the property zoned R-30S, which allows for single-wide mobile homes. In addition, there are several mobile homes that are located along John Truesdale Road.

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as rural living based on the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 29,040 square foot portion of an R-30D zoning classification at this location.

The adjacent property to the north is zoned R-30S which allows for single-wide manufactured homes. One parcel ± 500 feet to the east is zoned R-30D which allows for double-wide manufactured homes. In addition, there are over 8 manufactured homes located on John Truesdale Road. By rezoning the property to R-30D, it will be consistent with the surrounding area. The applicant has provided a recorded plat of the proposed 20,040 square foot portion of the property.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning request.

Recommendation:

At the Lancaster County Planning Commission meeting on Tuesday, November 17, 2015 the Commission voted to **APPROVE** the rezoning application of Lina Hovey by a vote of (6-0). At the above referenced meeting two citizens spoke against the rezoning request.

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2015-1388

COUNTY OF LANCASTER

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE 29,040 SQUARE FEET OF PROPERTY FROM R-30, LOW DENSITY RESIDENTIAL/ AGRICULTURAL DISTRICT TO R-30D, LOW DENSITY RESIDENTIAL/ MANUFACTURED HOUSING/AGRICULTURAL DISTRICT AS INDICATED ON THE ATTACHED PLAT. THIS PROPERTY IS OWNED BY LINA HOVEY LOCATED AT 1628 JOHN TRUESDALE ROAD; 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) Lina Hovey applied to rezone property located at 1628 John Truesdale Road from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing District/Agricultural District.

(b) On November 17, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of (6-0), recommended approval of the rezoning.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from R-30, Low Density Residential/Agricultural District to R-30D, Low Density Residential/Manufactured Housing/Agricultural District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 29,040 Square Foot Portion of 0060-00-092.00.

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 _____, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

Bob Bundy, Chair, County Council

Steve Harper, Secretary, County Council

ATTEST:

Debbie C. Hardin, Clerk to Council

First Reading: 1-11-16 Tentative
Second Reading: 1-25-16 Tentative
Third Reading: 2-8-16 Tentative

Approved as to form:

County Attorney

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PLANNING STAFF REPORT : RZ-015-016

I. Facts

A. General Information

Proposal: Rezoning application of Lina Hovey to rezone a 29,040 square foot portion of a ± 9.64 acre tract of property from R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District. The applicant wishes to place a double wide manufactured home on the property.

Property Location: The property is located at 1628 John Truesdale Road, Lancaster County, South Carolina.

Legal Description: A portion of Tax Map 60, Parcel 92.

Zoning Classification: Current: R-30, Low Density Residential/Agricultural District, to R-30D, Low Density Residential/Manufactured Housing/Agricultural District.

Voting District: District 3- Bob Bundy

B. Site Information

Site Description: A house currently occupies the site and two large barns to the south of the property, and the northern section of the property is vacant.

C. Vicinity Data

Surrounding Conditions: The majority of the surrounding properties are zoned R-30, Low Density Residential/Agricultural District. There is one adjacent parcel to the north of the property zoned R-30S, which allows for single-wide mobile homes. An additional parcel located ± 500 feet to the east is zoned R-30D which allows for double-wide manufactured homes. In addition, there are several mobile homes that are located along John Truesdale Road.

Exhibits

1. Rezoning Application
2. Location Map
3. Zoning Map
4. Map of Current Manufactured Homes
5. Future Land Use Map
6. Tax Inquiry Sheet
7. UDO – Section: 2.1.1 Residential Districts Established and Section 4.1.12
Manufactured Homes
8. Table of Uses

II. Findings

Code Considerations:

The R-30, Low Density Residential/Agricultural District, is designed to accommodate single-family residential developments (not including manufactured housing units) in areas of the county that are appropriate for development at a slightly higher density than is permitted in the R-45, R-45A and R-45B districts. This district should serve as a transitional district between the lower density residential districts (R-45, R-45A and R-45B) and the higher density residential districts (R-15, R-15S and R-15D). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet if a septic system is used or 100 feet if on central water and sewer.

The R-30D, Low Density Residential/Manufactured Housing/Agricultural District, contains the same regulations contained in the R-30 district except for the following:

- a. Only multi-wide manufactured housing units in addition to site-built and modular homes are allowed in this district based on certain siting criteria (see [Section 4.1.12](#)).
- b. This zoning district classification should be used when designating new areas for allowing manufactured housing.

III. Conclusions:

The facts and findings of this report show that the property is designated as R-30, Low Density Residential/Agricultural District on the Lancaster County Zoning Map. The Future Land Use Map identifies this property as rural living based on the *Lancaster County Comprehensive Plan 2014-2024*. The Future Land Use Map does not distinguish between site built homes and manufactured homes. The proposed zoning map amendment would create a small 29,040 square foot portion of a R-30D zoning classification at this location. The adjacent property to the north is zoned R-30S which allows for single-wide manufactured homes. One parcel ± 500 feet to the east is zoned R-30D which allows for double-wide manufactured homes. In addition, there are over 8 manufactured homes located on John Truesdale Road. By rezoning the property to R-30D, it will be consistent with the surrounding area. The applicant will be required to provide a survey identifying the proposed 1 acre tract if County Council approves the rezoning request. The County will need the survey platted and recorded before 3rd reading.

IV. Recommendation:

It is therefore the recommendation of the planning staff that the rezoning request for the property be **Approved**.

Date of 1st Reading: 1-11-16
__ Approved __ Denied __ No Action

Date of 2nd Reading: 1-25-16
__ Approved __ Denied __ No Action

Date of 3rd Reading: 2-8-16
Approved __ Denied __ No Action

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V. Recommendation from Planning Commission Meeting:

At the Lancaster County Planning Commission meeting on Tuesday, November 17, 2015 the Commission voted to **APPROVE** the rezoning application of Lina Hovey by a vote of (6-0). At the above referenced meeting two citizens spoke against the rezoning request.

Agenda Item Summary

Ordinance # / Resolution#: n/a
Contact Person / Sponsor: Debbie Hardin
Department: Administration/Council
Date Requested to be on Agenda: January 11, 2015

Issue for Consideration:

Minutes of the November 23 Meeting and an excerpt from the Minutes of the November 9th meeting.

Points to Consider:

The meeting minutes of the November 23, 2015 meeting was deferred so that a Clerk to Council's note could be added to the November 9th minutes to further explain the deferral of Ordinance 2015-1365 for research purposes.

A "Clerk's Note" is simply a courtesy for anyone researching minutes. For this particular Ordinance, the Third Reading was held November 9. The Ordinance failed Third Reading. If you were researching, you may stop there, however, at the next meeting, Council made a Motion to Reconsider Ordinance 2015-1365. The Clerk to Council's note in the minutes of November 9 will lead the public to the next meeting where this Ordinance was further considered. Notes placed in minutes are an effort in transparency to help researchers find the conclusion to a certain matter. The note does not amend, nor change the minutes. Only County Council can authorize a substantive change in minutes.

Funding and Liability Factors:

n/a

Council Options:

Approve the November 23, 2015 meeting minutes as written or further amend.

Recommendation:

The Minutes of the November 9th meeting have been approved. Approve the minutes of the November 23rd meeting.

Steve Harper noted that we are late in the process; however, can it be sent back as B-3 instead of an I-1. John Weaver noted that there is a motion on the table that is appropriate for a vote. If that fails, then a motion to amend rezoning to B-3 and send back to the Planning Commission contingent upon Planning Commission's favorable recommendation would be in order.

Steve Harper moved to defer 3rd Reading of Ordinance 2015-1365 and send this item back to the Planning Commission for its consideration of a B-3 zoning. SECONDED by Charlene McGriff. MOTION FAILED 3-4. (Charlene McGriff, Steve Harper and Larry Honeycutt voted in favor of the motion. Jack Estridge, Larry McCullough, Bob Bundy and Brian Carnes opposed.)

Larry McCullough moved to deny 3rd Reading of Ordinance 2015-1365. SECONDED by Brian Carnes. Passed 4-3. Larry McCullough, Brian Carnes, Bob Bundy and Steve Harper voted in favor of denial. Charlene McGriff, Larry Honeycutt and Jack Estridge opposed. MOTION CARRIED.

Clerk to Council's note: (Added to these minutes for research purposes only) Please see the November 23, 2015 meeting minutes regarding the motion to reconsider Ordinance 2015-1365. Definition of a motion to reconsider: In parliamentary procedure, reconsideration of a motion takes place upon a motion to bring back for further consideration a matter previously decided.

Public Hearing {11 people in attendance} and 3rd Reading of Ordinance 2015-1380 regarding a Infrastructure Credit and Incentive Agreement with 3i Products, Inc. (Project Seating)

Ordinance Title: An Ordinance to authorize the execution and delivery of an infrastructure credit and incentive agreement by and between Lancaster County, South Carolina, and 3i Products, Inc.,(Project Seating) providing for special source revenue credits and the sale to project seating of approximately 15.58 acres of land located at 3888 Chester Highway (S.C. 9), tax parcel no. 0066-00-033.00; and to provide for other matters related thereto.

Chairman Bundy called for a Public Hearing regarding this ordinance. No citizen spoke.

MOTION was made by Charlene McGriff to approve 3rd Reading of Ordinance 2015-1380. SECONDED by Jack Estridge.

Larry Honeycutt moved to amend Ordinance 2015-1380 to include the projects actual name of 3i Products, Inc. SECONDED by Brian Carnes. Passed 7-0.

Council voted 6-1 to approve 3rd Reading of Ordinance 2015-1380 as amended. Larry McCullough opposed.

2nd Reading of Ordinance 2015-1378 regarding Ansley Park Development (portion of PDD 21)

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



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

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Minutes of the Lancaster County Council Regular Meeting

101 N. Main Street, Lancaster, SC 29720

Monday, November 23, 2015

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

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

Call meeting to order

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

Approval of the agenda

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

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

Special Presentations

Employee of the Quarter

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

Charlotte Regional Partnership Presentation

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

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

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

Audit Presentation

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

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

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Citizen Comments

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

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

The following citizens spoke regarding other topics

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

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

Motion

Councilman Harper made the motion for a reconsideration of Ordinance 2015-1365 (Reid Wilkerson/McClancy Seasoning). Mr. Harper stated, “Assuming that there is a second and a majority of Council OK’s the reconsideration, I will tell you in advance that it is my intention to ask the Council to consider a B-3 zoning rather than I-1 and, further, to defer debate and consideration until December 14th so that all interested parties will have the opportunity to address the matter.” Councilman Honeycutt seconded, and Council Members Carnes, Harper, Estridge, Honeycutt, and McGriff were in favor. Councilman Bundy was opposed. Passed 5-1.

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

Consent Agenda

Minutes of the November 9, 2015 Regular Meeting

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

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Non-Consent Agenda

Resolutions

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

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

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

Ordinance Readings

Public Hearing and 3rd Reading of Ordinance 2015-1378 regarding Ansley Park

Development (portion of PDD 21)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ordinance Title: An Ordinance to Amend the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and Restated as of November 9, 2015, so as to add to the agreement property located in Lancaster County (one parcel-Project 2015-04; five parcels – Lineberger); and to provide for other matters related thereto.

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

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

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

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

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

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

Discussion and Action Items

Request to Close Bumble Bee Road by Haile Gold Mine

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

Historical Commission Appointments

- Don Frangenberg – Advisory position
- Miles Gardner – Advisory position
- Linda Bell – District 3 Representative (unexpired term)

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

Committee Reports

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

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

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

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

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2016 Strategic Plan

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

Monthly Finance Report

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

County Roads Serving Single Residence

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

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

Councilman Estridge expressed his concern that the residents on these roads have been receiving County services for many years and it seems unfair. He stated that the County is sending mixed signals when just a few years ago they were willing to accept all roads in the County.

