

# City of Tega Cay, South Carolina

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## **Regular City Council Meeting Agenda**

*Tega Cay Glennon Center - Lower Level  
15077 Molokai Drive, Tega Cay, SC*

### **6:00 P.M. Call to Order, Pledge of Allegiance and Moment of Silence**

#### **1. Joint Public Hearing With The Planning Commission**

A. Rezoning of Tax Map #6440000001 as part of a 100 percent Annexation Petition from RUD (Rural Residential) in the County to RPH (Residential Patio Home) in the City

Documents:

[1A REV. STAFF REPORT-GARDENDALE RD R-PH.PDF](#)  
[1B ANNEXATION PETITION\\_JOINDER AGREEMENT.PDF](#)  
[1C THE VILLAS AT GARDENDALE-ANNEXATION REPORT.PDF](#)  
[1D REZONING APPLICATION.PDF](#)  
[1E TMS 6440000001\\_ZONING MAP.PDF](#)  
[1F SECTION 19-155 AND 156 PATIO HOME DISTRICT.PDF](#)  
[1G TMS 6440000001 PARCEL REPORT.PDF](#)  
[1H THE VILLAS AT GARDENDALE PRELIM SKETCH PLAN.PDF](#)

#### **2. Special Presentations**

##### **2.a. Proclamation Honoring Eagle Scout Nathaniel Shive**

Documents:

[NATHANIEL SHIVE EAGLE SCOUT PROCLAMATION.PDF](#)

##### **2.b. Proclamation Recognizing Lions Club World Sight Day**

Documents:

[PROCLAMATION FOR WORLD SIGHT DAY 2016.PDF](#)

##### **2.c. Proclamation To Commemorate Constitution Week**

Documents:

[PROCLAMATION CONSTITUTION WEEK.PDF](#)

##### **2.d. Proclamation To Recognize Community Planning Month**

Documents:

[PROCLAMATION - COMMUNITY PLANNING MONTH.PDF](#)

#### **3. Executive Session**

Contractual Matters regarding American Tower Consent Agreement

4. Public Comments
5. Approval Of Minutes
6. Unfinished Business
  - 6.a. 2nd Reading Of An Ordinance For The Receipt Of Revenues And The Accounting Of Expenditures For FY 16-17 Budgets

Documents:

[BUDGET ORDINANCE.PDF](#)  
[6A1 EX A 16-17 GENERAL FUND.PDF](#)  
[6A2 EX B 16-17 BEACH SWIM CENTER.PDF](#)  
[6A3 EX C 16-17 UTILITIES.PDF](#)  
[6A4 EX D 16-17 STORM WATER.PDF](#)  
[6A5 EX E 16-17 EVENTS.PDF](#)  
[6A6 EX F 16-17 HTAX.PDF](#)

7. New Business

- 7.a. Planning Commission Recommendation Regarding Rezoning (Item 1)
- 7.b. Introduction And 1st Reading Of An Ordinance To Annex And Zone Tax Map #6440000001 From RUD In County To R-PH In City

Documents:

[ORD \\_\\_ ANNEXATION ORDINANCE\\_THE VILLAS AT GARDENDALE.PDF](#)  
[1B ANNEXATION PETITION\\_JOINDER AGREEMENT.PDF](#)  
[1C THE VILLAS AT GARDENDALE-ANNEXATION REPORT.PDF](#)  
[1D REZONING APPLICATION.PDF](#)  
[1E TMS 6440000001\\_ZONING MAP.PDF](#)  
[1F SECTION 19-155 AND 156 PATIO HOME DISTRICT.PDF](#)  
[1G TMS 6440000001 PARCEL REPORT.PDF](#)  
[1H THE VILLAS AT GARDENDALE PRELIM SKETCH PLAN.PDF](#)  
[1A REV. STAFF REPORT-GARDENDALE RD R-PH.PDF](#)

- 7.c. Introduction And 1st Reading Of An Ordinance To Amend Ordinance 489 FY15-16 General Fund Budget

Documents:

[7C1 ORD TO AMEND GENERAL FUND 2015-2016 BUDGET.PDF](#)  
[7C2 FY 15-16 BUDGET AMENDMENT.PDF](#)

- 7.d. Intergovernmental Agreement To Collect Commercial Storm Water Fees

Documents:

[7D INTERGOVERNMENTAL AGREEMENT FOR STORM WATER COLLECTION.PDF](#)

- 7.e. Amendment To Municipal Court Attorney Agreement For Indigent Defense

Documents:

[AMENDMENT MUNICIPAL PUBLIC DEFENDER AGREEMENT\(6-16-2016\).PDF](#)

7.f. TCVFD Fire Services Agreement

Documents:

[7F TCVFD SERVICES AGREEMENT FINAL 08-30-16.PDF](#)

7.g. TCVFD Lease Agreement

Documents:

[7G TCVFD LEASE AGREEMENT FINAL 8-30-2016.PDF](#)

7.h. American Tower Consent Agreement

8. City Manager's Report

9. Public Comments

10. Council Comments

11. Executive Session

11.a. To Discuss Personnel Matters

12. Adjournment

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**REZONING CASE 2016-07**

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**TO: PLANNING COMMISSION**  
**FROM: PLANNING AND DEVELOPMENT**  
**DATE: TUESDAY, AUGUST 30, 2016**  
**APPLICANT: DEVELOPMENT SOLUTIONS GROUP**  
**REQUEST: TMS # 644-00-00-001- REQUEST TO REZONE APPROXIMATELY  
10.29 ACRES FROM RUD IN THE COUNTY TO R-PH IN THE CITY**

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**Staff Summary:**

The applicant is proposing to annex and rezone approximately 10.29 acres along Gardendale Road as a Residential Patio Home District (R-PH). Total proposed residential density would be a maximum of 2.82 gross units per acre or 29 patio homes. Approximately 2.6 acres (25% of the total acreage) of common open space will be provided. In addition, the developer is proposing to include a formal garden/park area as an amenity.

The intent of the Residential Patio Home district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards rather than multi-family units. Specific development standards are outlined in Section 19-156 of the Zoning Code. The minimum lot size required for a patio home is 6,000 sq. ft. and the minimum lot width is 60 ft. The front setback required is 25 ft., the rear setback is 15 ft. and the side setbacks are 2 ft. on the patio wall side and 10 ft. on the other side. The standards as outlined on the proposed Sketch Plan will meet all standard requirements.

The location of this proposed development was identified in the City's Growth Management Strategic Plan as an important target for annexation. This was due to the proximity of the site to the properties already within the City's boundaries and the potential for a greater level of compatibility with city goals should the property be annexed rather than remain under the County's jurisdiction. Should the City not pursue annexation there could be some negative impact to the City's future growth. Strategic annexation assures that the City has some determination in where and what land uses are appropriate.

The subject property is located in area identified in the 2015-2025 Comprehensive Plan and Future Land Use Map as containing a mix of uses that integrate flexible design standards compatible with the principles outlined in the Plan. It is also generally in the location that has been identified as a future growth area in the Plan. In addition, the Housing element of the 2015-2025 Comprehensive Plan indicates a shortage of transitional or step-down homes for our aging population from large single family homes to smaller homes that require less maintenance. A patio home product will serve to meet this need.

Staff believes that the Annexation and Rezoning is appropriate because 1) it is compatible with the 2015-2025 Comprehensive Plan; 2) the site is located in an area identified for annexation.

**Potential Benefits:**

1. The proposed rezoning and annexation will assist the city in meeting goals outlined in the 2015-2025 Comprehensive Plan.

**Potential Concerns:** There are potential, but minimal concerns regarding additional traffic impacts. However, A Traffic Impact Analysis will not be required due to the number of residential units proposed. The threshold for initiating a TIA is 30 dwelling units.

**Staff Recommendation:** APPROVAL based on the information prepared by staff outlined in this Planning Commission Report.

## Ordinance 77, Section 19.504 PLANNING COMMISSION REPORT

### ***1. Is there a need for the proposed amendment?***

Based on the staff analysis and findings for the planning commission report, the staff has recognized multiple benefits for the rezoning of the site and annexation by meeting a major goal of the of the 2015-2025 Comprehensive Plan.

### ***2. What is the impact of the proposed zoning amendment on the site and surrounding properties?***

The proposed zoning amendment would provide a positive impact to the adjacent and nearby residential developments which have been recently annexed and rezoned to a compatible residential design. In addition, the proposed development will have a positive fiscal impact due to the additional customers on the City's utilities system. The City has previously committed a substantial financial investment in the creation of a Sewer Interceptor Line directly connecting the City to the Rock Hill Manchester Wastewater Treatment Facility. In order to better manage the fixed costs to existing customers, it is essential to increase the number of users.

The additional expenses incurred by the City to adequately service this proposed development will be minimal based on its size and location to areas currently served by the City. The cost-to-serve analysis for this development demonstrates sufficient positive revenues and an actual decrease in the overall cost-to-serve per household for the City.

### ***3. What is the relationship of this request to the official land use development plan?***

The Future Land Use Map of the 2015-2025 Comprehensive Plan calls for mixed residential, recreational and government uses in this area. Annexation and rezoning of this particular property will assist the City in accomplishing the City's goals outlined in the Plan. Therefore, this request **IS CONSISTENT** with the Comprehensive Plan.

### ***4. Is there vacant land currently classified for similar development in the vicinity; and/or are there any special circumstances that may make a substantial part of such vacant land unavailable for development?***

Currently, **THERE ARE** vacant land zoned for similar residential within the vicinity of the subject site. However, these are part of a PDD that has already been approved for development.

### ***5. Are the uses permitted by the proposed change appropriate in the area concerned?***

The uses permitted under the proposed annexation and rezoning **IS APPROPRIATE** for the area due to its location in an area transitioning from traditional residential uses to a more intense residential use as outlined in the Comprehensive Plan.

**6. Are the existing public school facilities adequate and available or can they be provided to serve the needs of the development likely to take place as a result of such change?**

**YES.** The subject property is located adjacent to an existing elementary and middle school complex. The recent FMSD Strategic Plan and School Reassignment was developed using a residential density build-out scenario for the subject property that would be available under the County's Comprehensive Plan. In addition, the developer/builder will be required to pay the FMSD Impact Fee of \$2500 per residential unit. This money is intended for use as capital investment in new facilities.

**7. Are the existing road systems adequate to serve the proposed development or can they be provided to support the demands likely to take place as a result of such change? This may include (but is not limited to) such indicators as: traffic counts, road design and capacity, site plan design, trips generated by the proposed land use, etc.:**

The annexation and development of the subject property will have some effect on Gardendale Road. However, the TIA is currently underway for the previously approved Cadence PDD. Any mitigation established for the traffic imposed by that development should have the effect of nullifying any potential impacts from this patio home development. Completion of a Traffic Impact Analysis will not be required for this development as the number of residential units is less than 30 dwelling units. Therefore, the road system is considered to be **ADEQUATE** at this time.

**8. Are the existing public facilities adequate to serve the proposed development or can they be provided to support the demands likely to take place as a result of such change? This may include (but is not limited to) such indicators as: availability of public water and sewer, whether the proposed change is in accordance with any existing or proposed plans for providing public water and sewer, and does the any existing storm drainage system have capacity to accommodate the proposed use:**

The site is currently served by well and septic but is proposed to be served by Tega Cay Utility Department (TCUD) service lines for water and sewer facilities once annexation is completed. There are available TCUD service lines within close proximity of this site. Therefore, existing public facilities **ARE ADEQUATE.**

**9. What soils exist on the site, and are any of them considered Hydric (wetlands) or Prime?**

The soils present on site are Cecil Clay Loam with red or brown, firm clay subsoil and **IS considered a PRIME soil. Some Hydric** soils have been identified and are associated with the onsite streams. These areas are not proposed for development and will be protected by appropriate buffers.