Councilman Estridge asked what action was needed tonight. Mr. Willis stated that it's presented as information only.

HOME Consortium Funding Shortfall

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

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Fire Truck Purchase

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

Executive Session to Discuss Economic Development Matters

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

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

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

Adjournment

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

Respectfully Submitted: Approved by Council, December 14, 2015

Brenisha S. Wells
Deputy Clerk to Council

Steve Harper, Secretary



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

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Minutes of the Lancaster County Council Workshop and Regular Meeting
101 N. Main Street, Lancaster, SC 29720

Monday, December 14, 2015

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

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

Call Workshop to order

Chairman Bob Bundy called the workshop of Council to order at 5:30 p.m.

Dr. Bob Brookover of the Clemson University Department of Parks, Recreation and Tourism Management spoke to Council regarding the needs assessment study that will be conducted. He discussed that the process was to meet with focus groups and conduct surveys using public input for the basis of the document. Dr. Brookover explained that the final document would contain the following information:

1. Public agree/disagree to the need and what the need would be
2. Where the facility could be located
3. Potential economic impact

Councilwoman Charlene McGriff requested a copy of the questions that the focus groups will be asked.

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Dr. Brookover spoke about the need for Lancaster County to have a hospitality tax. He urged Council to consider this option as soon as possible. He stated that if a municipality has a hospitality tax in place prior to the county, then Lancaster County would not receive any taxes from that municipality. However, if Lancaster County has a hospitality tax in place, and a municipality adopts a hospitality tax in its jurisdiction, then the county would be entitled to one-half (1/2) of that tax.

Councilman Estridge asked how many counties in South Carolina have the hospitality tax. Dr. Brookover stated that most do but he was unsure of the number.

Councilman Honeycutt asked if it was normal for restaurants and hotels to spring up around these sporting areas. Dr. Brookover replied that it is reasonable that restaurants do, but not as many hotels.

Councilman Estridge asked if it was possible to jointly work with another county so as not to duplicate services so close to one another. Dr. Brookover responded that it is possible, however, he only knew of municipalities and counties jointly having a park instead of county-to-county. He stated that there is a need in this area. He has met with Rock Hill and Fort Mill and we would not be in competition.

Dr. Brookover further explained that economic impact rarely pays for the facility and indirect tax dollars is not going to pay off the bond. He suggested building multipurpose, adaptable fields and areas that do not limit usage and remain viable.

The formal document showing the results of the study will be available by the end of the week, December 18, 2015.

Call meeting to order

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

Welcome and Recognition/Pledge of Allegiance and Invocation

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

Approval of the agenda

Steve Willis requested that discussion item 11d, update regarding 3i Products, Inc., (Project Seating) be delayed until the January meeting.

Charlene McGriff moved to approve the agenda as amended. SECONDED by Brian Carnes.
Passed 7-0.

Citizen Comments

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The following citizens spoke regarding the McClancy Seasoning rezoning (Non-Consent Agenda Item 10a):

1. Richard Dole, 3056 Drummond Avenue, Indian Land
2. William Sperow, 7182 Harcourt Crossing, Indian Land
3. Jeff Lamb, 4329 Rochard Lane, Indian Land
4. Pat Cook, 4320 Rochard Lane, Indian Land
5. Terry Montgomery, 1020 Estates Avenue, Indian Land
6. Chaplin Spencer, Attorney, 226 East Main Street, Rock Hill, SC. (distributed the attached schedule A.)
7. Rob Luley, 14252 Grantham Court, Indian Land, did not come to the podium when name was called.
8. Gary Holland, 8728 Collins Road, Indian Land
9. Allen Davis, 828 Jim Wilson Road, Indian Land
10. Reid Wilkerson, One Spice Road, Indian Land
11. Brian Hakeem, 3022 Manchester Court, Indian Land
12. Jordan Nix, 3036 Manchester Court, Indian Land
13. Jim Mertes, 8939 N. Dorchester, Indian Land
14. Ed McCormick, 17249 West Marbella Lane, Indian Land
15. Andrew Malone, 14240 Grantham Court, Indian Land

The following citizens spoke regarding the Avondale Development (Non-Consent Agenda Items 10j, k and l):

1. Rachel Withers, 10055 Harrisburg Road, Indian Land
2. Janel Withers, 10055 Harrisburg Road, Indian Land (handed in to the Clerk to Council a copy of a petition attached as schedule B).
3. Ken Hawfield, 10121 Harrisburg Road, Indian Land
4. Dean Withers, 10055 Harrisburg Road, Indian Land
5. Susan Harvell, 9858 Calvin Hall Road, Indian Land
6. Kelly Harvell, 9858 Calvin Hall Road, Indian Land, deferred time when name was called.
7. Ben Smith, 442 Lakemont Drive, Chapin, SC, deferred time when name was called.
8. Ben Johnson, 306 College Avenue, Rock Hill, SC, deferred time when name was called.

The following citizens signed up to speak regarding other topics:

1. John Mathis, 1843 Zion Road, Lancaster, spoke regarding the rezoning of the Christine Adams property, Ordinance 2015-1384.
2. Lori Grier, 1209 Bailey Road, Lancaster, did not come to the podium when name was called.

Consent Agenda

Steve Willis noted an amendment was needed to correct a typographical error on page three of the minutes.

Charlene McGriff moved to approve the minutes as amended. SECONDED by Larry Honeycutt.

MOTION was made by Larry McCullough to defer the approval of the minutes of the November 23, 2015 meeting until the January meeting to correct the scrivener's error found on page three of the minutes and to also include a Clerk to Council note as it relates to the motion to reconsider Ordinance 2015-1365. SECONDED by Councilman Estridge. Passed 7-0.

Councilwoman Charlene McGriff asked that the Clerk to Council note be explained at the next meeting.

Non-Consent Agenda

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.

Councilman Larry McCullough moved to deny 3rd Reading of Ordinance 2015-1365.

Councilman Brian Carnes seconded, and Council members Bob Bundy, Brian Carnes, and Larry McCullough were in favor to deny. Council members Jack Estridge, Steve Harper, Larry Honeycutt, and Charlene McGriff opposed. Motion to DENY failed 3-4

Councilman Larry Honeycutt asked if this could be set aside and sent back to Planning Commission regarding changing the rezoning to B-3. Planning Director, Penelope Karagounis replied that a B-3 rezoning would not allow for manufacturing and based on conversations with Mr. Wilkerson, he has stated the need for manufacturing. Ms. Karagounis further noted that careful consideration would need to be given to rezone the entire property B-3 because of the adjacent residential use of single-family dwellings.

Council discussed the issues with this ordinance and the concerns of several Council Members. Council Members Bundy, Harper, McGriff, Honeycutt and Carnes noted that this was an effort to find a compromise and satisfy the needs of the community and the company.

Councilman Steve Harper moved to amend the Ordinance 2015-1365 to B-3 zoning.

Councilman Larry McCullough called a Point of Order regarding the Motion to change the zoning to B-3 stating that the ordinance is a request for an I-1 rezoning and changing the applicants request from I-1 to B-3 would be out of order.

Council sought legal advisement from County Attorney, John Weaver. Mr. Weaver disagreed.

Councilman Larry McCullough called a second Point of Order regarding the change from I-1 to B-3 at 3rd Reading. Councilman McCullough further explained that Council has not changed a rezoning request at third reading.

Councilwoman McGriff asked Mr. Weaver to elaborate his legal opinion. Mr. Weaver stated that when a motion for reconsideration was made, no requirement was made to be heard by the Planning Commission. Any ordinance can be amended by Council, even in a rezoning. Mr. Weaver further noted that he knew of no state law or county ordinance to the contrary.

Councilman Steve Harper moved to approve a B-3 zoning for the property of Reid Wilkerson/NBI Investments, III, LLC. Councilwoman Charlene McGriff seconded, and Council members Steve Harper, Larry Honeycutt, and Charlene McGriff were in favor. Council members Bob Bundy, Brian Carnes, and Larry McCullough opposed. Councilman Jack Estridge abstained. Motion failed 3-3.

Councilman Larry McCullough moved to approve 3rd Reading of Ordinance 2015-1365. Seconded by Councilman Jack Estridge. Chairman Bob Bundy called for a vote. There were Zero (0) votes in favor of the passage of Ordinance 2015-1365 and 7 votes opposing 3rd Reading of Ordinance 2015-1365. The Ordinance failed by a vote of 0-7.

Resolution #0901-R2015 regarding Walnut Creek Improvement District

Resolution Title: A Resolution describing the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) as proposed to be enlarged and the amended improvement plan effected thereby, the projected time schedule for the accomplishment of the amended improvement plan, the estimated cost of the improvements and the amount of such costs to be derived from assessments, bonds or other funds; setting forth the proposed basis and rates of assessments to be imposed within the enlarged improvement district; ordering a public hearing; and other matters relating thereto.

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Brian Carnes moved to approve Resolution 0901-R2015. SECONDED by Larry McCullough.
Passed 7-0.

Resolution #0903-R2015 regarding additional properties to the Multi-County Park Agreement with Chesterfield

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

Councilman Larry Honeycutt moved to approve Resolution #0903-R2015. Councilman Steve Harper seconded.

Councilman Brian Carnes moved to amend the Resolution to add the name Sun Recycling, Inc., to the document in place of the project name. Councilwoman Charlene McGriff seconded, and Council voted unanimously in favor. Passed 7-0.

Council voted on the original motion as amended. Passed 7-0.

Resolution #0904-R2015 regarding the procurement of fire trucks

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

Brian Carnes moved to approve Resolution 0904-R2015. SECONDED by Charlene McGriff.
Passed 7-0.

Resolution #0905-R2015 regarding the Palmetto 800 Radio System

Resolution Title: A Resolution to authorize the County Administrator to execute the Palmetto User Agreement so as to allow Lancaster County to become a user of the statewide 800 MHZ Astro-25 trunked voice and data radio network.

Charlene McGriff moved to approve Resolution 0905-R2015. SECONDED by Steve Harper.
Passed 7-0.

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

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

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Chairman Bob Bundy called for a Public Hearing for Ordinance 2015-1366. No citizen came forward to speak during the Public Hearing.

Councilman Larry Honeycutt moved to approve 3rd Reading of Ordinance 2015-1366. Seconded by Councilman Steve Harper. Passed 7-0.

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

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.

Councilman Carnes moved to approve 3rd Reading of Ordinance 2015-1367. Councilman McCullough seconded.

Councilman McCullough moved to amend Ordinance 2015-1367 to conform to the Walnut Creek Assessment Roll on the County's website (a copy of which can be found with the Clerk to Council). Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 7-0.

Council voted on the original motion as amended. Passed 7-0.

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

Ordinance Title: An Ordinance to authorize and provide for the issuance and sale of not to exceed \$12,000,000 principal amount Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2015A-1; to limit the payment of the bonds solely to the assessments imposed on certain designated parcels within the Walnut Creek Improvement District; to provide for the execution of a Master Trust Indenture, First Supplemental Indenture thereto, contract of purchase and other related documents for the series 2015a-1 bonds, and an amended and restated master trust indenture and one or more supplements thereto related to the series 2006 bonds; to make other covenants and agreements in connection with the foregoing; and to provide for other matters relating thereto.

Councilman Harper moved to approve 3rd Reading of Ordinance 2015-1368. Councilwoman McGriff seconded.