**10. Have floodplains been identified on the site?**

There are **NO FLOODPLAINS** identified within the proposed development.

**11. Have any historical sites/ endangered species/ abandoned cemeteries located on the site or in the general vicinity been identified?**

**THERE ARE NO** apparent historical sites, endangered species or abandoned cemeteries onsite.

# 100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE CITY OF TEGA CAY:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows:

See Attached Rezoning Plan

The property is designated as follows on the County tax maps:

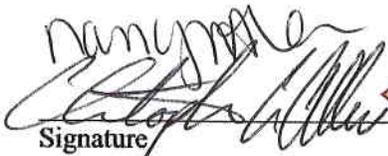
See Attached Rezoning Plan and Joinder Agreements – PIN #'s 644000001

A plat or map of the area should be attached.

See Attached Rezoning Plan

It is requested that the property be zoned as follows: R-PH

SEE ATTACHED JOINDER AGREEMENTS

  1712 Gardendale Rd 7/27/14  
Signature Street Address, City Date  
FOAMILL SC 29708

\_\_\_\_\_  
Signature Street Address, City Date

**For Municipal Use:**

Petition received by \_\_\_\_\_, Date \_\_\_\_\_

Description and Ownership verified by \_\_\_\_\_, Date \_\_\_\_\_

Recommendation \_\_\_\_\_

By: \_\_\_\_\_, Date \_\_\_\_\_

City of Tega Cay – Annexation & Rezoning

**Petitioner Joinder Agreement**

I Christopher L Allen the undersigned, as the owner of the parcel of land located at **1712 Gardendale Road** in **York County**, South Carolina that is designated as Parcel Identification Number **6440000001**, on the York County Tax Map and which is the subject of the attached Annexation Request & Rezoning Submittal to the City of Tega Cay, hereby join and give permission to Development Solutions Group to request Annexation and file this rezoning application and consent to the review of this property by the City of Tega Cay.

This 27 day of July 2016.

By: Nancy M Allen  
Christopher L Allen  
(Owner Signature)



Allen Nancy M & Christopher L

South Carolina  
County of York

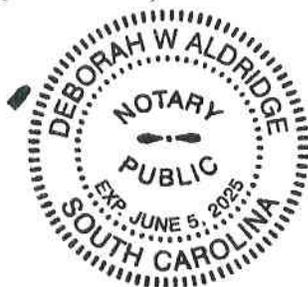
Nancy & Christopher L Allen, appearing before the undersigned  
*Name of Property Owner (printed)*

- Notary and being duly sworn, says that:
1. I am the owner of the property described above.
  2. All statements above are true and correct.

Property Owner's Signature Nancy M Allen Christopher L Allen

Sworn to (or affirmed) and subscribed before me this the 27 day of July, 2016.

(Official Seal)



Deborah W Aldridge  
Official Signature of Notary



Deborah W Aldridge, Notary Public  
*Notary's printed or typed name*

My commission expires: June 5, 2025

**Tega Cay Annexation Report on The Villas at Gardendale**  
(TMS# 644-00-00-001)

Development Solutions Group and the owner of tax numbers 644-00-00-001, did properly petition the City of Tega Cay for incorporation of the above-referenced property into the municipal limits of Tega Cay via the 100% Free-Holder Method for annexation defined in Section 5-3-150 of the South Carolina Code of Laws. This report is compiled and presented to the City Council of the City of Tega Cay to assist in the analysis of this annexation request.

**Property Description**

The property under consideration for annexation consists of approximately 10.29 acres and is located adjacent to the municipal boundary of the City of Tega Cay in the area to be generally described as that which lies to the east of Gardendale Road and is adjacent to City-owned property to the north and is bounded on the east by Gold Hill Middle and Elementary Schools, on the West by the Cadence PDD, and is further depicted on the Boundary Survey and Master Plan attached hereto.

**Current County Zoning for Property:** RUD (Rural Residential Development)

The Rural Development District is intended to protect and preserve areas of the county which are presently rural in character and use. RUD is a zoning classification which permits a development density of 1 residential unit per lot no matter how large the lot is.

**Zoning of Property Adjacent to Proposed Property**

The property adjacent to this site on the North and West was recently annexed and rezoned as part of the Cadence PDD in the City. The property to the South is also zoned RUD (Rural Residential Development) in the County. The property to the East is zoned GI (Government and Institutional) in the City.

**Future Development Projection**

The proposed use for this property if annexed and rezoned would be a Residential Patio Home District (R-PH). Total proposed residential density would be a maximum of 2.82 gross units per acre or 29 patio homes. Approximately 2.6 acres (25% of the total acreage) of common open space will be provided. In addition, the developer is proposing to include a formal garden/park area as an amenity.

The intent of the Residential Patio Home district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards rather than multi-family units. Specific development standards are outlined in Section 19-156 of the Zoning Code. The minimum lot size required for a patio home is 6,000 sq. ft. and the minimum lot width is 60 ft. The front setback required is 25 ft., the rear setback is 15 ft. and the side setbacks are 2 ft. on the patio wall side and 10 ft. on the other side. The standards as outlined on the proposed Sketch Plan will meet all standard requirements.

## Annexation Evaluation Criteria

**1. Does the proposed annexation conform to the current Tega Cay Comprehensive Plan?**

The subject property is located in area identified in the 2015-2025 Comprehensive Plan and Future Land Use Map as containing a mix of uses that integrate flexible design standards compatible with the principles outlined in the Plan. It is also generally in the location that has been identified as a future growth area in the Plan. In addition, the Housing element of the 2015-2025 Comprehensive Plan indicates a shortage of transitional or step-down homes for our aging population from large single family homes to smaller homes that require less maintenance. A patio home product will serve to meet this need.

**2. Does the petition meet the statutory requirements for annexation for the applicable petition method (reference the *S C Code Title 5, Chapter 3*)**

YES.

**3. Does the proposed annexation support efforts to ensure a highly rated local school system? What will be the impact to the capacity of the Fort Mill School District?**

Since the annexation will be primarily a residential venue that traditionally does not attract families with young children, there should little to no impacts on school capacity.

**4. What is the impact to the Tega Cay Parks and Recreation 10 Year Master Plan? How does the proposed annexation meet the objectives of Chapter 5 of the plan? Will the proposed annexation trigger the need for additional capital improvements?**

The proposed development includes amenities as required by the Subdivision and Land Development Code Section 1306.1. Based on the number of dwelling units, the developer will be required to provide only one amenity to be selected from the menu of options outlined in Appendix B of the Code. To that effect, the developer has chosen to include a formal garden/seating area that is compatible with the age- targeting homeowner. In addition, there will be natural open space and land use buffers as well as a landscaped perimeter buffer. There should be no negative impacts in regards to investment in additional capital improvements to meet the recreational needs of the community.

**5. Will the proposed annexation provide pedestrian walkways and trails to provide connectivity throughout the developed areas? Will the walkways and trails provide connectivity to the following as applicable a) the local schools, b) the Nation Ford Greenway system and c) the Baxter Development?**

Discussion has taken place with City Staff, and Planning Commission regarding inclusion of trails designed for future access to the nearby school property and a City-wide trail system through the adjacent Cadence and Serenity Point developments. There will be sidewalks within the development.

**6. What are the results of a comparison between the costs and the benefits of the annexation in regard to city's annual operating and capital expenditures and revenues?**

The proposed development will have a positive fiscal impact for the City due to the additional tax base. Another positive impact is the additional customers on the City's utilities system. Since the property is currently rural and residential in nature there are no public utilities onsite. Development of this site will require a tap on the TCUD system. Additional revenue will be generated by the number of taps and usage fees. Extending the City's infrastructure further along property adjoining Gardendale Road will assist the City in appropriate expansion and upgrade of utilities. The City has previously committed a substantial financial investment in the creation of a Sewer Interceptor Line directly connecting the City to the Rock Hill's Manchester Wastewater Treatment Facility. In order to better manage the fixed costs to existing customers, it is essential to increase the number of users.

The additional expenses incurred by the City to adequately service this proposed development will be minimal based on its size and location to areas currently served by the City. The cost-to-serve analysis for this development demonstrates sufficient positive revenues and an actual decrease in the overall cost-to-serve per household for the City. Please see the attached.

Therefore it is staff's determination that the risks are negligible compared to the potential benefits to be derived from the proposed annexation.

**7. Are there any financial considerations by the City to be applied as part of the proposed annexation?**

Not at this time.

**8. Will the proposed annexation continue to allow the Tega Cay Utilities Department (TCUD) to operate as a self-supporting business enterprise?**

As outlined earlier, connection to the TCUD system will allow the expansion of services to serve the entire watershed basin.

**9. What is the impact of the proposed annexation on existing water supply system facilities and services?**

As stated earlier, connection to the TCUD system will allow the appropriate expansion of service. The availability and capacity of City lines within the nearby vicinity of the site are more than adequate for the proposed development.

**10. What is the impact of the proposed annexation on existing sewer system facilities and services?**

Same as above.

**11. What is the impact of the proposed annexation on existing solid waste disposal?**

There would be no immediate impact until the development has reached the dwelling unit sale stage.

**12. What is the impact of the proposed annexation on existing police protection services and facilities? Is there a need for a crime statistics analysis?**

There should be no new immediately added expenses or necessary studies since the subject property is within the current Police and Fire service area based on jurisdictional agreements with York County. Based on the relatively small size of the overall development and its location in regards to the City's current jurisdictional limits, there will be no added impact to Police and Fire services created by this development.

**13. What is the impact of the proposed annexation on existing fire protection services and facilities?**

Same as above.

**14. What is the impact of the proposed annexation on road infrastructure and utilities? Is there a need for a traffic study?**

The subject property is located on Gardendale Road which is a state-maintained thoroughfare meeting appropriate Levels-of-Service. No Traffic Impact Analysis (TIA) is required due to the current threshold of dwellings proposed and is being completed for the proposed development. However, any improvements required for the Cadence PDD should assist with any impacts from this development. In addition, staff has requested that improvements to both Gardendale and Dam Roads be placed on the RFATS (Rock Hill Fort Mill Area Transportation Study) Long Range Transportation Plan for Road Improvements.

**15. Are there special circumstances involved such as failing septic systems, underground storage tanks, contaminated wells, the delineation of wetlands, previous uses of the land, etc. Is there a need for a ASTM Phase I environmental study (ASTM E1527-00)?**

NO.

**16. Will the proposed annexation adopt policies that protect the water quality of Lake Wylie?**

This question is not applicable to this annexation proposal.

**17. Does the proposed annexation provide provisions for the preservation and/or restoration of natural, cultural or historic areas and/or structures?**

As stated earlier, the proposed development contains the required preservation of open space. In addition, there will be no development of the property located adjacent to the onsite streams which will be protected by appropriate buffers.

**18. What is the impact from not annexing the property into the city? If applicable, when the proposed development occurs outside of the city, what will be the resultant impact to the city?**

Should the City not pursue annexation there could be negative impact to the City's future growth. Annexations are critical to the City of Tega Cay in planning for our future. It is important for the City to respond to pressures of growth by ensuring urban development is comprehensively planned, serviced, and appropriately located. Strategic annexation assures that the City has some determination in where and what land uses are appropriate. By not annexing, the City's ability to control appropriate land uses, densities,

preservation of natural lands would be very limited. In order for the City to provide services as efficiently as possible the City has identified logical areas for future growth, development and provision of services, including the subject property. The most effective way for the City to manage growth is to annex the area into the City.

**19. Is the location of the proposed annexation strategic?**

As stated earlier, strategic annexation assures that the City has some determination in where and what land uses are appropriate. The City has developed a Growth Management Strategy which includes prioritized properties targeted for annexation. The subject property is included on the priority list.

**20. Are there any other extenuating circumstances or factors which enhance or diminish the proposed annexation?**

No.



## TEGA CAY REZONING APPLICATION

### GENERAL INFORMATION

APPLICANT'S NAME: Development Solutions Group, Attn: Mr. Kent Olson

ADDRESS: 11121 Carmel Commons Blvd, Suite 360, Charlotte NC 28226

NUMBER STREET CITY STATE ZIP CODE

PHONE: 704.543.0760

WORK HOME MOBILE

EMAIL: kent@developmentsolutionsgroup.com

PROPERTY OWNER'S NAME: Nancy M Allen & Christopher L

ADDRESS: 1712 Gardendale Road, Fort Mill, SC 29708

NUMBER STREET CITY STATE ZIP CODE

PHONE: \_\_\_\_\_

WORK HOME MOBILE

EMAIL: \_\_\_\_\_

### PROPERTY INFORMATION

PROPERTY ADDRESS: 1712 Gardendale Road

PROPERTY TAX MAP #: 6440000001 PLAT: PLEASE ATTACH TO APPLICATION

LOT AREA: ACRES: +/-10.29 Acres DEED: PLEASE ATTACH TO APPLICATION

ZONING: CURRENT: RUD (York County) PROPOSED: R-PH (Tega Cay)

COMPREHENSIVE PLAN LAND USE DESIGNATION: Residential

CURRENT USE OF PROPERTY: Single Family Residence

ELECTRIC: York Electric WATER: Tega Cay SEWER: Tega Cay

## RELEVANT FACTORS PERTAINING TO THE REZONING

A Zoning Map Amendment may be initiated by the Tega Cay City Council, Planning Commission, Zoning Administrator, or any corporation, individual, or agency. (Ordinance 77, Article XV Section 19-501). The Planning Commission makes recommendations that are evaluated along with the request by County Council based on the following questions (Ordinance 77, Article XV Section 19-504). Please complete the questions with the facts you intend to present in order to justify this rezoning.

1. I (we) are making application for rezoning in order to (please select):

implement the Comprehensive Land Use Plan

correct an original mistake or manifest error in the regulations or map

recognize substantial changes or changing conditions in a particular location

Please justify your reasoning and the need for the proposed amendment:

\_\_\_\_\_  
The proposed rezoning and annexation is being requested to allow for the development of a  
\_\_\_\_\_  
master planned community consistent with the standards of the R-PH zoning district  
\_\_\_\_\_

2. Please explain how this request is consistent with the Comprehensive Land Use Plan:

\_\_\_\_\_  
This request is consistent with the Comprehensive Land Use Plan because it proposes  
\_\_\_\_\_  
to expand single-family owner occupied homes as encouraged in item 6A of the Comp.  
\_\_\_\_\_  
Plan while protecting environmentally sensitive areas and open space.  
\_\_\_\_\_

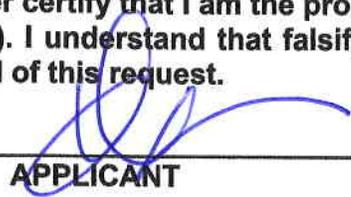
3. What will be the impact of this amendment on surrounding properties:

\_\_\_\_\_  
The proposed amendment is consistent with surrounding land uses and follows the  
\_\_\_\_\_  
current development pattern of the adjoining single-family residential communities  
\_\_\_\_\_  
in the Gardendale Road/Dam Road area.  
\_\_\_\_\_

4. Additional documents relevant to this petition are submitted as follows:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
APPLICANT

7/28/16  
\_\_\_\_\_  
DATE

SIGN HERE

I (we) certify that I (we) are the owners of the property involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning application.

See Attached Joinder Agreement

\_\_\_\_\_  
PROPERTY OWNER (S)

\_\_\_\_\_  
DATE

I certify that any relevant restrictive covenants will be adhered to concerning this rezoning request. To assist verification, I have attached the relevant restrictive covenant information.

  
\_\_\_\_\_  
APPLICANT

7/28/16  
\_\_\_\_\_  
DATE

SIGN HERE

**\*ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.**

OFFICE USE ONLY

AMOUNT PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH AMOUNT: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

PLANNING COMMISSION MEETING DATE: \_\_\_\_\_

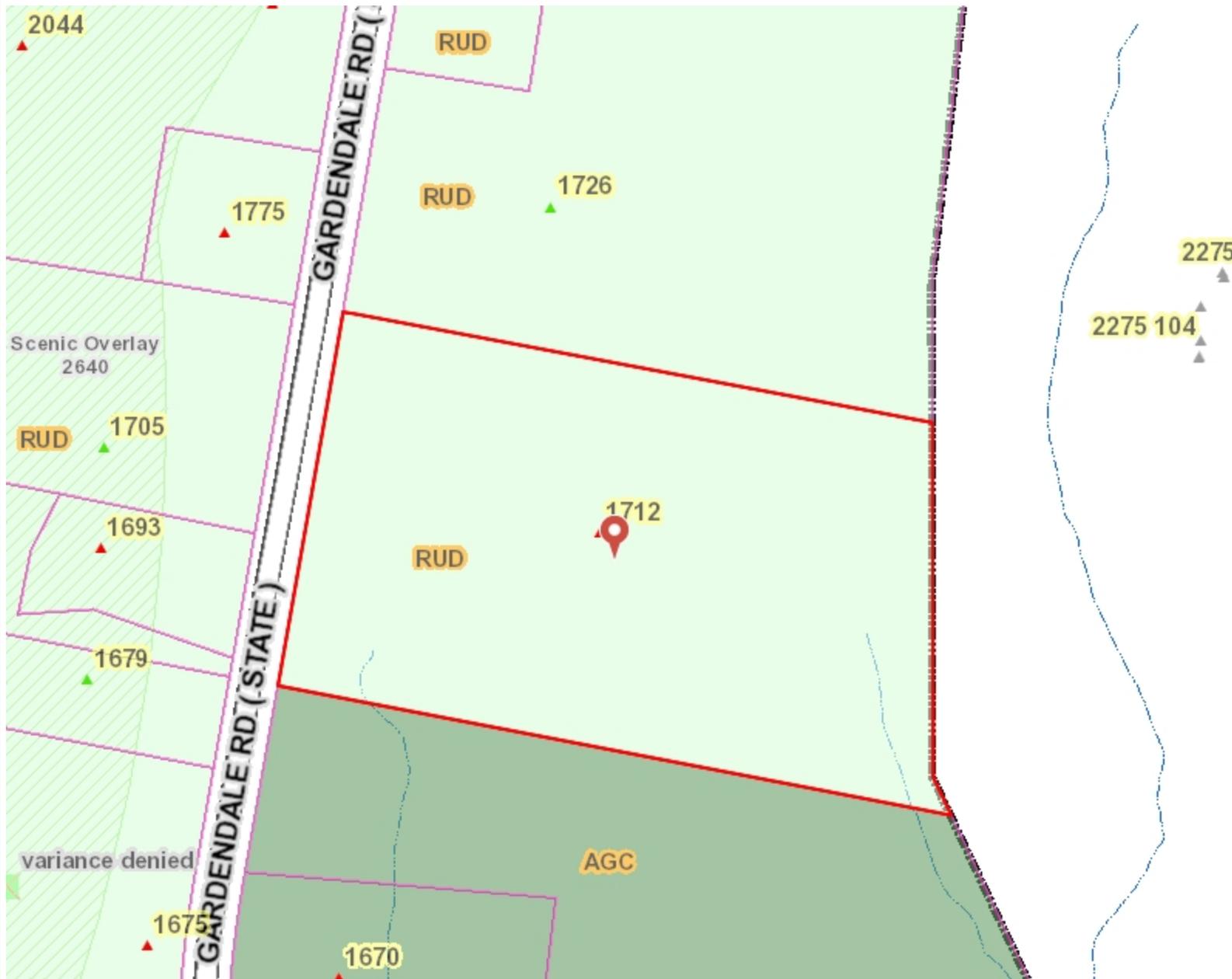
PUBLIC HEARING CITY COUNCIL/PLANNING COMMISSION DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

ZONING OFFICIAL

DATE





**Legend**

- Conditional Zoning
- Address**
- Occupied
- AGC-I
- Meter
- BD-I
- Vacant
- BD-III
- F

1:2,400



**Notes**

Zoning Map



**SECTION 19-155 - PATIO HOUSE DISTRICT**

**(A) Definition.** A patio house is a single family detached unit whose dwelling is separated from the adjacent wall by a wall located on the side lot line, thus creating a private yard or patio area between two side walls.

**(B) Intent.** The intent of this district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards on lots designated primarily to accommodate multi-family dwelling units.

**SECTION 19-156 - REQUIREMENTS FOR PATIO HOUSES**

Subject to the provisions of Ordinance 50 and other provisions of this ordinance not excepted below, every lot in a Patio House District is subject to the following provisions:

(1) The maximum on-lot impervious surfaces ratio shall be:

		Number of bedrooms		
		1	2	3
One Story	42%	48%	50%	
Two Story	30%	32%	33%	

(2) The maximum floor area ratio of structure to lot shall be:

		Number of bedrooms		
		1	2	3
One Story	.39	.37	.33	
Two Story	.47	.38	.40	

(3) The minimum square footage of patio area shall be:

One bedroom	700
Two bedroom	750
Three bedroom	800

(4) The minimum patio area width shall be 25 feet.

(5) All living spaces, such as, living rooms, dens and bedrooms shall face the patio area/yard.

(6) Each patio house shall be located, designed and constructed such that the homeowner's privacy is enhanced.

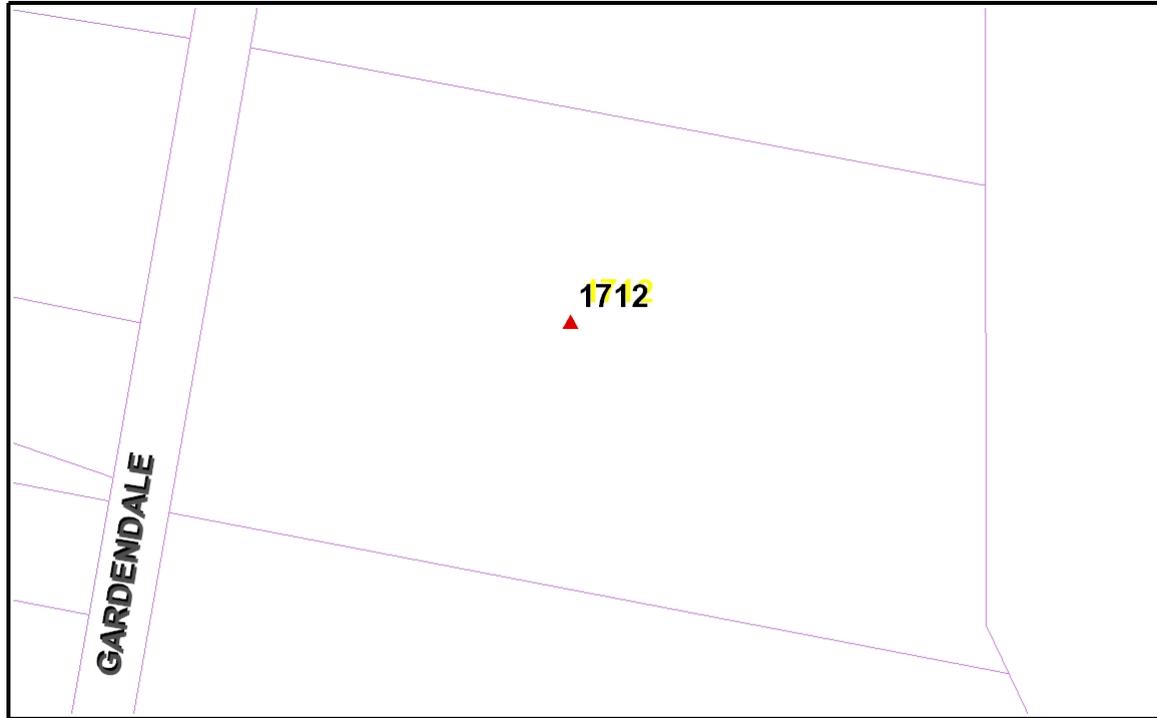
(7) Patio/side and rear privacy walls may be seven feet high.