Councilman McCullough made the motion to amend Ordinance 2015-1368 to conform to the Master Trust Indenture as found on the County's website (a copy of which can be found with the Clerk to Council). Councilman Carnes seconded, and Council voted unanimously in favor. Passed 7-0

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Council voted on the original motion as amended. Passed 7-0

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

Ordinance Title: An Ordinance to amend the amended and restated master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, so as to add to the agreement property located in Lancaster County (five parcels – Lineberger); and to provide for other matters related thereto.

Councilwoman McGriff moved to approve 2nd Reading of Ordinance 2015-1381. SECONDED by Larry Honeycutt. Passed 7-0.

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

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County an ordinance to amend the official zoning map of Lancaster County so as to rezone property of Floyd Kenty & Eleese M. Moore, Dean Ross and Janel S. Withers, The Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely located between Calvin Hall Road and Harrisburg Road from R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial District to Planned Development (PDD-27) District; and to provide for other matters related thereto.

Councilman Carnes moved to approve 1st Reading of Ordinance 2015-1386. SECONDED by Larry McCullough. Passed 7-0.

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.

Councilwoman McGriff moved to approve 1st Reading of Ordinance 2015-1369. Councilman McCullough seconded.

Councilman Honeycutt asked the Developer to explain the commercial property within the Avondale Development.

The attorney for the Avondale Developer, Mr. Ben Johnson, noted that the commercial development would be in Village B as an assisted living – continuing care community, non-owner occupied. With this community, there will be places for residents to get haircuts and

other small shops. Penelope Karagounis noted the commercial shops that Attorney Johnson is speaking of are only for the assisted living community and not for the residential portion of Avondale.

Councilman Harper requested clarification on the maximum height, asking would it be three (3) stories. Attorney Johnson noted that the Developer is in agreement with the Planning Commission and will change for 2nd Reading the language to read from 50ft to 41ft.

Penelope Karagounis added that the Planning Commission recommended the maximum building height change from 50ft to 41ft; the variance with condition of a minimum of a 6ft wall and remove the \$175,000 cap on the contribution to the roundabout.

Councilman McCullough noted that the roundabout needed further review by public safety and school entities to ensure their recommendations.

Councilman McCullough moved to amend Ordinance 2015-1369 to require a written document from Fire Service, EMS, Sheriff's Department, and School District regarding their recommendations of the proposed roundabout. Councilman Estridge seconded. Passed 6-1. Larry Honeycutt opposed.

Attorney John Weaver agreed that it is appropriate to have this reviewed and SCDOT will review as well and have the final decision as to the placement of a roundabout. Mr. Weaver handed out a sketch drawing of the proposed roundabout (attached as schedule C) and stated that it has the endorsement of Planning, RFATS (Rock Hill Fort Mill Area Transportation Study), and the Developer. Mr. Weaver also provided two preliminary cost estimates to construct, one for \$302,664.25 and the second \$307,673. He noted that the school district will provide \$100,000 toward the cost, and the developer will contribute \$175,000. He also noted that further monies could be obtained by the CTC (County Transportation Committee) or RFATS.

Penelope Karagounis interjected that this sketch drawing is only conceptual and the cost stated does not include any possible right of way acquisition or other unknown cost. The information provided is to give an idea of cost for a roundabout.

Council voted on the original motion as amended. Passed 6-1. Councilman Bundy opposed.

**Public Hearing {37 citizen in attendance} and 1st Reading of Ordinance 2015-1370
Avondale Development Agreement**

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale Development; to authorize

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certain county officials to execute and deliver the Development Agreement; and to provide for other matters related thereto.

Councilman Carnes moved to approve 1st Reading of Ordinance 2015-1370. Councilman Harper seconded.

Chairman Bundy called for the Public Hearing regarding Ordinance 2015-1370.

Gary Holland, 8728 Collins Road, Indian Land, spoke supporting the Planning Commission recommendations regarding Article III Section 3.05 - Transfer of Rights.

Ben Johnson, 306 College Avenue, Rock Hill, South Carolina, spoke regarding the Development Agreement and the conditions on page 148 and 149 of the package. He stated that the Developer is in agreement with number one; they request a cap of \$175,000 on the roundabout cost on number two. He stated that without a cap the Developer would have unlimited responsibility for the road that will be serving lots of other people; and they do not agree with number three in that they should be provided notice to correct instead of unilaterally terminate. In addition, on page 149 of the agenda package, they have completed items one and two. (A copy of pages 148 and 149 of the agenda package is attached as schedule D and E for reference).

Janel Withers, spoke regarding the roundabouts and stated after research she found that they are said to be safer.

Attorney John Weaver noted that the Developer has agreed to item one on page 148 and items one and two on page 149 (a copy of pages 148 and 149 of the agenda package are attached as schedule D and E for reference). Mr. Weaver also stated that regarding item three on both pages, he will issue a legal opinion at 2nd Reading and the only pending item is number two on page 148 regarding the \$175,000 contribution to the roundabout.

Councilman McCullough noted his concern with this amount being the right amount. Steve Willis stated that he will get soft cost estimates regarding the roundabout for 2nd Reading.

Councilman Harper moved to amend Ordinance 2015-1370 to cap the developer's contribution to the roundabout cost to \$175,000. Councilwoman McGriff seconded, and Council voted unanimously in favor. Passed 7-0.

Council voted on the original motion as amended. Passed 7-0.

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

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

Councilman Honeycutt moved to approve 1st Reading of Ordinance 2015-1382. Councilwoman McGriff seconded.

Councilwoman McGriff moved to amend Ordinance 2015-1382 to change the effective date to February 1, 2016. Councilman McCullough seconded. Passed 7-0.

Council voted on the original motion as amended. Passed 7-0.

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

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

Brian Carnes moved to approve 1st Reading of Ordinance 2015-1383. SECONDED by Larry Honeycutt. Passed 7-0.

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

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone +/- 1 acre of property owned by Christine Adams, located at 2670 Flat Creek Road in Lancaster County, from R-30, Low Density Residential/Agricultural District to R30S, Low Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto.

Steve Harper moved to approve 1st Reading of Ordinance 2015-1384. SECONDED by Charlene McGriff. Passed 7-0.

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

Ordinance Title: An Ordinance to amend Ordinance 2015-1385, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the fiscal year beginning July 1, 2015 and ending June 30, 2016 (FY 2015-2016), to further provide for revenues and

expenditures during the fiscal year and to provide for matters related thereto.

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Brian Carnes moved to approve 1st Reading of Ordinance 2015-1385. Seconded by Charlene McGriff. Passed 7-0.

Discussion and Action Items

Update on items from the Rock Hill Fort Mill Area Transportation Study (RFATS)

Councilman Brian Carnes provided Council with an update on RFATS for information only. He discussed the SC 160 construction delay by five months for right of way acquisition. He further noted that Marvin and US 521/Charlotte Highway is next on the intersection list. Councilman Carnes reported discussions regarding CATS bus service coming to Indian Land and improvements to shoulders on Harrisburg Road.

Potential use of funds remaining from Capital Project Sales Tax #1

Jeff Hammond, Sheriff Barry Faile, Devin Allman and Solicitor Randy Newman, spoke to Council regarding the potential use of funds remaining from Capital Project Sales Tax #1. Solicitor Newman also spoke regarding the need for expanding his office space to accommodate his staff and a drug court. He explained the available space on the third floor of the courthouse could be used to expand. The expansion amount is not included in the prices provided to Council in the agenda package and will be added for Council review at the next meeting.

Steve Willis noted that this is for discussion and information only. An Ordinance detailing this information will be brought to Council in January.

Grant revision regarding Airport PAPI system.

Steve Willis explained that this is a grant revision to include engineering related items to acceptance of the new Airport PAPI system (Precision Approach lighting system). This change order will cost \$6,740, which is federally funded. The state and county portion is \$377 each in additional dollars. This will still fit within the extra money we have available in the grant.

Brian Carnes moved to approve the change order funding. Seconded by Larry McCullough. Passed 7-0.

Board and Commission Appointments.

- Library Board District 1 - Clair McConaughay (unexpired term) and Fire Commission / Shiloh Zion representative – Justin McLellan (unexpired term)

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MOTION was made by Larry Honeycutt to approve the appointment of Clair McConaughay and Justin McLellan as stated. SECONDED by Jack Estridge. Passed 7-0.

- Catawba Regional Workforce Development Board (WIB) – reappointment / 3 year term of Mr. Jerry Witherspoon.

MOTION was made by Charlene McGriff to approve the reappointment of Mr. Jerry Witherspoon to the Workforce Development Board (WIB). SECONDED by Larry Honeycutt. Passed 7-0.

Adoption of the Strategic Plan

Steve Willis explained that this is the working document that will be used by departments when aligning the budget with Council's important work for the County. There are funding factors that will be identified during the budget process.

Charlene McGriff moved to adopt the Strategic Plan as written. SECONDED by Larry McCullough. Passed 7-0.

Sheriff's Career Ladder

Sheriff Faile has met with the Public Safety Committee and the Administration Committee regarding the issues he is facing with retention. He proposed to reallocate existing budgetary funds, by not hiring the four deputies that he has been allotted in this year's budget and requesting them in next year's budget. The money from the four positions would be used to implement the proposed Career Ladder.

Larry Honeycutt moved to approve the reallocation of funds to implement the proposed Career Ladder. Seconded by Steve Harper. Passed 7-0.

Funding shortfall for HOME Consortium

Steve Willis reported that the Council of Governments (COG) has been working with HUD to finalize the project, including filling a budget shortfall due to not having quite enough population for the full program. The COG had been using the funding calculator found on the HUD website to determine our federal funding and needed shortfall. HUD recently informed the COG staff that the on-line calculator is an older one and that the actual federal funding shortfall will be roughly double, what was anticipated. No county funding has been promised or budgeted.

Chairman Bundy noted that it is the COG Boards' recommendation that we pull out of the HOME Consortium at this time.

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Brian Carnes moved to withdraw from the HOME Consortium as recommended by the Catawba Regional Council of Governments (COG) Board. Seconded by Larry McCullough. Passed 7-0.

2016 Meeting Schedule for Lancaster County Council, Committees, Board, Commissions, and Holiday Schedules.

Steve Willis noted a change to the 2016 Council meetings, stating that in July 2016, there will only be one meeting and it will be the third Monday of the month.

Charlene McGriff moved to approve the 2016 Meeting Schedule for Lancaster County Council, Committees, Board and Commissions and Holiday schedules. Seconded by Larry McCullough. Passed 7-0.

Executive Session

Larry Honeycutt moved to go into Executive Session to hear four economic development matters. Seconded by Brian Carnes. Passed 7-0.

Brian Carnes moved to come out of Executive Session. Seconded by Charlene McGriff. Passed 7-0.

Attorney John Weaver noted that Council entered into Executive Session to hear four economic development matters and no votes were made and no action was taken.

Councilman McCullough moved that on Project 2015-3 we offer no incentives. Councilman Honeycutt seconded. Passed 5-1. Bob Bundy opposed and Steve Harper recused.

Adjournment

Councilman Honeycutt made a motion to adjourn. Councilman McCullough seconded, and Council voted unanimously in favor. Passed 7-0

Respectfully Submitted: Approved by Council, January 11, 2016

Debbie C. Hardin
Clerk to Council

Steve Harper, Secretary

Agenda Item Summary

Ordinance # / Resolution# N/A

Contact Person / Sponsor: John Weaver

Department: Planning / County Attorney

Date Requested to be on Agenda: January 11, 2016

Committee: Previously discussed by the Administration Committee, the I&R Committee and Council.

Issue for Consideration: Whether or not it is appropriate for County Council to consider amending the Development Agreement with Pulte Home Corporation (PULTE) so as to have the contract reflect the actual number of townhome units and condominiums rather than the number of units reflected/projected in the original Development Agreement?