- (8) As an appurtenance to each patio house and lot, there shall be a maintenance and repair easement opposite the boundary line along which the patio wall is constructed extending ten feet from such boundary line over the adjoining lot.
- (9) As a further appurtenance to each patio house and lot, there shall be an easement upon the adjoining lot for encroachment of the patio wall due to settling or shifting.
- (10) The provisions of Section 19-183 (B), (C) and (D) shall not apply to lots and dwellings in a Patio House District.

Parcel Number: 6440000001  
 Lot #:

# York County Government, SC Property Report

Report generated 7/29/2016 11:18:34 AM



Taxlot in the center

## Property Information

<b>Parcel Number:</b>	6440000001	<b>Land Value:</b>	\$257,300
<b>Total Lots:</b>	0	<b>Sales Price:</b>	\$211,000
<b>Total Acres:</b>	10.29	<b>Sales Date:</b>	12 / 27 / 2002
<b>Deed Book/Page:</b>	4887 / 253	<b>School District:</b>	4
<b>Plat Book/Page:</b>	E102 / 10	<b>Municipality:</b>	
<b>Owner(s):</b>	ALLEN NANCY M & CHRISTOPHER L		
<b>Mailing Address:</b>	1712 GARDENDALE RD, FORT MILL SC, 29715		
<b>Previous Grantor:</b>	ALLEN JAMES HAROLD		
<b>Property Location:</b>	10.29 AC / GARDENDALE RD		

## Assessment

<b>Total Assessed Value:</b>	\$4,249	<b>Total Market Value:</b>	\$337,800
<b>Total Tax Value:</b>	\$106,229	<b>Building Value:</b>	\$80,500

### Buildings Without Land

### Site Address(es)

Tax ID	Owner	Mailing Address	Site Address	Type	Unit	Census Tract	County Council	School District	Water District	Electric District	Fire District	County Zoning	Road Owner
			1712 GARDENDALE RD			061003	1	4	RIVERVIEW	York Electric	Riverview	RUD	SDOT



**PROCLAMATION  
RECOGNIZING EAGLE SCOUT  
NATHANIAL JOHN-ROBERT SHIVE**

**WHEREAS**, Nathaniel Shive has proven himself to be an outstanding member of the Boy Scouts of America, and

**WHEREAS**, it takes many years of dedication and commitment to achieve Eagle Scout rank, and

**WHEREAS**, Eagle Scouts act as leaders and role models in the community, and

**WHEREAS**, the Eagle Scout rank is a distinction that will follow him throughout life and will be a beacon to others of the leadership quality and commitment this young man has shown, and

**WHEREAS**, his project included the refurbishment of the picnic pavilion at his church, Faith Assembly of Rock Hill.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mayor and Council of the City of Tega Cay do hereby congratulate and recognize Nathaniel John-Robert Shive for his achievement toward the rank of Eagle Scout. We are proud to have him as a member of our community.

Signed this 19<sup>th</sup> day of September, 2016.

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George C. Sheppard, Mayor  
City of Tega Cay, South Carolina

## PROCLAMATION RECOGNIZING LIONS CLUB WORLD SIGHT DAY

**WHEREAS**, the World Health Organization has estimated that the number of blind people in the world could double in the next 25 years and the Lions World Sight Day aims to heighten awareness and education about sight preservation and preventable blindness; and

**WHEREAS**, on "Lions World Sight Day," which is October 13, 2016, the Tega Cay Lions will work in unison with Lions Clubs around the world to educate millions of people on the importance of proper eye health care; and

**WHEREAS**, the Tega Cay Lions last year collected almost 3,000 pairs of eyeglasses to be repurposed and have helped several needy adults to receive eye exams and glasses. The Tega Cay Lions last year screened about 3,000 local children with their PediaVision instrument, detecting about 250 with sight problems; and

**WHEREAS**, Lions World Sight Day is a global vision initiative sponsored by Lions Clubs International and held annually on the second Thursday of October in an effort to raise awareness about sight-related issues.

**NOW, THEREFORE**, the Mayor and Council of the City of Tega Cay hereby proclaim October 9, 2015 as Lions World Sight Day in the City of Tega Cay.

Signed this 19<sup>th</sup> day of September, 2016.

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George C. Sheppard, Mayor  
City of Tega Cay, South Carolina

## PROCLAMATION FOR CONSTITUTION WEEK

**WHEREAS**, September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and Council of the City of Tega Cay, South Carolina, that the week of September 17 through 23 to be:

### CONSTITUTION WEEK

**AND** ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Signed this 19<sup>th</sup> Day of September, 2016.

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George C. Sheppard, Mayor  
City of Tega Cay, South Carolina

## COMMUNITY PLANNING MONTH PROCLAMATION

**WHEREAS**, change is constant and affects all cities, towns, counties, communities, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS**, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment. The celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the planning commissions and other citizen planners who have contributed their time and expertise to the improvement of Tega Cay, South Carolina; and

**WHEREAS**, we recognize the many valuable contributions made by professional community and regional planners of Tega Cay, York County and the state of South Carolina and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE**, the Mayor and Council of the City of Tega Cay hereby proclaim Community Planning Month in the City of Tega Cay in conjunction with the celebration of National Community Planning Month.

Signed this 19<sup>th</sup> day of September, 2016.

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George C. Sheppard, Mayor  
City of Tega Cay, South Carolina

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF YORK ) ORDINANCE \_\_  
 )  
 CITY OF TEGA CAY )

**AN ORDINANCE TO PROVIDE FOR THE BUDGETS OF THE CITY OF TEGA CAY FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, TO PROVIDE FOR THE RECEIPT AND EXPENDITURE OF FUNDS, AND OTHER MATTERS RELATED HERETO.**

**BE IT ORDAINED** by the Mayor and City Council of the City of Tega Cay duly assembled:

**SECTION 1-** That this Ordinance is being adopted in order to effect proper compliance with the provisions of the Home Rule Act of 1975, now South Carolina Code of Laws for 1976, and the City of Tega Cay’s Code of Laws Section 2-273.

**SECTION 2-** That this Ordinance was adopted by the City of Tega Cay Council by a positive majority vote.

**SECTION 3-** That this Ordinance is enacted in order to comply with Section 6-1-230 of the South Carolina Code, 1976 (as amended), following public notice of a public hearing held on August 15, 2016, at 6:00 p.m. in the City of Tega Cay Council Chambers with public input duly noted.

**SECTION 4-** That the proposed budgets with proposed estimated revenues for payment thereof, as prepared and as contained in and shown by an archived copy on file in the office of the Municipal Clerk, and available for public inspection, which copy is incorporated herein by reference, is hereby adopted and made part of hereof. The budgets as shown therein are balanced as to receipts and disbursements in the total sums of:

General Fund	\$ 8,494,505	(Exhibit A)
Beach & Swim Center	\$ 201,205	(Exhibit B)
Utilities (TCUD)	\$ 4,322,822	(Exhibit C)
Storm Water	\$ 480,000	(Exhibit D)
Events & Tourism	\$ 73,070	(Exhibit E)
Hospitality Tax	\$ 165,000	(Exhibit F)

**SECTION 5-** That for the fiscal year 2016-2017, a tax of 89 mills (\$0.89 per \$1,000) upon every dollar of the value of all taxable property, real and personal, within the corporate limits of the City of Tega Cay be and the same is hereby imposed and levied for the purposes of: (1) defraying the ordinance current expenses of the government of the City of Tega Cay for the year 2016/2017; (2) paying the floating indebtedness of said City, if any, during the year of 2016/2017; (3) paying interest on the bonded indebtedness of the City of Tega Cay, past due or that may become due during the year 2016/2017; and (4) paying bonds maturing in the year 2016/2017; provided, however, that, pursuant to the provisions of SC Code of 1976, Section 12-37-2640, the millage applied by the County Auditor in calculating taxes of motor vehicles licensed during 2016-2017 shall be the millage applicable to other taxable property within the City (i.e., .89 mills).

**SECTION 6-** Pursuant to South Carolina Code, the Tega Cay Utility Department, the Tega Cay Beach & Swim Center and the Tega Cay Storm Water Department will continue to assess customers or members of the respective departments service charges and fees necessary to support the operations and development needs as prescribed by City Council and City staff. Such service charges and fees are included with their budgets as

attached hereto.

**SECTION 7-** That to facilitate operations, there shall be established and maintained a General Fund, Enterprise Funds and other appropriate funds, in such amounts as are provided for in the budgets aforesaid, as hereby adopted or as hereafter modified pursuant to law.

**SECTION 8-** Billings for the Tega Cay Utility Department will be mailed monthly and shall be due by the date as prescribed on the bill. If not paid by the due date, a 1.5% penalty will be applied to the unpaid balance. Unless other arrangements have been made with the City of Tega Cay Utility Department, all accounts with an unpaid balance may be subject to an interruption of TCUD services. Restoration of services following such interruption shall require payment in full of all account balances as well as payment of a fifty dollar (\$50.00) reconnection fee. Upon the receipt by TCUD of any payment, the TCUD charges and fees shall be satisfied in the following order:

- 1) Outstanding Penalties/ Returned Check Charges /Reconnection Fees
- 2) Current Penalties
- 3) Outstanding Sewer Service Charges
- 4) Current Sewer Service Charges
- 5) Outstanding Water Service Charges
- 6) Current Water Service Charges

**SECTION 9-** That the City Manager is hereby authorized to transfer any sum from one budget line item to another, or from one department or division to another department or division; provided, however, that no such transfer shall (a) be made from one fund to another fund established pursuant to Section (4) above, (b) conflict with any existing Bond Ordinance, or (c) conflict with any previously adopted policy of the City Council. Any change in the budget which would increase or decrease the total of all authorized expenditures must be approved by City Council.

**SECTION 10-** The City Manager is hereby authorized to undertake any actions or approvals required or permitted to be undertaken by the City in connection with: (i) That is any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by valid judgment or decree of any Court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance, which remaining parts shall be considered as severable and shall continue in full force and effect.

**SECTION 10-** That this ordinance shall take effect, following its first and second reading and adoption, in the manner required by law, effective as of and from October 1, 2016, and shall continue in effect during the next twelve (12) months of the fiscal year 2016/2017.

**FIRST READING:** August 11, 2016  
**SECOND READING:** September 19, 2016  
**PUBLIC HEARING:** August 11, 2016

*Enacted this \_\_ day of \_\_\_\_\_, 2016, by a majority vote of the duly elected City Council of the City of Tega Cay, South Carolina.*

*[Signature Page to Follow]*

**SIGNED:**

**CITY OF TEGA CAY**

\_\_\_\_\_  
George C. Sheppard, Mayor

[SEAL]

\_\_\_\_\_  
David L. O'Neal, Mayor Pro Tempore

\_\_\_\_\_  
Dottie Hersey, Council Member

**ATTEST:**

\_\_\_\_\_  
Ryan Richard, Council Member

\_\_\_\_\_  
Charlie Funderburk, City Manager

\_\_\_\_\_  
Jennifer Stalford, Council Member

*Certificate of Adoption*

*I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the \_\_\_\_ day of \_\_\_\_\_, 2016.*

*Sylvia Szymanski*

\_\_\_\_\_  
*Municipal Clerk*



## FY 2016-2017 General Fund Budget

REVENUES			
Taxes			FY16-17
10	3000-2009	Delinquent Taxes	10,000
10	3000-2010	Current Property Taxes	4,085,825
10	3000-3500	Penalty Revenue	7,500
10	3000-4000	Automobile Tax Revenue	691,311
<b>Total Tax Revenue</b>			<b>4,794,636</b>
Licenses, Fines & Fees			
10	3000-3200	Franchise Fees	486,761
10	3000-4500	Court, Fines and Fees	120,500
10	3000-5000	Building Inspect & Permit Fees	1,058,000
10	3000-8500	Business License Revenue	1,312,000
<b>Total Licenses, Fines &amp; Fees Revenue</b>			<b>2,977,261</b>
10	3000-6000	State Shared Revenue	164,396
Recreation			
10	3000-7000	Recreation Revenue	250,000
10	3000-7002	York County Recreation	143,452
10	3000-7003	Dog Tags/Passes	-
10	3000-7004	Sponsorships	10,000
10	3000-7005	Park Rental Revenue	3,000
10	3000-7006	Concession Revenue	500
<b>Total Recreation Revenue</b>			<b>406,952</b>
Other Revenue			
10	3000-5500	Interest Earnings	2,000
10	3000-7100	Contributions/Donations	-
10	3000-7400	Transfer from Beach Club	8,288
10	3000-7500	Other Revenue	2,000
10	3000-7600	Waste Mgmt. Fees	1,500
10	3000-8000	Cell Tower Rental	41,982
10	3000-9010	Contingent C-Fund Proceed	
10	3000-9220	Police Bldg Rental	7,200
10	3000-9225	Glennon Center Rental	2,000
10	3000-9413	Boat Storage Rental	40,000
10	3000-9419	Resource Officer-Reimburse	38,790
10	3000-9600	Sale of Fixed Assets	5,000
10	3000-9621	Parking Tickets	2,500
<b>Total Other Revenue</b>			<b>151,260</b>
<b>TOTAL GENERAL FUND REVENUE</b>			<b>8,494,505</b>



## FY 2016-2017 General Fund Budget

EXPENSES			
MUNICIPAL COUNCIL EXPENSES			FY16-17
10	4111-0100	Salaries and Wages	20,400
10	4111-0500	FICA	1,561
10	4111-0600	State Retirement	0
10	4111-0800	Unemployment	0
10	4111-0900	Workers Compensation	150
10	4111-2500	Election Expense	0
10	4111-2900	Other Expenses	0
10	4111-3100	Travel & Training	8,000
10	4111-3500	Meeting Expense	7,500
10	4111-3512	Flowers	750
10	4111-7200	Dues & Subscriptions	150
<b>TOTAL MUNICIPAL COUNCIL EXPENSES</b>			<b>38,511</b>

MUNICIPAL COURT EXPENSES			FY16-17
10	4124-0100	Salaries and Wages	68,840
10	4124-0400	Fees - Jurors	300
10	4124-0500	FICA	5,266
10	4124-0600	Retirement	7,855
10	4124-0900	Workers Compensation	300
10	4124-2800	Supplies	300
10	4124-3100	Travel & Training	700
10	4124-3300	Cell Phone	577
10	4124-9000	Reimburse Other Gov Units	72,300
<b>TOTAL MUNICIPAL COURT EXPENSES</b>			<b>156,438</b>



## FY 2016-2017 General Fund Budget

ADMINISTRATION EXPENSES			FY16-17
10	4132-0100	Salaries and Wages	459,037
10	4132-0200	Overtime	0
10	4132-0500	FICA	35,116
10	4132-0600	Retirement	52,376
10	4132-0700	Group Insurance	63,193
10	4132-0900	Workers Compensation	3,000
10	4132-1000	Medical Expense	0
10	4132-1300	Professional Services	1,500
10	4132-1400	Auditing	25,500
10	4132-2100	Data Processing Service	16,500
10	4132-2300	Contracted Services	6,000
10	4132-2400	Fuel	1,600
10	4132-2500	Codify Ordinances	2,500
10	4132-2800	Office Supplies	12,000
10	4132-2950	Bank Fees	8,000
10	4132-3100	Travel & Training	10,000
10	4132-3300	Cell Phone	3,600
10	4132-3400	Postage	3,300
10	4132-4200	Repairs & Maint Equipment	1,000
10	4132-4300	Software Maintenance	4,000
10	4132-4400	Auto Repairs	500
10	4132-5200	Legal Advertising	1,000
10	4132-7200	Dues & Subscriptions	7,500
10	4132-8000	Copier Lease	12,300
10	4132-9001	IT Expenses	2,150
<b>TOTAL ADMINISTRATION EXPENSES</b>			<b>731,672</b>



## FY 2016-2017 General Fund Budget

DEVELOPMENT SERVICES EXPENSES			FY16-17
10	4155-0100	Salaries and Wages	378,634
10	4155-0200	Overtime	0
10	4155-0500	FICA	28,966
10	4155-0600	Retirement	43,202
10	4155-0700	Group Insurance	54,603
10	4155-0800	Unemployment	0
10	4155-0900	Workers Compensation	2,500
10	4155-1000	Medical Expense	0
10	4155-1300	Professional Services	8,000
10	4155-2200	Uniforms	500
10	4155-2500	Software - Maintenance Fee	6,000
10	4155-2800	Departmental Supplies	7,000
10	4155-3100	Travel & Training	11,480
10	4155-3300	Cell Phone	4,000
10	4155-4200	Fuel	1,500
10	4155-4400	Vehicle Maintenance	1,500
10	4155-7200	Dues & Subscriptions	1,500
10	4155-8000	Copier Lease	5,000
10	4155-9000	Debt Service	5,378
10	4155-9001	IT Expenses	2,300
<b>TOTAL DEVELOPMENT SERVICES EXPENSES</b>			<b>562,063</b>



## FY 2016-2017 General Fund Budget

PUBLIC WORKS EXPENSES			FY16-17
10	4194-0100	Salaries and Wages	323,383
10	4194-0200	Overtime	5,000
10	4194-0500	FICA	25,121
10	4194-0600	Retirement	37,469
10	4194-0700	Group Insurance	79,430
10	4194-0800	Unemployment	0
10	4194-0900	Workers Compensation	2,000
10	4194-1000	Medical Expense	639
10	4194-1300	Professional Services	5,000
10	4194-2200	Uniforms	4,000
10	4194-2400	Fuel	16,000
10	4194-2450	Memorial Gardens	5,000
10	4194-2600	Landfill Charges	1,500
10	4194-2700	Small Tools	2,500
10	4194-2800	Departmental Supplies	22,000
10	4194-2801	Tree Care	7,000
10	4194-3100	Travel & Training	3,500
10	4194-3300	Cellular Telephone Service	5,438
10	4194-4200	Repairs & Maint Equipment	4,000
10	4194-4201	Building/Grounds Maintenance	4,700
10	4194-4400	Vehicle Maintenance	10,000
10	4194-4600	Street Maintenance	100,000
10	4194-7200	Dues & Subscriptions	150
10	4194-9200	Equipment Lease	6,692
10	4194-9500	Tree Work	12,000
10	4194-9600	Landscape Maintenance	90,000
10	4194-9700	Contracted Lawn Care	42,000
10	4194-9701	Capital Outlay	14,725
10	4194-9702	IT Expenses	2,000
<b>TOTAL PUBLIC WORKS EXPENSES</b>			<b>831,247</b>



## FY 2016-2017 General Fund Budget

LAW ENFORCEMENT EXPENSES			FY16-17
10	4211-0100	Salaries and Wages	\$ 1,308,989
10	4211-0200	Overtime	20,000
10	4211-0500	FICA	101,668
10	4211-0600	Retirement	183,932
10	4211-0700	Group Insurance	244,597
10	4211-0800	Unemployment	0
10	4211-0900	Workers Compensation	18,000
10	4211-1000	Medical Expense	2,000
10	4211-2200	Uniforms	17,000
10	4211-2400	Fuel	45,000
10	4211-2410	Boat Operation Expense	5,000
10	4211-2420	Postage	300
10	4211-2710	Software Maintenance	22,691
10	4211-2800	Departmental Supplies	18,000
10	4211-2801	Office Supplies	8,000
10	4211-3100	Travel & Training	20,000
10	4211-3300	Cell Phone/Tablets	25,000
10	4211-3800	Board & Lodge Prisoners	25,000
10	4211-4200	Repairs & Maint - Equipment	7,000
10	4211-4300	Building/Grounds Maintenance	8,000
10	4211-4400	Repairs & Maint - Vehicles	15,000
10	4211-7200	Dues & Subscriptions	1,400
10	4211-8000	Copier Lease	17,380
10	4211-9300	Capital Outlay	62,055
10	4211-9301	Vehicle Lease	59,483
10	4211-9313	Dispatch Services	106,560
10	4211-	Equipment Lease	46,489
10	4211-9318	IT Expenses	17,250
10	4211-9319	Community Relations	5,000
10	4211-9320	SLED	7,500
<b>TOTAL LAW ENFORCEMENT EXPENSES</b>			<b>2,418,294</b>



## FY 2016-2017 General Fund Budget

FIRE SERVICES EXPENSES			FY16-17
10	4220-0100	Salaries & Wages	622,847
10	4220-0200	Overtime	45,000
10	4220-0500	FICA	51,090
10	4220-0600	Retirement	92,430
10	4220-0700	Group Insurance	116,094
10	4220-0900	Workers Compensation	4,500
10	4220-1000	Medical	700
10	4220-2400	Fuel	10,500
10	4220-2800	Supplies	2,500
10	4220-3100	Travel & Training	15,000
10	4220-3300	Cell Phone	1,500
10	4220-3600	Utilities	14,000
10	4220-4300	Equipment Repair	4,000
10	4220-4400	Vehicle Repair	30,000
10	4220-8000	Contribution-Vol. Fire Dept	29,000
10	4220-8001	Fire Truck Lease	60,145
10	4200-	Building & Grounds Maint	2,500
10	4220-9000	Apparatus & Equipment	38,000
10	4220-9318	IT	2,000
<b>TOTAL FIRE SERVICES EXPENSES</b>			<b>1,141,806</b>



## FY 2016-2017 General Fund Budget

PARKS & RECREATION EXPENSES			FY16-17
10	4522-0100	Salaries and Wages	183,967
10	4522-0200	Overtime	4,500
10	4522-0500	FICA	14,418
10	4522-0600	Retirement	21,504
10	4522-0700	Group Insurance	39,186
10	4522-0900	Workers Compensation	900
10	4522-1000	Medical Expense	639
10	4522-1300	Professional Services	0
10	4522-2100	Sports Uniforms	75,000
10	4522-2200	Uniforms	450
10	4522-2400	Referees/Extra Help	40,000
10	4522-2700	On-Line Registration	600
10	4522-2800	Supplies	8,000
10	4522-3100	Travel & Training	2,250
10	4522-3200	Fuel	3,000
10	4522-3250	Vehicle Maintenance	1,000
10	4522-3300	Cell Phone	2,164
10	4522-4200	Equipment Maint & Repair	2,000
10	4522-4400	Contract Grounds Maintenance	50,000
10	4522-4600	Athletic Field Supplies	3,500
10	4522-4700	Recreation Equipment	9,000
10	4522-6900	Professional Insurance	4,000
10	4522-6901	Dues & Subscriptions	760
10	4522-6910	Entry Fees	4,000
10	4522-9300	Capital Outlay	7,900
10	4522-9302	Park Maintenance	50,000
10	4522-9310	PARD Project	0
10	4522-9322	Doggie Stations	3,200
10	4522-9325	Trail Maintenance	5,000
10	4522-9326	Turner Field Improvement	0
10	4522-9327	Field Usage	12,000
10	4522-9328	IT Expenses	2,000
<b>TOTAL PARKS &amp; RECREATION EXPENSES</b>			<b>550,938</b>