Points to Consider: The accompanying copy of the original PDD-18 indicates the number of townhomes and condominiums that originally were envisioned (400 townhomes / 200 condominiums). The attached December 23, 2015 from Pulte's counsel notes the actual number of units built (275 townhomes / 78 condominiums).

The question is what benefit to Lancaster County or to Pulte will be served at this point in time by having the Development Agreement amended?

Funding and Liability Factors: N/A

Council Options: Via a majority vote of Council, the County Attorney and counsel for Pulte will draft an amendment to the original Development Agreement. The amended legislation will be considered by the Planning Commission before the Ordinance comes before Council.

Recommendation: Staff has no recommendation.

MORTON & GETTYS
ATTORNEYS AT LAW

JAMES M. MORTON
JOHN P. GETTYS, JR.
MICHAEL B. SMITH
JOSHUA B. VANN
ELIZABETH SMITH OWEN
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MICHAEL K. HATCH
MELISSA G. CASSELL
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JOSEPH L. RAAD
DANIEL J. BALLOU
JAMES D. DUNCAN

Qualified Child Court Mediator
Certified Family Court Mediator
Certified Specialist in Estate Planning
and Probate Law

Licensed in SC & NC
Licensed in SC, VA, FL & NC

SENT VIA UNITED STATES MAIL, FIRST CLASS, AND VIA ELECTRONIC MAIL

December 23, 2015

Lancaster County
Attn: John L. Weaver, County Attorney
Post Office Box 1809
Lancaster, SC 29721

**RE: Sun City Carolina Lakes Multi-Family Units; Pulte Home Corporation
("Pulte")**

Dear John:

I hope this letter finds you well. In follow-up to our recent correspondence, I am confirming that there are a total of 275 attached townhome units and 78 carriage homes/condominium units which have been constructed within Carolina Lakes. As you know, all of the land within the development has been platted by Pulte (with these plats being approved by the planning department), and there is no more land to plat within Carolina Lakes. The existing approved plats for the development do not contemplate or call for more multi-family units than described above. By referencing the platting situation, Pulte is not attempting to place any blame upon the County, but to simply point out the fact that the community has been fully platted at this point in time. In addition to the platting situation, Pulte believes that the reference to the number of multi-family units in the development agreement as being a "minimum" number of units was in error, and should have referred to this number as being a "maximum," as in most other development agreements when referencing multi-family density numbers.

You have requested that Pulte consider amending the development agreement with the County to render the development agreement's multi-family unit number requirements in concert with what has been actually built (as set forth above). Given the above, Pulte would be willing to enter into such an amendment with Lancaster County; Pulte is not interested in any other amendments at this time. Please let us know how best to move this matter forward at your convenience, and we appreciate your consideration.

SIGNATURE PAGE TO FOLLOW

www.mortongettys.com

Fountain Park Place
331 E Main Street, Suite 300
Post Office Box 707
Rock Hill, SC 29731
office 803.366.3388
fax 803.366.4044

A LIMITED LIABILITY COMPANY

Sincerely,



Joshua B. Vann

cc: Pulte Home Corporation
Attn: Cisco Garcia and Brett Manery
(via e-mail only; w/o enclosures)

Agenda Item Summary

Ordinance # / Resolution#: Discussion/ Action Item
Contact Person / Sponsor: Councilman Larry Honeycutt
Department: Council
Date Requested to be on Agenda: January 11, 2016

Issue for Consideration:

The I&R Committee is forwarding a recommendation to County Council that we proceed with hiring a County Engineer.

Points to Consider:

The I&R Committee discussed hiring an engineer to start at a rough cost of \$90,000 plus benefits. Staff noted this would involve more than hiring an individual. An engineer would need both an Engineering Technician as well as administrative support. There would also be acquisition of start up equipment and supplies as well as office equipment.

We do not have a hard cost estimate as this proposal did not come from staff. If Council desires to pursue this we can certainly develop such. A rough estimated cost would be between \$300,000 and \$350,000.

I&R has proposed the attached Resolution and job qualifications. Adoption of the Resolution would bind Council prior to the end of the budget process.

Administration has questioned the funding for such action. The costs for personnel would be a recurring expense.

We currently contract this service. Total costs for informational purposes are attached.

Funding and Liability Factors:

Under discussion at this time by Council. This will affect the FY 16-17 budget.

Council Options:

Council could direct staff to prepare for implementation in May by Resolution, defer this to the FY 2016-2017 budget process, or defer to some future date. Those are simply the most obvious choices; Council has full discretion on selecting any course of action.

Staff Recommendation:

Defer the Resolution and handle consideration of this position through the budget process. This is a reassessment year and funding for any new position will be a concern. There is no dispute that the capability of an in-house engineering department would be beneficial; this is a budgetary concern.

Committee Recommendation:

Discussed above. I would defer to Councilman Honeycutt for I&R comments and Councilman Carnes for Administration comments.

Cost Information on Contract Engineering Services

Line Item – 10-7-202-600.00

FY 14-15

Budget - \$75,000

Expense - \$66,420

FY 15-16

Budget - \$135,000 (*added \$60,000 for MS4 which is still awaiting DHEC action*)

Expense through December 2015 - \$31,800

These figures do not include contract engineering associated with Capital Project Sales Tax or County Transportation Commission projects. For these financial rules allow contractual costs to be included but we cannot transfer these funds into salary accounts.

A RESOLUTION

TO EXPRESS COUNCIL'S DESIRE THAT THE ADMINISTRATOR ADD TO THE FY 2017 GENERAL FUND BUDGET SUFFICIENT MONIES SO AS TO ADD TO THE COUNTY'S EMPLOYMENT ROLLS FUNDING FOR THE EMPLOYMENT OF A FULL TIME CIVIL ENGINEER AND SUPPORT STAFF AS APPROVED BY THE ENGINEER (NOT TO EXCEED ONE ADDITIONAL PERSON FOR FY 2017). FURTHER, IT IS THE COUNCIL'S DESIRE THAT THE POSITION BE INITIALLY ADVERTISED NOT LATER THAN MAY, 2016 AND THAT EMPLOYMENT BE COMMENCED AS SOON AFTER JULY 1, 2016 AS IS PRACTICAL. LASTLY, IT IS THE WILL OF COUNCIL THAT THE STAFF ENGINEER BE HIRED WITH THE EXPECTATION THAT, NOT ONLY WILL THE EMPLOYEE'S ACADEMIC SKILLS AND TRAINING BE UTILIZED BY A MULTITUDE OF COUNTY DEPARTMENTS IN THOSE AREAS THAT ARE CUSTOMARY FOR PERSONS WITH SIMILAR DEGREES, BUT ALSO IT IS EXPECTED THAT THE NEW STAFF ENGINEER WILL BE GROOMED AND TRAINED TO ASSUME MANAGEMENT RESPONSIBILITIES WITHIN A REASONABLE TIME FRAME AS DETERMINED BY THE ADMINISTRATOR SO THAT HE MAY BE ASSIGNED THE DUTIES OF A DIVISION DIRECTOR FOR ALL THOSE COUNTY DEPARTMENTS ANSWERING TO THE COUNCIL'S INFRASTRUCTURE & REGULATION COMMITTEE

STAFF ENGINEER JOB REQUIREMENTS

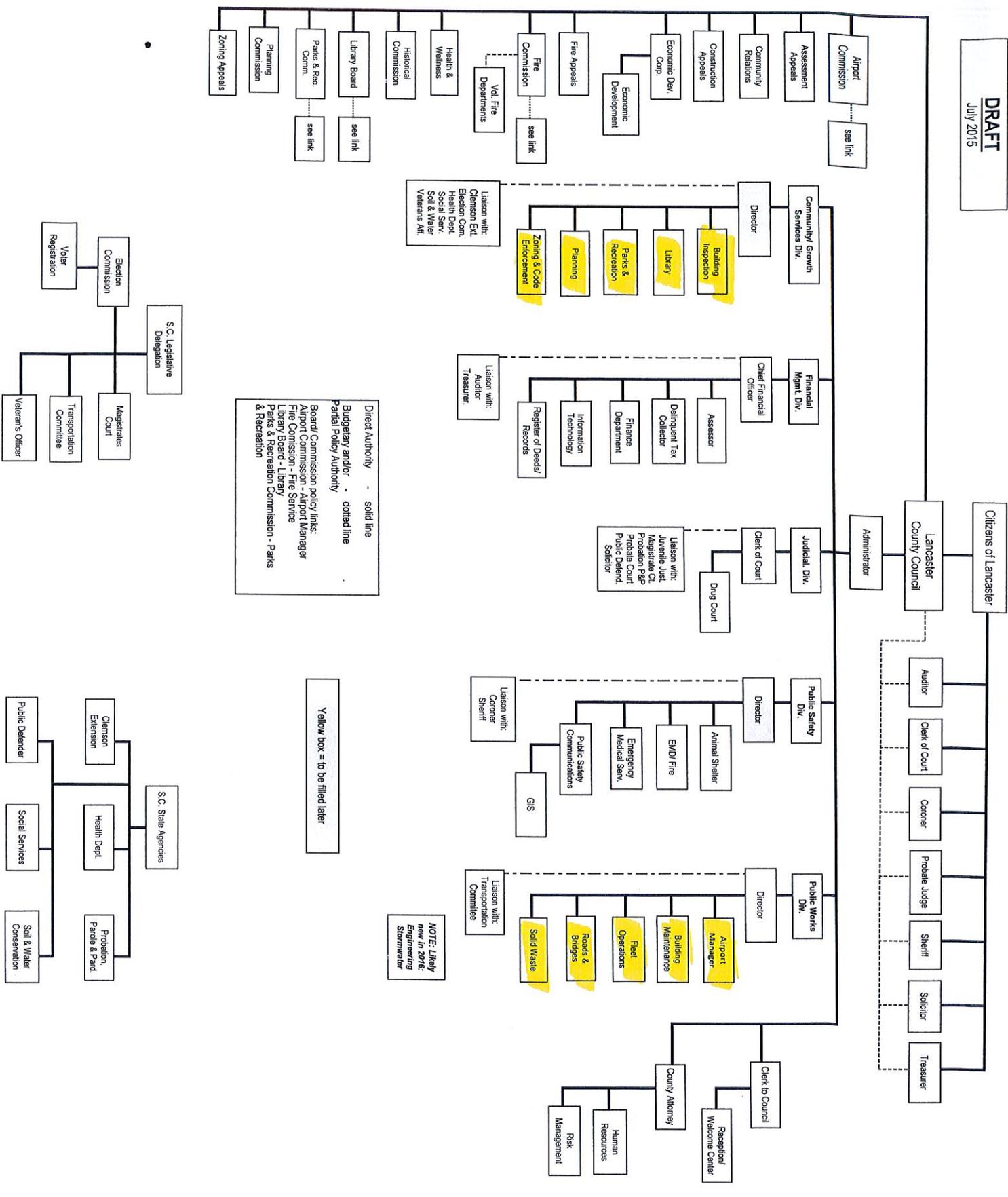
A Bachelor's Degree in civil engineering and a minimum of five (5) years of managerial experience at the executive level with either a governmental entity or a large corporate organization;

Or

In addition to the professional engineering requirement, a Master's Degree in a field of study related to the job statement and a minimum of two (2) years of managerial experience at the executive level with either a governmental entity or a large corporate organization;

Or

Any equivalent combination of education, training and experience that provides the required knowledge, skills and abilities.



Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Chairman Bundy bringing a constituent request to Council
Department:	Council
Date Requested to be on Agenda:	January 11, 2016

Issue for Consideration:

A constituent has requested that County Council call for a referendum regarding off-premise consumption beer and wine sales on Sundays.

Points to Consider:

A referendum petition drive is currently underway to bring this issue to the voters in November 2016.

State law allows for a county or municipal Council to bring the question to the voters via ordinance:

(4) In addition to the petition method of calling the referendum provided for in item (1) of this subsection, a county or municipal governing body by ordinance may also call the referendum. Upon receipt of a copy of the ordinance filed with the county or municipal election commission at least sixty days before the date of the next general election, the commission shall conduct the referendum in the manner provided in this section at that general election.

In either case, County Council may not approve or reject the sales question; only the voters may do so. The only difference is in the method of bringing the question to the voters.

Funding and Liability Factors:

The referendum must be conducted at a General Election in November so there is no additional funding required.

Council Options:

Council may initiate an ordinance to bring the question to the voters or allow the group requesting the question to follow through on gathering signatures for the petition.

Staff Recommendation:

Staff has no recommendation. In the initial referendum Council made a decision to have the requesters use the petition method. There is no requirement to follow past practice but Council usually does.

Committee Recommendation:

This matter has not been presented to a Committee.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item/ Potential addition to Ordinance 2015-1383
Contact Person / Sponsor:	Barry Faile/ Steve Willis
Department:	Sheriff/ Admin
Date Requested to be on Agenda:	January 11, 2016

Issue for Consideration:

Purchase of long guns for Sheriff's Office

Points to Consider:

This funding would acquire long weapons, and ammunition, for the Sheriff's Office. As times have changed, the traditional shotgun is no longer the best practice and a more precise weapon in addition to the handgun is needed.

The pricing would include initial ammunition to cover training and certification of the deputies in the use of these weapons. Annual funding for additional ammunition would be part of the routine budget request.

The weapons would not be part of the routine uniform but would be secured and available for use as needed in the vehicle. This is no different than the current practice for law enforcement shotguns.

Funding and Liability Factors:

See attached sheet.

When this originally came before the Public Safety Committee the plan was to utilize Sales Tax funds for equipping the deputies assigned to Courthouse security. In checking with bond counsel found this would not be an allowable expense. The proposal now calls for utilizing the Indian Land developer fund for those assigned deputies and General Fund fund balance for the remainder.

Use of these type weapons would reduce potential liability and enhance public safety.

Council Options:

Approve the funding amounts and sources or direct such other action as Council may so desire.

Staff Recommendation:

Approval as recommended by Sheriff Faile.

Committee Recommendation:

Original approval but that has been amended. I would defer to the members for commentary.

Steve Willis

From: Sheriff Faile
Sent: Tuesday, January 05, 2016 5:05 PM
To: Steve Willis
Subject: Rifle Request

By Department

Department 110
25- Rifles \$21,250.00
Ammunition \$3000.00

Department 112 (Judicial)
18 Rifles \$15,300.00
Ammunition \$2,100.00

District 1 (Indian Land)
15- Rifles \$12,750.00
Ammunition \$1,700.00

Barry S. Faile Sheriff

P.O. Box 908
Lancaster, SC 29721
Voice: (803) 313-2121
Fax: (803) 286-9823



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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Devin Allman/ Steve Willis
Department:	IT/ Admin
Date Requested to be on Agenda:	January 11, 2016

Issue for Consideration:

Amending budget to reduce certain contractual service accounts and dependence on VC3 & Comporium and hire a Network Administrator in our IT Department.

Points to Consider:

As we upgrade our system we have found a need for additional network administration services.

We will either pay Comporium and/ or VC3 or hire staff for this service. Devin advises the level of work has grown to the point it would be more cost effective, as well as providing better service, if we hire a Network Administrator.

Funding and Liability Factors:

The overall financial impact is \$46,000. This is not requested new funding; it is a transfer of existing funds.

Funding will be reduced in Telephone, Maintenance Agreements, and Contractual Services. It will be increased in salaries.

Without objection from Council staff will handle the necessary intra-departmental budget transfers.

Council Options:

Approve or reject the proposed budget/ position change.

Staff Recommendation:

Approve the proposal.

Committee Recommendation:

Recommended for approval by the Administration Committee.



**Lancaster
County
Fire Rescue**

PO Box 1809
Lancaster, SC
29721

Business Phone
803-283-8888

Fax
803-283-6333

E-mail
LCFR@comporium.net



Proud and Progressive

TO: Debbie Hardin, Clerk to Council
FROM: Timothy M. Baker, Fire Commission Chairman *TMB*
DATE: January 5, 2016
SUBJECT: Replacement for Fire Commission—Indian Land

The Lancaster County Fire Commission respectfully submits the name of a new member from the Indian Land fire district for approval by the Lancaster County Council. This member will replace the current member who is unable to fulfill the remainder of their term through June 2018.

Indian Land Fire Department
Christopher K. Kimble
8024 Kennet Lane
Indian Land, SC 29707

If you have questions or need any additional information, please contact the Fire Rescue office.

TMB/dmg

SCDOT Update on Projects in Catawba COG Program

December 2015

Chester County

P028644: I-77 and SC 9 Intersection (Intersection Improvements at SC 9 West and Crenshaw Parkway)

(Project will be programmed when included in STIP)

Status: Project plans have been completed by SCDOT District 4 and submitted to Preconstruction.

Request for environmental document and right-of-way certification is underway. Tentatively scheduled for letting after the 1st of January pending update of STIP to allocate funds.

P027980: SC 72 and S-329 (McCandless Rd.) Intersection (Intersection Improvements at SC 72 and S-329)

Project Cost Estimate: \$825,000 – cost estimates will need to be updated once surveys received and project scope is increased.

Status: Preliminary design underway. Traffic analysis based on school traffic was ordered and received.

Recommendation from traffic for extended left turn lane on SC 72. Additional survey and design work required. Project schedule will be extended to incorporate additional design recommendations.

Construction tentatively scheduled for Q3 2018.

I-77 and SC 9 Intersection (Intersection Improvements at SC 9 East and Commerce Drive)

(Project will be programmed when included in STIP)

Status: Project planning delayed pending completion of land use plan at the interchange.

Lancaster County

0031125: SC 160 (Phase II) (S-157 to York Co Line, widen to 3/5 lanes)

Project Cost Estimate: \$13.353 M -- Construction cost estimate update has been requested – currently \$9.8 M shown in STIP

Status: Final design is complete. ROW acquisition underway and 35% of tracts finalized. Construction Obligation tentatively scheduled for Spring 2016. Letting tentatively scheduled for Summer 2016.

P028487 (Proj. No. 2990430): S-67 (Hubbard Drive) @ USC-Lancaster

Project Bid Amount: \$286,979.55

Status: Project Awarded July 27, 2015

Completion Date: Summer 2016

Contractor: Work began October 08, 2015. Project 95% complete. Final striping and corrective work remain outstanding.

SC 522 @ Buford Schools Improvement to entrance @ Buford Schools

(Project will be programmed when included in STIP)

Status: Planning Department working with Catawba COG to include project in Long Range Plan, provide ranking and submit for inclusion in STIP. Department will work with COG to determine project scope and budget.

**US 521 @ Andrew Jackson High School Improvement to entrance @ High School
(Project will be programmed when included in STIP)**

Status: Planning Department working with Catawba COG to include project in Long Range Plan, provide ranking and submit for inclusion in STIP. Department will work with COG to determine project scope and budget.

Union County

P028432 (Proj No. 4489430): SC 72 Resurfacing from 0.90 mi SW of S-334 (Glenn Ave) to 0.15 mi E of S-438 (Edwards Rd)

Project Bid Amount: \$1,894,126.43
Status: Project Awarded May 26, 2015
Completion Date: Summer 2016
Contractor: Sloan Construction
Status: Work Began on project October 31, 2015. Full depth patching complete and intermediate surface placed. Final riding surface will be placed after seasonal restrictions are lifted in Spring 2016.

P028467 (Proj No. 4489430): SC 49 Resurfacing from I-26 to US 176

Project Bid Amount: \$3,003,789.89
Status: Project Awarded May 26, 2015
Completion Date: Summer 2016
Contractor: Sloan Construction
Status: Work Began on project in Fall 2015. Full depth patching in progress. Contractor will place intermediate course and pull off project until final riding surface can be placed after seasonal restrictions are lifted in Spring 2016.

York County

P028433 (Proj No. 4689440): S-422 (Green Pond Road) Resurfacing from SC 55 to S-27

Project Bid Amount: \$783,345.49
Status: Project Awarded May 26, 2015
Completion Date: Summer 2016
Contractor: Granite Contracting, LLC
Status: Reclamation and resurfacing will begin in Spring 2016 after seasonal restrictions are lifted.

Debbie Hardin

From: CAR.Governmentaffairs <CAR.Governmentaffairs@twcable.com>
Sent: Friday, December 11, 2015 11:46 AM
Subject: Programming Notice



December 11, 2015

Greetings,

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, WFMY, WCCB (SD & HD), WCCB D2, Azteca America, Youtoo, RFD HD, Gol TV (SD & HD), Pivot, Pivot On Demand, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), NHL Network (SD & HD), ReelzChannel (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950).

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: None at this time

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael J. Smith".

Director, Government Relations



December 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: WLTX (SD & HD), WLTX D2, WLTX D3, WFXB (SD & HD), WFXB D2, WCCB (SD & HD), WCCB D2, WOLO (SD & HD), WOLO D2, WGSA (SD & HD), WGSA D2, WGSA D3, Azteca America, YouToo, RFD HD, Gol TV (SD & HD), Pivot, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), NHL Network (SD & HD), ReelzChannel (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950).

From time to time, Time Warner Cable makes certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after December 15th, we may launch the following multicast stations on Digital Broadcast/Starter TV in the following DMAs: WACH D3 (Columbia DMA), WPDE D3 (Florence-Myrtle Beach DMA), WTGS D3 (Hilton Head, SC).

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

Ben Breazeale
Director of Government Relations
Time Warner Cable, South Carolina

Debbie Hardin

From: CAR.Governmentaffairs <CAR.Governmentaffairs@twcable.com>
Sent: Tuesday, January 05, 2016 11:20 AM
Subject: Programming Notice



January 5, 2016

Greetings,

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: WGG5, Azteca America, Youtoo, RFD HD, Pivot, Pivot On Demand, HBO (SD & HD), HBO West (SD & HD), HBO2 (SD & HD), HBO2 West, HBO Signature (SD & HD), HBO Signature West, HBO Family (SD & HD), HBO Family West, HBO Comedy (SD & HD), HBO Comedy West, HBO Zone (SD & HD), HBO Zone West, HBO Latino (SD & HD), HBO Latino West, HBO On Demand, Cinemax (SD & HD), Cinemax West (SD & HD), MoreMAX (SD & HD), MoreMAX West, ActionMAX (SD & HD), ActionMAX West, ThrillerMAX (SD & HD), ThrillerMAX West, OuterMAX (SD & HD), MaxLatino (SD & HD), 5StarMAX (SD & HD), MovieMAX (SD & HD), Cinemax On Demand, TV One (SD & HD), NHL Network (SD & HD), ReelzChannel (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950).

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: H2 Network may be replaced by Vice Channel on or around February 29, 2016.

On or after March 1st, the following multicast may be added to Digital Broadcast: WCCB Antenna TV channel 1261.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit www.twc.com/programmingnotices.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Smith".