## FY 2016-2017 General Fund Budget

NON-DEPARTMENTAL EXPENSES			FY16-17
10	4800-	Flags	2,500
10	4800-8100	Safety Program	22,500
10	4800-8520	Bond Pay't(2005)(7.5 M)#1	508,038
10	4800-8530	Bond Pay't(605 K)	48,250
10	4800-8535	Bond Pay't(2008)(181 K)	24,739
10	4800-8536	Bond Pay't(Golf Greens)	50,550
10	4800-8537	Bond Pay't (2012) (850k)	70,156
10	4800-	Bond Pay't (2016) (Fire Station)	30,485
10	4800-8710	Employees Program	2,000
10	4800-8825	Trash/Recycle Service	670,000
10	4800-8830	Utilities	115,000
10	4800-8900	Fund Balance Transfer	209,674
10	4800-8910	Median Lights	4,500
10	4800-8920	Street Lights	19,000
10	4800-8950	Computer Maintenance	49,000
10	4800-8975	C-Fund Road Work	0
10	4800-8980	RFATS	0
10	4800-8981	Legal Fees	100,000
10	4800-8985	Property Insurance	72,000
10	4800-8992	Golf & Community center	35,000
10	4800-8993	Boat Storage Costs	3,000
10	4800-8994	Stormwater Expense	13,440
10	4800-8999	Web Site Hosting	3,704
10	4800-9804	City Hall Building Expenses	7,000
10	4800-9807	Newsletter	500
10	4800-9817	Walking Trail Bridge	0
10	4800-9822	Stonecrest POA Dues	5,000
10	4800-9823	LL City Hall Renovations	0
10	4800-9824	Capital Outlay - 2216 Gold Hill I	0
10	4800-9825	Water Damage - City Hall	0
10	4800-9826	Bldg Exp - 2216 Gold Hill Rd	0
10	4800-9827	Fire Station Study	0
<b>TOTAL NON-DEPARTMENTAL EXPENSES</b>			<b>2,063,536</b>
<b>TOTAL GENERAL FUND REVENUE</b>			<b>8,494,505</b>
<b>TOTAL GENERAL FUND EXPENSES</b>			<b>8,494,505</b>



## FY 2016-2017 Beach & Swim Center Budget

REVENUES				FY16-17
20	3000	3700	Transfer from Savings	0
20	3000	5000	Concession Revenue	500
20	3000	5500	Interest Earnings- Invest	20
20	3000	7000	Memberships	170,000
20	3000	7001	Club Rentals	2,500
20	3000	7002	Guest Passes	250
20	3000	7003	Swim Team	20,935
20	3000	7500	Other Revenue	7,000
<b>TOTAL REVENUES</b>				<b>201,205</b>

EXPENDITURES				FY16-17
20	4400	0100	Salaries & Wages	49,322
20	4400	0200	Overtime	0
20	4400	0500	FICA	3,773
20	4400	0600	Retirement	5,628
20	4400	0700	Insurance	10,830
20	4400	0800	Unemployment	0
20	4400	0900	Workers Compensation	750
20	4400	1000	Pool Management	49,950
20	4400	2400	Sanitation	650
20	4400	2600	Advertising	600
20	4400	2800	Office Expense/Supplies	3,000
20	4400	3100	Travel & Training	0
20	4400	3300	Cell Phone	568
20	4400	3600	Utilities	20,000
20	4400	4100	DHEC Permits	300
20	4400	4200	Equip. Maint. & Repair	8,000
20	4400	4300	Buildings/Grounds Maint.	5,500
20	4400	4400	Transfer to Gen. Fund/landsc.	8,288
20	4400	4500	Swim Team	17,488
20	4400	4600	Storm Water	1,440
20	4400	4700	IT Expenses	500
20	4400	6900	Insurance	3,000
20	4400	8000	Copier Lease	1,930
20	4400	9300	Capital Outlay	0
20	4400		Debt Service	9,011
20	4400	9400	Capital Reserve	0
20	4400	9550	<b>Operational Contingency</b>	<b>677</b>
<b>TOTAL EXPENDITURES</b>				<b>201,205</b>



## FY 2016-2017 Utilities Budget

Revenue				FY 16-17
35	3000	5500	Interest Income	30
35	3000	6000	Tap Fees	405,434
35	3000	6001	Irrigation Taps	16,000
35	3000	6100	Fire Hydrant Rental	0
35	3000	6200	Water Revenue	1,940,539
35	3000	6300	Sewer Revenue	1,935,319
35	3000	6600	Water Activation	15,000
35	3000	7500	Miscellaneous Revenue	3,500
35	3000	7600	Reconnect Fee	7,000
35	3000	7700	Penalty Fee	0
<b>Total REVENUE</b>				<b>4,322,822</b>

EXPENDITURES				FY 16-17
35	4750	1000	Salaries & Wages	732,034
35	4750	1001	FICA	53,247
35	4750	1002	Retirement	79,417
35	4750	1003	Group Insurance	127,455
35	4750	1004	Workers Compensation	12,000
35	4750	1005	Overtime	34,000
35	4750	1200	Legal Fees	7,500
35	4750	2000	Water Purchased	568,095
35	4750	2100	Sewer	393,367
35	4750	2400	Water Testing	10,000
35	4750	2500	Professional Services	50,000
35	4750	2700	Meters/Supplies	125,000
35	4750	2900	Administration Expense	10,000
35	4750	3000	Billing	34,500
35	4750	3100	Training/Education	8,000
35	4750	3200	Fuel	15,000
35	4750	3300	Cell Phone	6,500
35	4750	3400	Small Tools	6,000
35	4750	3500	Uniforms	5,000
35	4750	3600	Utilities	115,000
35	4750	3700	Software Support	0
35	4750	3900	Capital Outlay-Equipment	46,782
35	4750	4200	Office Supplies	2,000
35	4750	4201	Liftstation Maintenance	65,000
35	4750	4202	Sewer Clean-Out	20,000
35	4750	4300	Postage	500
35	4750	4400	Vehicle Maintenance	8,000
35	4750	5002	Fund Balance Reserve	179,937
35	4750	5003	Debt Service	739,750
35	4750	5004	Lease Payment	190,038
35	4750	5100	Software Maintenance	25,000
35	4750	6900	Insurance	15,000
35	4750	7200	Dues & Subscriptions	1,200
35	4750	7400	SDW Act	28,000
35	4750	7520	Water Tower Maint	10,000
35	4750	7600	Maint of Treatment Plant	100,000
35	4750	7700	Sludge Hauling	80,000
35	4750	7800	Chemicals	60,000
35	4750	7900	Meter Reading	4,000
35	4750	8100	Equalization Tank	107,500
35	4750		Fire Hydrant Project	248,000
35	4750	8300	SC DHEC Fine	0
<b>TOTAL EXPENDITURES</b>				<b>4,322,822</b>

<b>TOTAL REVENUES</b>				<b>4,322,822</b>
<b>TOTAL EXPENDITURES</b>				<b>4,322,822</b>



## FY 2016-2017 Storm Water Budget

REVENUES			FY 16-17
50	3000-1000	Stormwater Fees	\$ 480,000
50	3000-2008	Stormwater Delinquent	\$ -
50	3000-3500	Penalties	\$ -
50	3000-3600	Court Fees	\$ -
<b>TOTAL REVENUE</b>			<b>\$ 480,000</b>

EXPENSES			FY 16-17
50	4323-0100	Salaries & Wages	\$ 152,166
50	4323-0200	Overtime	\$ 3,000
50	4323-0500	FICA	\$ 11,870
50	4323-0600	Retirement	\$ 17,704
50	4323-0700	Insurance	\$ 27,317
50	4323-0900	Workers Compensation	\$ 5,575
50	4323-1300	Professional Services	\$ 25,000
50	4323-2850	NPDES Permit	\$ 2,000
50	4323-3200	Fuel	\$ 14,000
50	4323-3300	Cell Phone	\$ 1,380
50	4323-4300	Billing Services	\$ 2,200
50	4323-4400	Vehicle Maintenance	\$ 18,000
50	4323-4700	Drainage Maint Material	\$ 113,551
50	4323-7200	Dues & Subscriptions	\$ 500
50	4323-7250	Property Ins	\$ 3,750
50	4323-9100	Vehicle/Equip Lease	\$ 50,875
50	4323-	IT	\$ 8,000
50	4323-9300	Bond Payment	\$ 23,111
<b>Total Expenditures</b>			<b>480,000</b>



## FY 2016-2017 Events Budget

<b><u>REVENUES</u></b>		<b>FY 16-17</b>
60-3000-5500	INTEREST INCOME	900
60-3000-9627	COMMUNITY EVENTS	6,000
60-3000-9628	COMMUNITY EVENTS-VENDOR	0
60-3000-9629	FALL FESTIVAL	1,300
60-3000-9630	MAYOR'S CUP ENTRY FEES	8,000
60-3000-9631	EVENTS SPONSORS	14,626
60-3000-9637	TRANSFER FROM HOSP. TAX	42,244
<b>TOTAL REVENUES</b>		<b>73,070</b>

<b><u>EXPENTURES</u></b>		<b>FY 16-17</b>
60-4242-9301	JULY 4TH	25,000
60-4242-9302	FALL FESTIVAL	10,000
60-4242-9303	HOLIDAY FESTIVAL	500
60-4242-9304	CONCERT EXPENSE	16,000
60-4242-9306	MAYORS' CUP-GOLF	9,950
60-4242-9307	CATAWBA PARK EXPENSE	0
60-4242-9309	OTHER EXPENSE	0
60-4242-9312	HOLIDAY LIGHTING	10,000
60-4242-9315	SENIOR GAMES	1,620
60-4242-9313	FUND BALANCE	
<b>TOTAL EXPENDITURES</b>		<b>73,070</b>



## FY 2016-2017 Hospitality Budget

<b><u>REVENUES</u></b>		<b>FY 16-17</b>
<b>70-3000-9624</b>	HOSPITALTY TAX	165,000
<b>TOTAL REVENUES</b>		<b>165,000</b>

<b><u>EXPENTURES</u></b>		<b>FY 16-17</b>
70-7000-9301	EVENTS SALARIES	7,000
70-7000-9305	Disc Golf	0
70-7000-9306	Marketing	5,000
70-7000-9307	TRANS TO EVENTS	42,244
70-7000-9311	Trans to Events & CP Funds	0
70-7000-9312	Maint. & Repairs to Clubhouse & Course	81,000
70-7000-9313	Renovations to Restaurant	0
70-7000-	Runde Park Lights	24,754
70-7000-9302	CAPITAL RESERVE	5,002
<b>TOTAL EXPENDITURES</b>		<b>165,000</b>

STATE OF SOUTH CAROLINA )  
COUNTY OF YORK ) ORDINANCE \_\_\_\_  
CITY OF TEGA CAY )

**TO ANNEX BY 100 PERCENT PETITION METHOD, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE CITY OF TEGA CAY, APPROXIMATELY ± 10.29 ACRES, TAX MAP NUMBER 6440000001, FROM RUD IN THE COUNTY TO R-PH IN THE CITY**

**WHEREAS**, the owners of the real estate designated as York County Tax Map Number 6440000001, located on Gardendale Road and containing ± 10.29 acres, as described on the attached site plan, has petitioned the City Council of the City of Tega Cay to annex to the City of Tega Cay.

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Members of City Council of the City of Tega Cay duly assembled:

**SECTION I.** That the described land on the attached plats and all adjacent rights-of-way, contiguous to the boundary of the City of Tega Cay is hereby annexed to, taken into and made a part of the City of Tega Cay.

**SECTION II.** That the property above described and hereby annexed shall be Residential Patio Home District (R-PH) under the Zoning Ordinance of the City of Tega Cay.

**SECTION III.** This ordinance shall be effective from and after the date that the Property Owners transfer the above-described property to Development Solutions Group through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within one-hundred and twenty (120) days from the date of adoption, this ordinance shall be of no force or effect.

**FIRST READING:** September 19, 2016  
**SECOND READING:** \_\_\_\_\_

*Enacted this \_\_ day of \_\_\_\_\_, 2016, by a majority vote of the duly elected City Council of the City of Tega Cay, South Carolina.*

**SIGNED:** **CITY OF TEGA CAY**

[SEAL]

\_\_\_\_\_  
George C. Sheppard, Mayor

\_\_\_\_\_  
David L. O’Neal, Mayor Pro Tempore

\_\_\_\_\_  
Dottie Hersey, Council Member

\_\_\_\_\_  
Ryan Richard, Council Member

\_\_\_\_\_  
Jennifer Stalford, Council Member

**ATTEST:**

---

Charlie Funderburk, City Manager

*Certificate of Adoption*

*I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the \_\_\_\_ day of \_\_\_\_\_, 2016.*

*Sylvia Szymanski*

---

*Municipal Clerk*

# 100 Percent Petition Form

TO THE MAYOR AND COUNCIL OF THE CITY OF TEGA CAY:

The undersigned, being 100 percent of the freeholders owning 100 percent of the assessed value of the property in the contiguous territory described below and shown on the attached plat or map, hereby petition for annexation of said territory to the City/Town by ordinance effective as soon hereafter as possible, pursuant to South Carolina Code Section 5-3-150(3).

The territory to be annexed is described as follows:

See Attached Rezoning Plan

The property is designated as follows on the County tax maps:

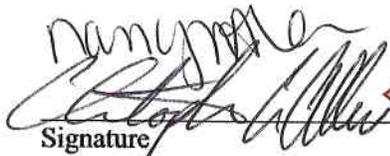
See Attached Rezoning Plan and Joinder Agreements – PIN #'s 644000001

A plat or map of the area should be attached.

See Attached Rezoning Plan

It is requested that the property be zoned as follows: R-PH

SEE ATTACHED JOINDER AGREEMENTS

  1712 Gardendale Rd 7/27/14  
Signature Street Address, City Date  
FOAMILL SC 29708

\_\_\_\_\_  
Signature Street Address, City Date

**For Municipal Use:**

Petition received by \_\_\_\_\_, Date \_\_\_\_\_

Description and Ownership verified by \_\_\_\_\_, Date \_\_\_\_\_

Recommendation \_\_\_\_\_

By: \_\_\_\_\_, Date \_\_\_\_\_

City of Tega Cay – Annexation & Rezoning

**Petitioner Joinder Agreement**

I Christopher L Allen the undersigned, as the owner of the parcel of land located at **1712 Gardendale Road** in **York County**, South Carolina that is designated as Parcel Identification Number **6440000001**, on the York County Tax Map and which is the subject of the attached Annexation Request & Rezoning Submittal to the City of Tega Cay, hereby join and give permission to Development Solutions Group to request Annexation and file this rezoning application and consent to the review of this property by the City of Tega Cay.

This 27 day of July 2016.

By: Nancy M Allen  
Christopher L Allen  
(Owner Signature)



Allen Nancy M & Christopher L

South Carolina  
County of York

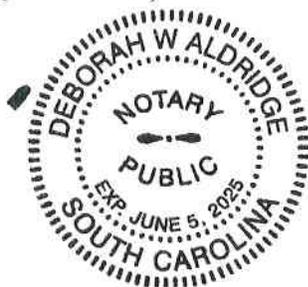
Nancy & Christopher L Allen, appearing before the undersigned  
*Name of Property Owner (printed)*

- Notary and being duly sworn, says that:
1. I am the owner of the property described above.
  2. All statements above are true and correct.

Property Owner's Signature Nancy M Allen Christopher L Allen

Sworn to (or affirmed) and subscribed before me this the 27 day of July, 2016.

(Official Seal)



Deborah W Aldridge  
Official Signature of Notary



Deborah W Aldridge, Notary Public  
*Notary's printed or typed name*

My commission expires: June 5, 2025

**Tega Cay Annexation Report on The Villas at Gardendale**  
(TMS# 644-00-00-001)

Development Solutions Group and the owner of tax numbers 644-00-00-001, did properly petition the City of Tega Cay for incorporation of the above-referenced property into the municipal limits of Tega Cay via the 100% Free-Holder Method for annexation defined in Section 5-3-150 of the South Carolina Code of Laws. This report is compiled and presented to the City Council of the City of Tega Cay to assist in the analysis of this annexation request.

**Property Description**

The property under consideration for annexation consists of approximately 10.29 acres and is located adjacent to the municipal boundary of the City of Tega Cay in the area to be generally described as that which lies to the east of Gardendale Road and is adjacent to City-owned property to the north and is bounded on the east by Gold Hill Middle and Elementary Schools, on the West by the Cadence PDD, and is further depicted on the Boundary Survey and Master Plan attached hereto.

**Current County Zoning for Property:** RUD (Rural Residential Development)

The Rural Development District is intended to protect and preserve areas of the county which are presently rural in character and use. RUD is a zoning classification which permits a development density of 1 residential unit per lot no matter how large the lot is.

**Zoning of Property Adjacent to Proposed Property**

The property adjacent to this site on the North and West was recently annexed and rezoned as part of the Cadence PDD in the City. The property to the South is also zoned RUD (Rural Residential Development) in the County. The property to the East is zoned GI (Government and Institutional) in the City.

**Future Development Projection**

The proposed use for this property if annexed and rezoned would be a Residential Patio Home District (R-PH). Total proposed residential density would be a maximum of 2.82 gross units per acre or 29 patio homes. Approximately 2.6 acres (25% of the total acreage) of common open space will be provided. In addition, the developer is proposing to include a formal garden/park area as an amenity.

The intent of the Residential Patio Home district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards rather than multi-family units. Specific development standards are outlined in Section 19-156 of the Zoning Code. The minimum lot size required for a patio home is 6,000 sq. ft. and the minimum lot width is 60 ft. The front setback required is 25 ft., the rear setback is 15 ft. and the side setbacks are 2 ft. on the patio wall side and 10 ft. on the other side. The standards as outlined on the proposed Sketch Plan will meet all standard requirements.

## Annexation Evaluation Criteria

**1. Does the proposed annexation conform to the current Tega Cay Comprehensive Plan?**

The subject property is located in area identified in the 2015-2025 Comprehensive Plan and Future Land Use Map as containing a mix of uses that integrate flexible design standards compatible with the principles outlined in the Plan. It is also generally in the location that has been identified as a future growth area in the Plan. In addition, the Housing element of the 2015-2025 Comprehensive Plan indicates a shortage of transitional or step-down homes for our aging population from large single family homes to smaller homes that require less maintenance. A patio home product will serve to meet this need.

**2. Does the petition meet the statutory requirements for annexation for the applicable petition method (reference the *S C Code Title 5, Chapter 3*)**

YES.

**3. Does the proposed annexation support efforts to ensure a highly rated local school system? What will be the impact to the capacity of the Fort Mill School District?**

Since the annexation will be primarily a residential venue that traditionally does not attract families with young children, there should little to no impacts on school capacity.

**4. What is the impact to the Tega Cay Parks and Recreation 10 Year Master Plan? How does the proposed annexation meet the objectives of Chapter 5 of the plan? Will the proposed annexation trigger the need for additional capital improvements?**

The proposed development includes amenities as required by the Subdivision and Land Development Code Section 1306.1. Based on the number of dwelling units, the developer will be required to provide only one amenity to be selected from the menu of options outlined in Appendix B of the Code. To that effect, the developer has chosen to include a formal garden/seating area that is compatible with the age- targeting homeowner. In addition, there will be natural open space and land use buffers as well as a landscaped perimeter buffer. There should be no negative impacts in regards to investment in additional capital improvements to meet the recreational needs of the community.

**5. Will the proposed annexation provide pedestrian walkways and trails to provide connectivity throughout the developed areas? Will the walkways and trails provide connectivity to the following as applicable a) the local schools, b) the Nation Ford Greenway system and c) the Baxter Development?**

Discussion has taken place with City Staff, and Planning Commission regarding inclusion of trails designed for future access to the nearby school property and a City-wide trail system through the adjacent Cadence and Serenity Point developments. There will be sidewalks within the development.

**6. What are the results of a comparison between the costs and the benefits of the annexation in regard to city's annual operating and capital expenditures and revenues?**

The proposed development will have a positive fiscal impact for the City due to the additional tax base. Another positive impact is the additional customers on the City's utilities system. Since the property is currently rural and residential in nature there are no public utilities onsite. Development of this site will require a tap on the TCUD system. Additional revenue will be generated by the number of taps and usage fees. Extending the City's infrastructure further along property adjoining Gardendale Road will assist the City in appropriate expansion and upgrade of utilities. The City has previously committed a substantial financial investment in the creation of a Sewer Interceptor Line directly connecting the City to the Rock Hill's Manchester Wastewater Treatment Facility. In order to better manage the fixed costs to existing customers, it is essential to increase the number of users.

The additional expenses incurred by the City to adequately service this proposed development will be minimal based on its size and location to areas currently served by the City. The cost-to-serve analysis for this development demonstrates sufficient positive revenues and an actual decrease in the overall cost-to-serve per household for the City. Please see the attached.

Therefore it is staff's determination that the risks are negligible compared to the potential benefits to be derived from the proposed annexation.

**7. Are there any financial considerations by the City to be applied as part of the proposed annexation?**

Not at this time.

**8. Will the proposed annexation continue to allow the Tega Cay Utilities Department (TCUD) to operate as a self-supporting business enterprise?**

As outlined earlier, connection to the TCUD system will allow the expansion of services to serve the entire watershed basin.

**9. What is the impact of the proposed annexation on existing water supply system facilities and services?**

As stated earlier, connection to the TCUD system will allow the appropriate expansion of service. The availability and capacity of City lines within the nearby vicinity of the site are more than adequate for the proposed development.

**10. What is the impact of the proposed annexation on existing sewer system facilities and services?**

Same as above.

**11. What is the impact of the proposed annexation on existing solid waste disposal?**

There would be no immediate impact until the development has reached the dwelling unit sale stage.

**12. What is the impact of the proposed annexation on existing police protection services and facilities? Is there a need for a crime statistics analysis?**

There should be no new immediately added expenses or necessary studies since the subject property is within the current Police and Fire service area based on jurisdictional agreements with York County. Based on the relatively small size of the overall development and its location in regards to the City's current jurisdictional limits, there will be no added impact to Police and Fire services created by this development.

**13. What is the impact of the proposed annexation on existing fire protection services and facilities?**

Same as above.

**14. What is the impact of the proposed annexation on road infrastructure and utilities? Is there a need for a traffic study?**

The subject property is located on Gardendale Road which is a state-maintained thoroughfare meeting appropriate Levels-of-Service. No Traffic Impact Analysis (TIA) is required due to the current threshold of dwellings proposed and is being completed for the proposed development. However, any improvements required for the Cadence PDD should assist with any impacts from this development. In addition, staff has requested that improvements to both Gardendale and Dam Roads be placed on the RFATS (Rock Hill Fort Mill Area Transportation Study) Long Range Transportation Plan for Road Improvements.

**15. Are there special circumstances involved such as failing septic systems, underground storage tanks, contaminated wells, the delineation of wetlands, previous uses of the land, etc. Is there a need for a ASTM Phase I environmental study (ASTM E1527-00)?**

NO.

**16. Will the proposed annexation adopt policies that protect the water quality of Lake Wylie?**

This question is not applicable to this annexation proposal.