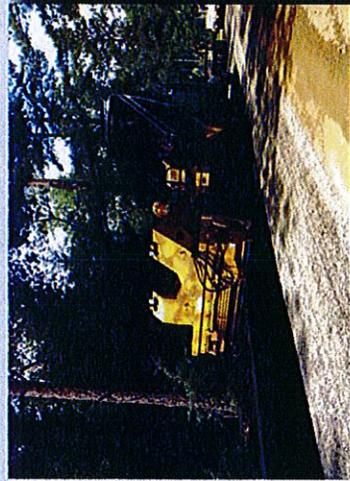
Director, Government Relations

Program	File No.	Route	Name	BMP	EMIP	Length (mi)	Completion Date	Work Complete
2015 NFA Preservation	5484720	S-20	Green Rd	Cedar Creek Rd	End State Maintenance	3.86		5/6/2015
	13.042605	S-50	Grace Ave	0.07 mi E of Victoria St	Chester Hwy	4.19		5/29/2015
2015 NFA Resurfacing	5481950	S-37	Overbrook Rd	0.45 mi N of Duckwood Rd	1.17 mi N of Taxahaw Rd	3.28		7/30/2015
2015 Additional FA Resurfacing	5485560	US 601	Gold Mine Hwy	0.79 mi N of Flat Creek Rd	0.53 mi S of Hoover Rd	1.48		7/31/2015
	2982111	S-158	McIlwain Rd	Fairhill Rd	Suttie Rd	4.09		8/4/2015
2015 FA Preservation	5487100	S-51	Camp Creek Rd	Gills Creek Bridge	0.5 mi E of Rocky River Rd	10.40		8/26/2015
	29.037314AR1	SC 9	Pageland Hwy	Old Camden Monroe Hwy	Chesterfield County Line	1.96		9/16/2015
Enhancement (Heath Springs Skewalk)	29.037314AR1	S-342	Billings/Wayne Rd	Solar Rd	McIlwain Rd	0.52		
		S-342 COM	Billings Dr	Wayne Rd	Springdale Rd	0.76		
		S-635	Crestfield Dr	Hubbard Dr	Kings Circle	0.13		
		S-62	W Hilton St	N Matson St	End State Maintenance	0.49		
		S-796	E Sumter St	S Hart St	N Hampton St	0.14		
		S-904	Catoe St	Locke St	S Hampton St	0.10		
		S-527	S Plantation Rd	Springdale Rd	West St	0.16		
		S-471	Woodland Dr	Laurel Ct	Moose Lodge Rd	0.68		
		S-243	Woodland Dr	Meeting St	Lancaster Bypass	1.01		
		S-243	Woodland Dr	Meeting St	Laurel Ct	0.88		
		S-601	Gold Mine Hwy	0.53 mi S of Hoover Rd	Chesterfield County Line	3.07		
		S-67	Hubbard Dr	Crestfield Dr	Wilson Dr	0.75		
Contract 1	2990990	S-92	Henry Harris Rd	Marvin Rd	Shelley Mullis Rd	2.58	1/15/2016	
	2990990	S-161	Henry Harris Rd	Jim Wilson Rd	Charlotte Hwy	1.65		
Act 98 Bridge Package B	5487000	S-15	Flat Rock Rd over Hanging Rock Creek	Flat Rock Rd	Hampton St	0.20	3/15/2016	
	5490290	S-764	3 C's Rd	NC State Line	Fort Mill Hwy	4.25	4/30/2016	
2016 NFA Preservation	5490310	S-336	Calvin Hall Rd/Elmsbrook Ln	W North Corner Rd	Rock Hill Hwy	1.80	5/31/2016	
2016 NFA Resurfacing	5489220	S-35	Old Hickory Rd	Old Hickory Rd	Charlotte Hwy	2.27	7/31/2016	
		S-125	Steele Hill Rd	Riverside Rd	Meadowbrook Dr	3.44		
Contract 2	2991490	S-56	University Dr	Kershaw Camden Rd	Flat Creek Rd	2.99	7/31/2016	
	2991490	S-172	Bailey Rd	Shiloh Unity Rd	Cane Creek Bridge	1.00		
Contract 3	2991440	S-185	Craig Farm Rd	Potter Rd	Burke Duncan Rd	1.91		
		S-83	Pink Pyley Dr	Taxahaw Rd	0.05 mi E of Pinestraw St	3.91	8/31/2016	
2016 FA Resurfacing	2992020	S-123	Locustwood/Mahaffey Line Dr	Grace Ave	Memorial Park Rd	1.56		
		S-371	University Dr	Charlotte Hwy	Meadowbrook Dr	0.79		
2016 FA Preservation	5402560	S-56	Pink Pyley Dr	Burke Duncan Rd	Rocky River Rd	1.93	11/30/2016	
		S-15	Flat Rock Rd	Spring St	Beecher Horton Rd	1.50		
Design Build E	5484220	US 601	Gold Mine Hwy	Flat Creek Rd	0.79 mi N of Flat Creek Rd	0.79		
		US 601	Gold Mine Hwy	N Hampton St	Tom Gregory Rd	3.63		
Bridge	2985031	SC 9	Pageland Hwy	0.16 mi E of Rocky River Rd	Old Caqmden Monroe Hwy	4.82	11/30/2016	
		SC 9	Pageland Hwy	Colony Rd	0.16 mi W of Rocky River Rd	1.06		
Safety	2991181	SC 9	Chester Hwy over Catawba River	Rock Hill Hwy	Lancaster Bypass	10.01	February '16 Letting	
		SC 200	Monroe Hwy over Cane Creek	Great Falls Hwy	Grace Ave	3.47	March '16 Letting	
Bridge Removal	5491720	S-770	Shop Rd over Hanging Rock Creek	Monroe Hwy	Camp Creek Rd	3.05	April '16 Letting	
		S-29	Riverside Rd	Monroe Hwy		0.50	August '16 Letting	
SC 160 Widening	2985010	SC 160	Overbrook Rd over Lynches Rver	Possum Hollow Rd	York County	2.34		



Lancaster Road Program

As of December 31, 2015



County CTC

COST	ROADS	WORK COMPLETED
\$79,765.00	<ul style="list-style-type: none"> Misc. Dirt Roads Throughout County 	Calcium Chloride
\$698,789.00	<ul style="list-style-type: none"> Fletcher Funderburk Road Legend Road Robert Allen Road Beam Lane Airport Parking Lots 	Reclamation and Paving

SCDOT CTC

COST	ROADS	WORK COMPLETED
\$1,057,977	<ul style="list-style-type: none"> Aviation Boulevard Cedar Terrace Drive N. Ingram Street Mosteller Drive Avant Drive N. Park Road 	Reclamation and Paving

Lancaster Sales Tax Contract #1

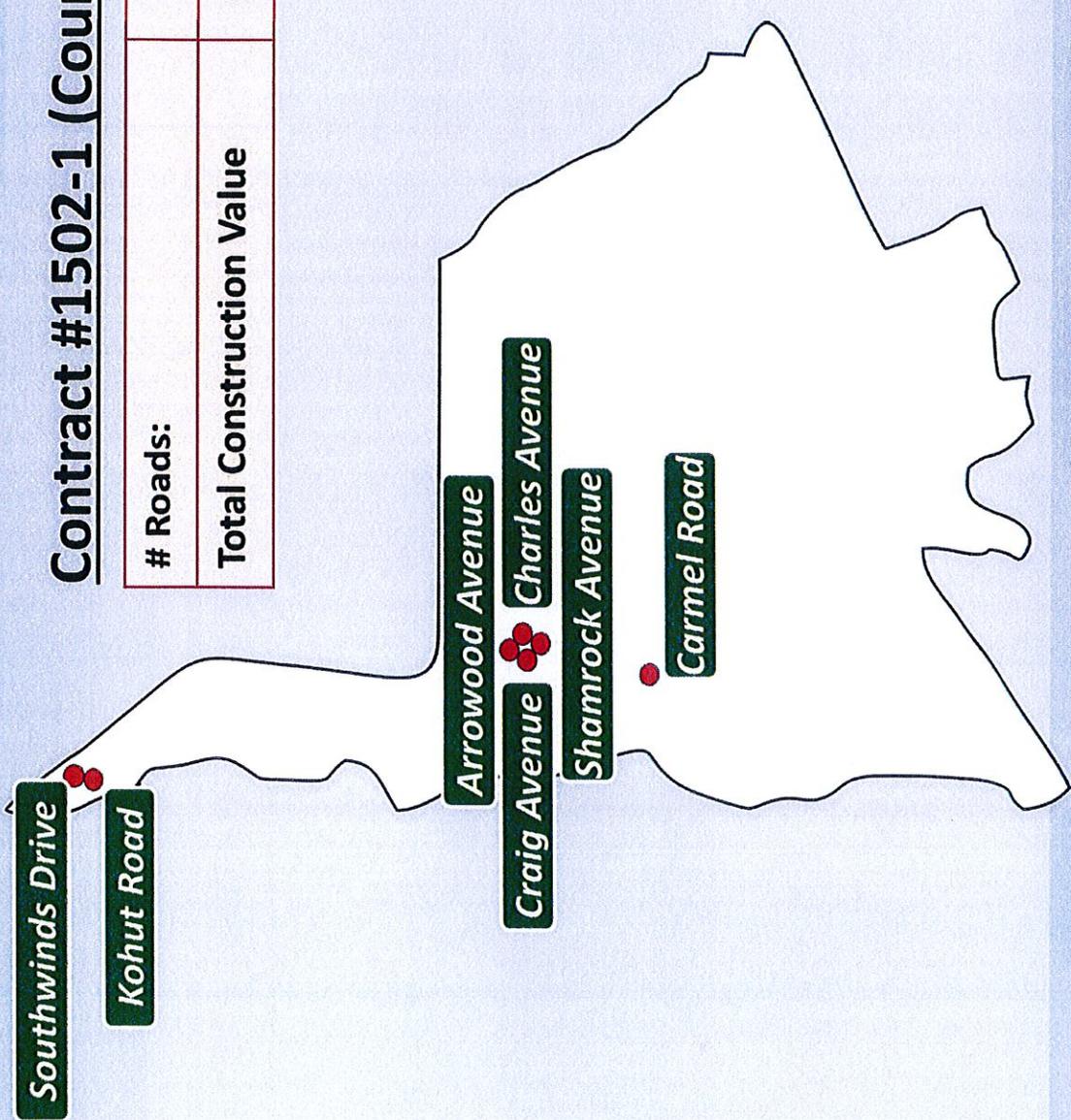
COST	ROADS	WORK COMPLETED
\$73,743	• Southwinds Drive	Pipework

Lancaster Sales Tax Contract #2

COST	ROADS	WORK COMPLETED
\$598,156	• Henry Harris Road	Reclamation and Paving

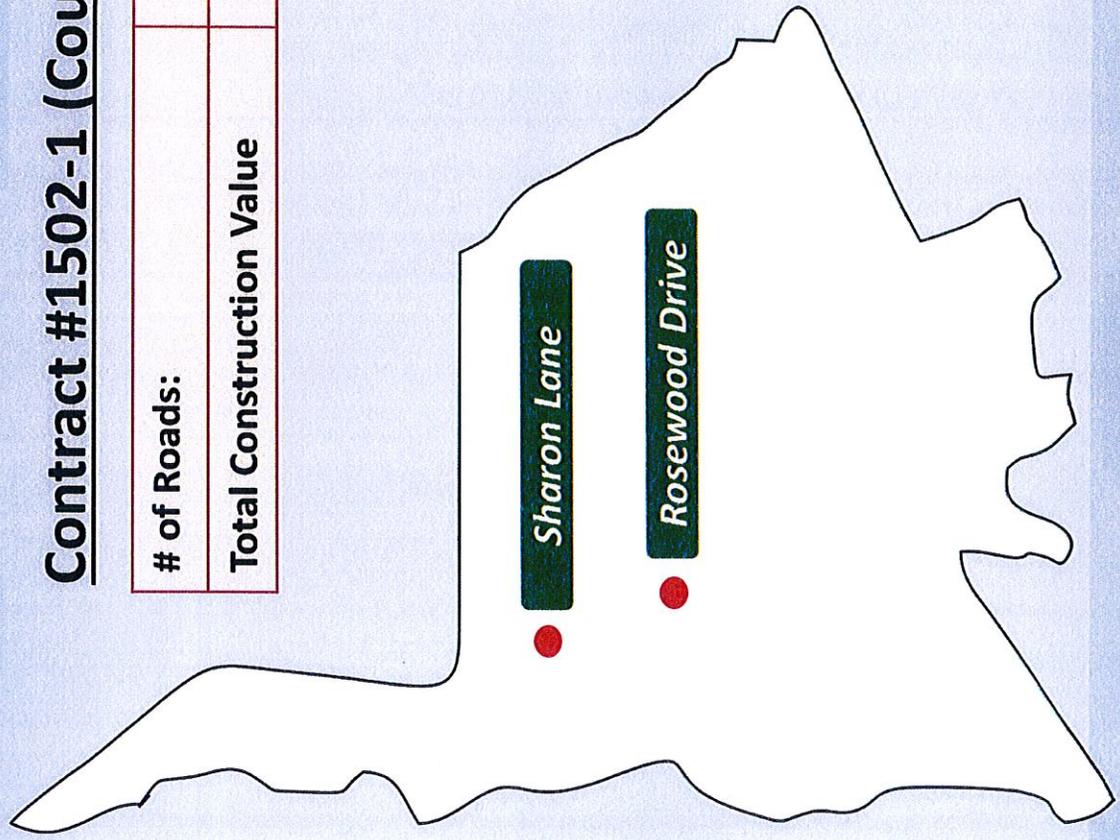
Contract #1502-1 (County Sales Tax)

# Roads:	7
Total Construction Value	\$1,328,957



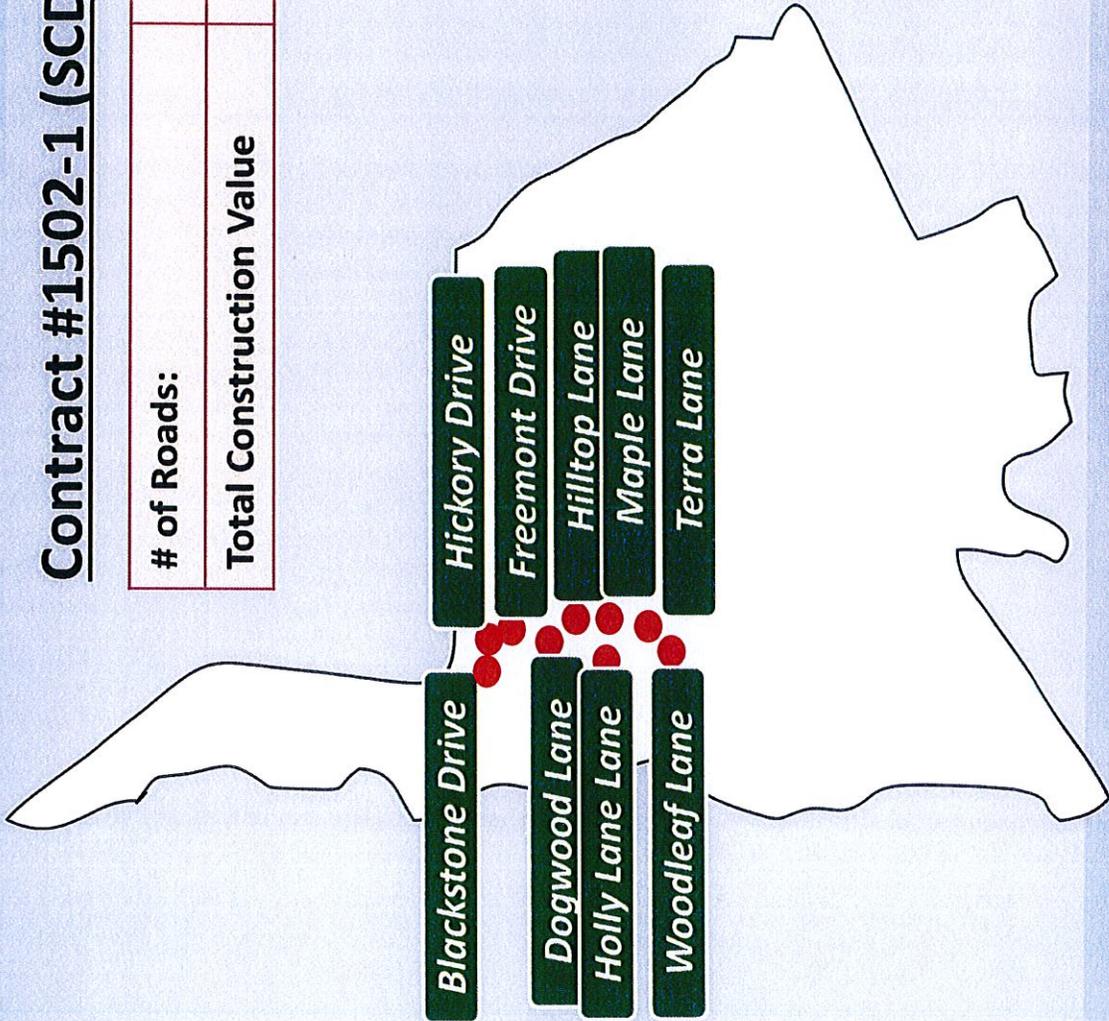
Contract #1502-1 (County CTC)

# of Roads:	2
Total Construction Value	\$125,075



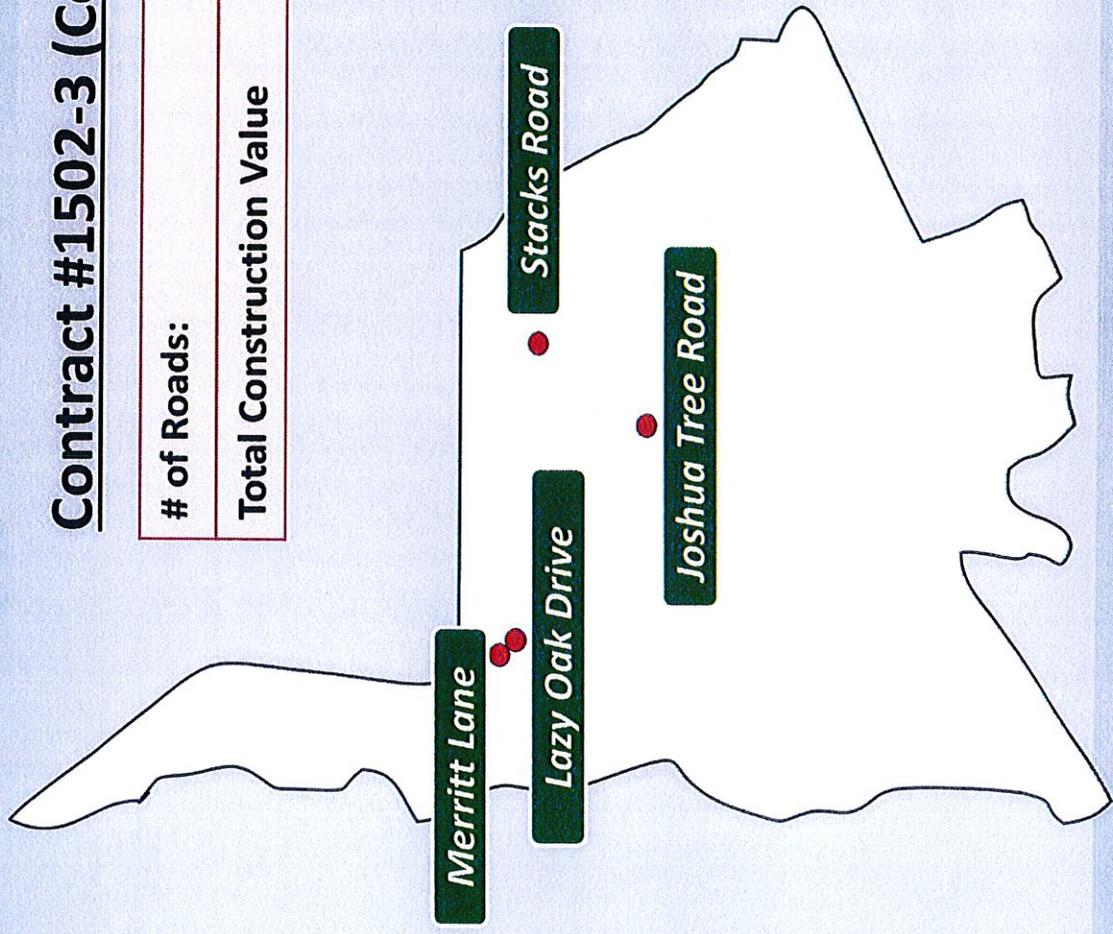
Contract #1502-1 (SCDOT CTC)

# of Roads:	9
Total Construction Value	\$359,314



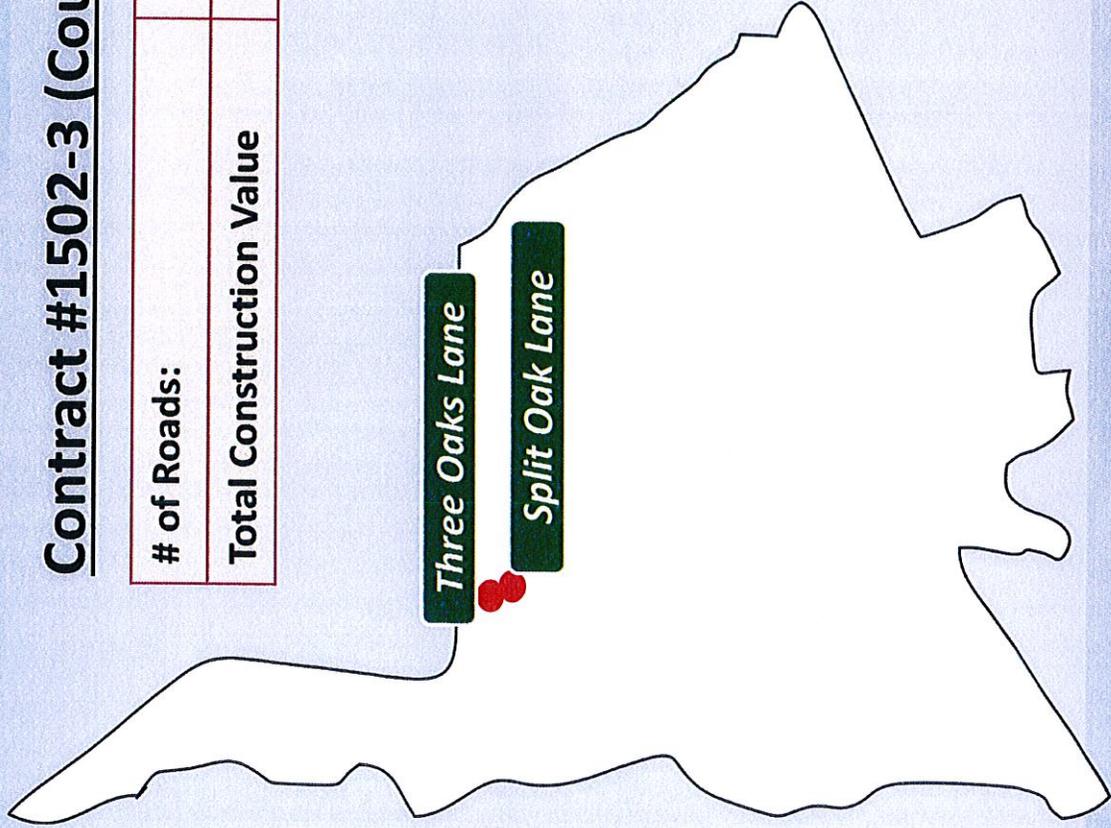
Contract #1502-3 (County Sales Tax)

# of Roads:	4
Total Construction Value	\$1,731,296



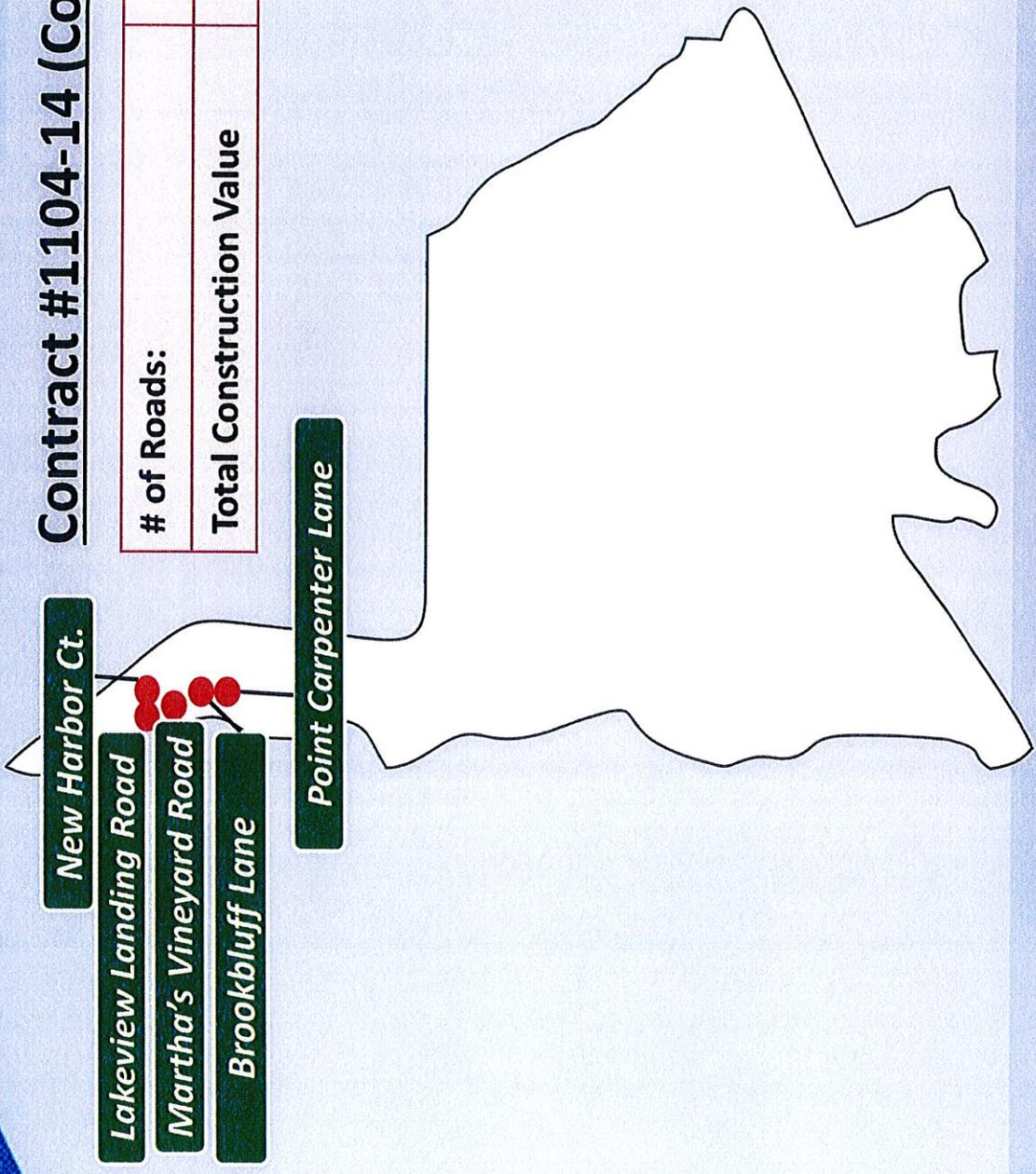
Contract #1502-3 (County CTC)

# of Roads:	2
Total Construction Value	\$41,615



Contract #1104-14 (County CTC)

# of Roads:	5
Total Construction Value	\$387,697



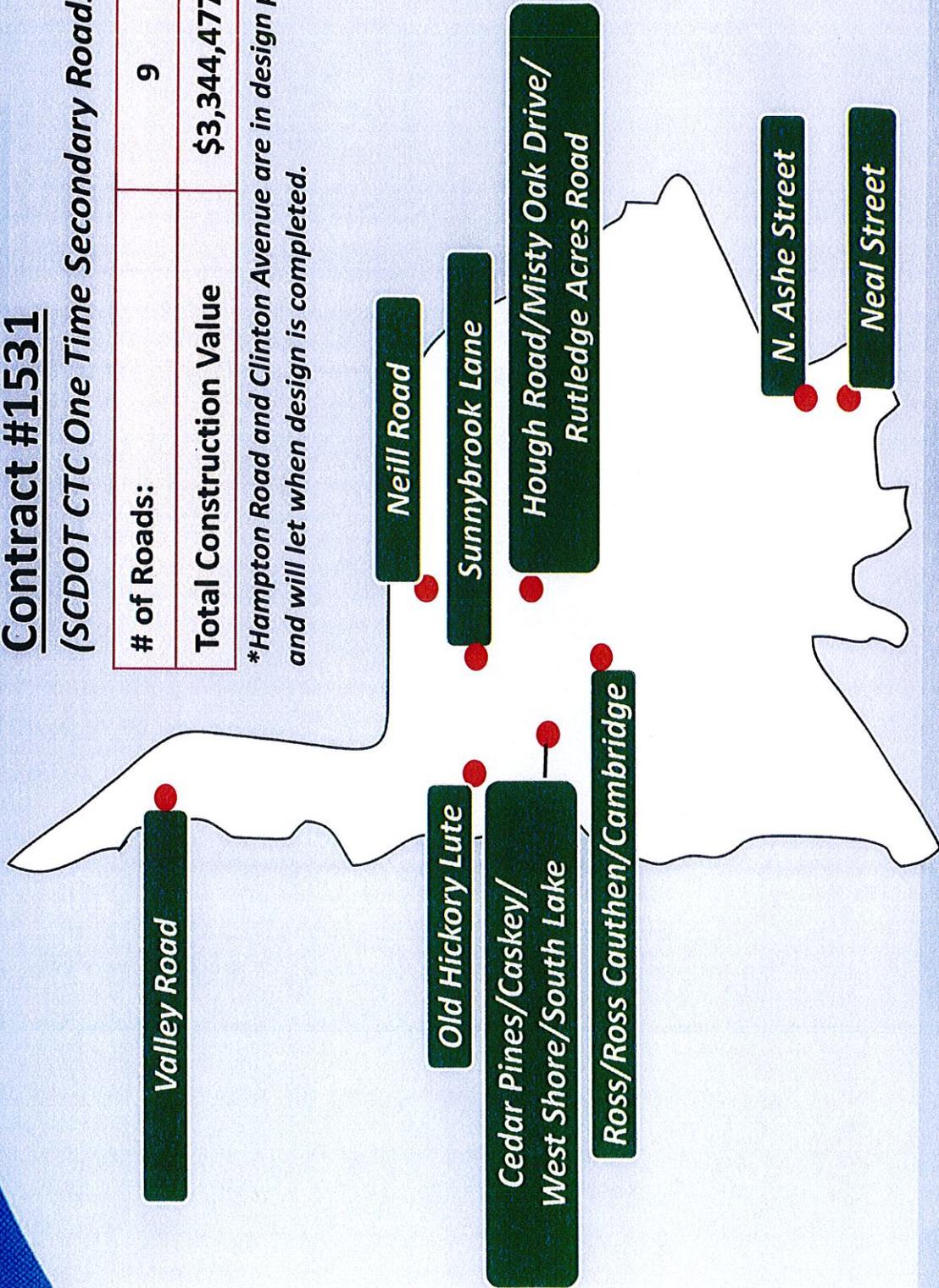
2016 Projected Expenditures Under Contract

Contract #1531

(SCDOT CTC One Time Secondary Roads Money)*

# of Roads:	9
Total Construction Value	\$3,344,477

*Hampton Road and Clinton Avenue are in design phase and will let when design is completed.



Summary of Projected Expenditures Under Contract

Source	Project #	Projected Expenditures
County Sales Tax	1502-1	\$1,328,957
County Sales Tax	1502-3	\$1,731,296
		\$3,060,253
County CTC	1502-1	\$125,075
County CTC	1502-3	\$41,615
County CTC	1104-14	\$387,697
		\$554,387
SCDOT CTC	1502-1	\$359,314
SCDOT CTC One Time Secondary Roads Money	1531	\$3,222,477
		\$3,703,791
		Total \$7,318,431

MEETINGS & FUNCTIONS – 2015

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, January 11 th	6:30 p.m.	Regular Council Meeting
Tuesday, January 12 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, January 12 th	9:30 a.m.	Economic Development Structural Committee Council Conference Room
Tuesday, January 12 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Saturday, January 16 th	3:00 p.m.	Martin Luther King Parade
Monday, January 18 th	CLOSED	County Offices closed in observance of Martin Luther King Day
Thursday, January 21 st	4:30 p.m.	Administration Committee Council Conference Room
Monday, January 25 th	6:30 p.m.	Regular Council Meeting
Monday February 8 th	6:30 p.m.	Regular Council Meeting
Tuesday, February 9 th	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, February 9 th	3:00 p.m.	Infrastructure and Regulation Committee Council Conference Room
Thursday, February 11 th	4:30 p.m.	Administration Committee Council Conference Room
Wednesday, February 17 th Thursday, February 18 th	All Day	SCAC Mid Year Conference SCAC Institute of Government
Monday, February 22 nd	6:30 p.m.	Regular Council Meeting

LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1st Council meeting (most of the time it is the 2nd Tuesday)
8:00 a.m.Public Safety Committee

The Tuesday following the 1st Council meeting (most of the time it is the 2nd Tuesday)
3:00 p.m.Infrastructure and Regulation Committee

The Thursday following the 1st Council meeting (most of the time it is the 2nd Thursday)
4:30 p.m.Administration Committee

1st Thursday of each month.....7:00 p.m.Fire Commission, Covenant Street EOC Building

2nd and 4th Tuesday of each month9:00 a.m.Development Review Committee, Council Chambers

2nd Tuesday of each month.....6:30 p.m.Zoning Appeals Board, County Council Chambers

2nd Tuesday of each month.....6:30 p.m.Recreation Commission, 260 S. Plantation

Last Tuesday of each month (Every other month – Beginning with Feb.) 6:00 p.m. Library Board, Carolinian Room, Library

2nd Wed (Jan/March/May/July/Sept/Nov).....11:45 a.m.Health & Wellness Comm., various locations

2nd Tuesday6:00 p.m.Historical Commission, Library Conference Room

3rd Thursday of each month6:30 p.m.Community Relations Commission, County Council Chambers

1st Thursday of each 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