**17. Does the proposed annexation provide provisions for the preservation and/or restoration of natural, cultural or historic areas and/or structures?**

As stated earlier, the proposed development contains the required preservation of open space. In addition, there will be no development of the property located adjacent to the onsite streams which will be protected by appropriate buffers.

**18. What is the impact from not annexing the property into the city? If applicable, when the proposed development occurs outside of the city, what will be the resultant impact to the city?**

Should the City not pursue annexation there could be negative impact to the City's future growth. Annexations are critical to the City of Tega Cay in planning for our future. It is important for the City to respond to pressures of growth by ensuring urban development is comprehensively planned, serviced, and appropriately located. Strategic annexation assures that the City has some determination in where and what land uses are appropriate. By not annexing, the City's ability to control appropriate land uses, densities,

preservation of natural lands would be very limited. In order for the City to provide services as efficiently as possible the City has identified logical areas for future growth, development and provision of services, including the subject property. The most effective way for the City to manage growth is to annex the area into the City.

**19. Is the location of the proposed annexation strategic?**

As stated earlier, strategic annexation assures that the City has some determination in where and what land uses are appropriate. The City has developed a Growth Management Strategy which includes prioritized properties targeted for annexation. The subject property is included on the priority list.

**20. Are there any other extenuating circumstances or factors which enhance or diminish the proposed annexation?**

No.



## TEGA CAY REZONING APPLICATION

### GENERAL INFORMATION

APPLICANT'S NAME: Development Solutions Group, Attn: Mr. Kent Olson

ADDRESS: 11121 Carmel Commons Blvd, Suite 360, Charlotte NC 28226

NUMBER STREET CITY STATE ZIP CODE

PHONE: 704.543.0760

WORK HOME MOBILE

EMAIL: kent@developmentsolutionsgroup.com

PROPERTY OWNER'S NAME: Nancy M Allen & Christopher L

ADDRESS: 1712 Gardendale Road, Fort Mill, SC 29708

NUMBER STREET CITY STATE ZIP CODE

PHONE: \_\_\_\_\_

WORK HOME MOBILE

EMAIL: \_\_\_\_\_

### PROPERTY INFORMATION

PROPERTY ADDRESS: 1712 Gardendale Road

PROPERTY TAX MAP #: 6440000001 PLAT: PLEASE ATTACH TO APPLICATION

LOT AREA: ACRES: +/-10.29 Acres DEED: PLEASE ATTACH TO APPLICATION

ZONING: CURRENT: RUD (York County) PROPOSED: R-PH (Tega Cay)

COMPREHENSIVE PLAN LAND USE DESIGNATION: Residential

CURRENT USE OF PROPERTY: Single Family Residence

ELECTRIC: York Electric WATER: Tega Cay SEWER: Tega Cay

## RELEVANT FACTORS PERTAINING TO THE REZONING

A Zoning Map Amendment may be initiated by the Tega Cay City Council, Planning Commission, Zoning Administrator, or any corporation, individual, or agency. (Ordinance 77, Article XV Section 19-501). The Planning Commission makes recommendations that are evaluated along with the request by County Council based on the following questions (Ordinance 77, Article XV Section 19-504). Please complete the questions with the facts you intend to present in order to justify this rezoning.

1. I (we) are making application for rezoning in order to (please select):

implement the Comprehensive Land Use Plan

correct an original mistake or manifest error in the regulations or map

recognize substantial changes or changing conditions in a particular location

Please justify your reasoning and the need for the proposed amendment:

\_\_\_\_\_  
The proposed rezoning and annexation is being requested to allow for the development of a  
\_\_\_\_\_  
master planned community consistent with the standards of the R-PH zoning district  
\_\_\_\_\_

2. Please explain how this request is consistent with the Comprehensive Land Use Plan:

\_\_\_\_\_  
This request is consistent with the Comprehensive Land Use Plan because it proposes  
\_\_\_\_\_  
to expand single-family owner occupied homes as encouraged in item 6A of the Comp.  
\_\_\_\_\_  
Plan while protecting environmentally sensitive areas and open space.  
\_\_\_\_\_

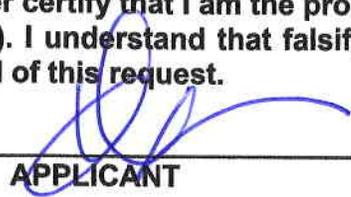
3. What will be the impact of this amendment on surrounding properties:

\_\_\_\_\_  
The proposed amendment is consistent with surrounding land uses and follows the  
\_\_\_\_\_  
current development pattern of the adjoining single-family residential communities  
\_\_\_\_\_  
in the Gardendale Road/Dam Road area.  
\_\_\_\_\_

4. Additional documents relevant to this petition are submitted as follows:

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
APPLICANT

7/28/16  
\_\_\_\_\_  
DATE

SIGN HERE

I (we) certify that I (we) are the owners of the property involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning application.

See Attached Joinder Agreement

\_\_\_\_\_  
PROPERTY OWNER (S)

\_\_\_\_\_  
DATE

I certify that any relevant restrictive covenants will be adhered to concerning this rezoning request. To assist verification, I have attached the relevant restrictive covenant information.

  
\_\_\_\_\_  
APPLICANT

7/28/16  
\_\_\_\_\_  
DATE

SIGN HERE

**\*ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.**

OFFICE USE ONLY

AMOUNT PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH AMOUNT: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

PLANNING COMMISSION MEETING DATE: \_\_\_\_\_

PUBLIC HEARING CITY COUNCIL/PLANNING COMMISSION DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

ZONING OFFICIAL

DATE

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

Handwritten Signature  
APPLICANT

7/27/16  
DATE

SIGN HERE

I (we) certify that I (we) are the owners of the property involved in this application and further that I (we) designate the person signing as applicant to represent me (us) in this rezoning application.

See Attached Joinder Agreement

\_\_\_\_\_  
PROPERTY OWNER (S) DATE

I certify that any relevant restrictive covenants will be adhered to concerning this rezoning request. To assist verification, I have attached the relevant restrictive covenant information.

Handwritten Signature  
APPLICANT

7/27/16  
DATE

SIGN HERE

**\*ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.**

OFFICE USE ONLY

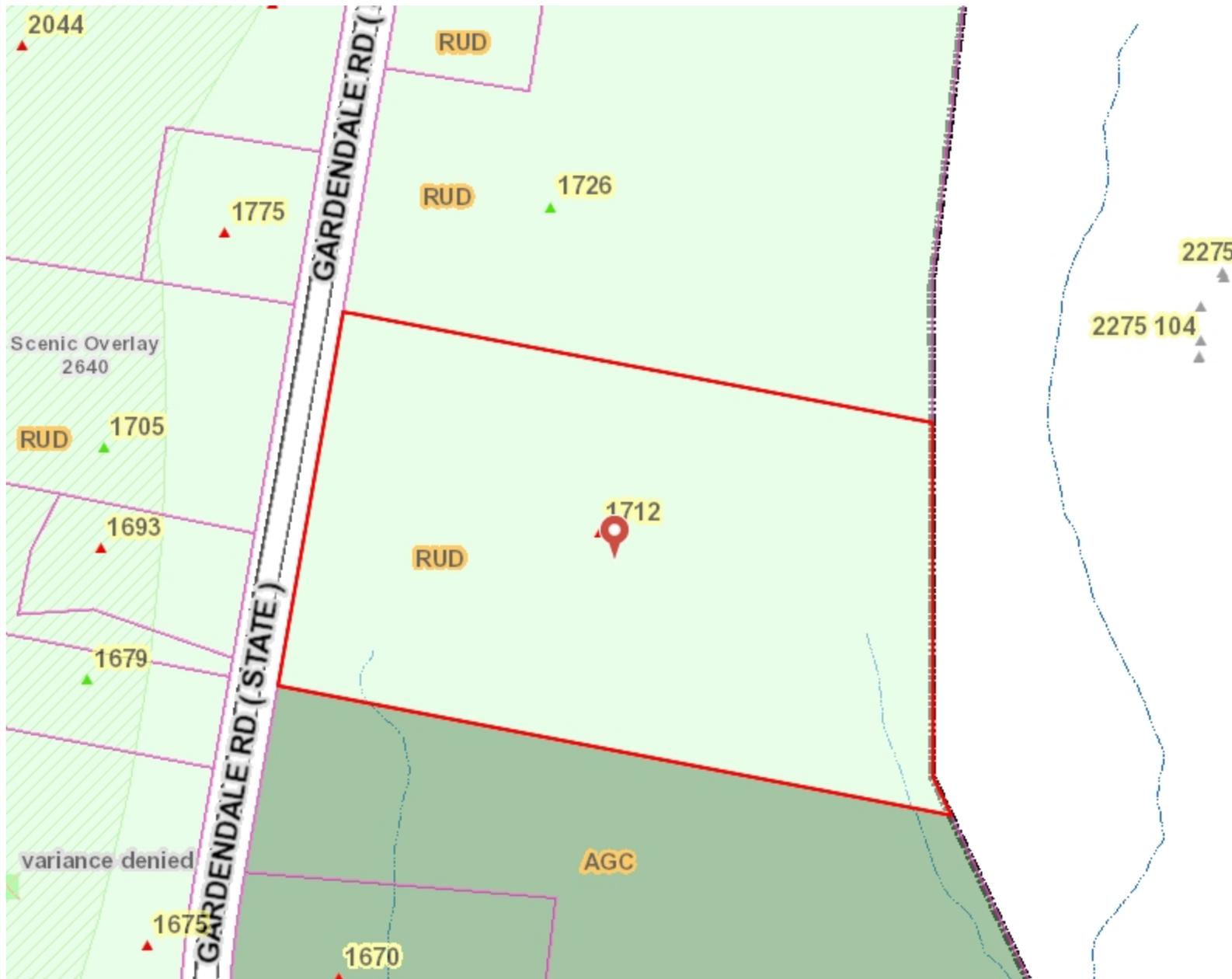
AMOUNT PAID: \_\_\_\_\_ CHECK #: \_\_\_\_\_ CASH AMOUNT: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

PLANNING COMMISSION MEETING DATE: \_\_\_\_\_

PUBLIC HEARING CITY COUNCIL/PLANNING COMMISSION DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_  
ZONING OFFICIAL DATE



**Legend**

- Conditional Zoning
- Address**
- Occupied
- AGC-I
- Meter
- BD-I
- Vacant
- BD-III
- F

1:2,400



**Notes**

Zoning Map



**SECTION 19-155 - PATIO HOUSE DISTRICT**

**(A) Definition.** A patio house is a single family detached unit whose dwelling is separated from the adjacent wall by a wall located on the side lot line, thus creating a private yard or patio area between two side walls.

**(B) Intent.** The intent of this district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards on lots designated primarily to accommodate multi-family dwelling units.

**SECTION 19-156 - REQUIREMENTS FOR PATIO HOUSES**

Subject to the provisions of Ordinance 50 and other provisions of this ordinance not excepted below, every lot in a Patio House District is subject to the following provisions:

(1) The maximum on-lot impervious surfaces ratio shall be:

		Number of bedrooms		
		1	2	3
One Story	42%	48%	50%	
Two Story	30%	32%	33%	

(2) The maximum floor area ratio of structure to lot shall be:

		Number of bedrooms		
		1	2	3
One Story	.39	.37	.33	
Two Story	.47	.38	.40	

(3) The minimum square footage of patio area shall be:

One bedroom	700
Two bedroom	750
Three bedroom	800

(4) The minimum patio area width shall be 25 feet.

(5) All living spaces, such as, living rooms, dens and bedrooms shall face the patio area/yard.

(6) Each patio house shall be located, designed and constructed such that the homeowner's privacy is enhanced.

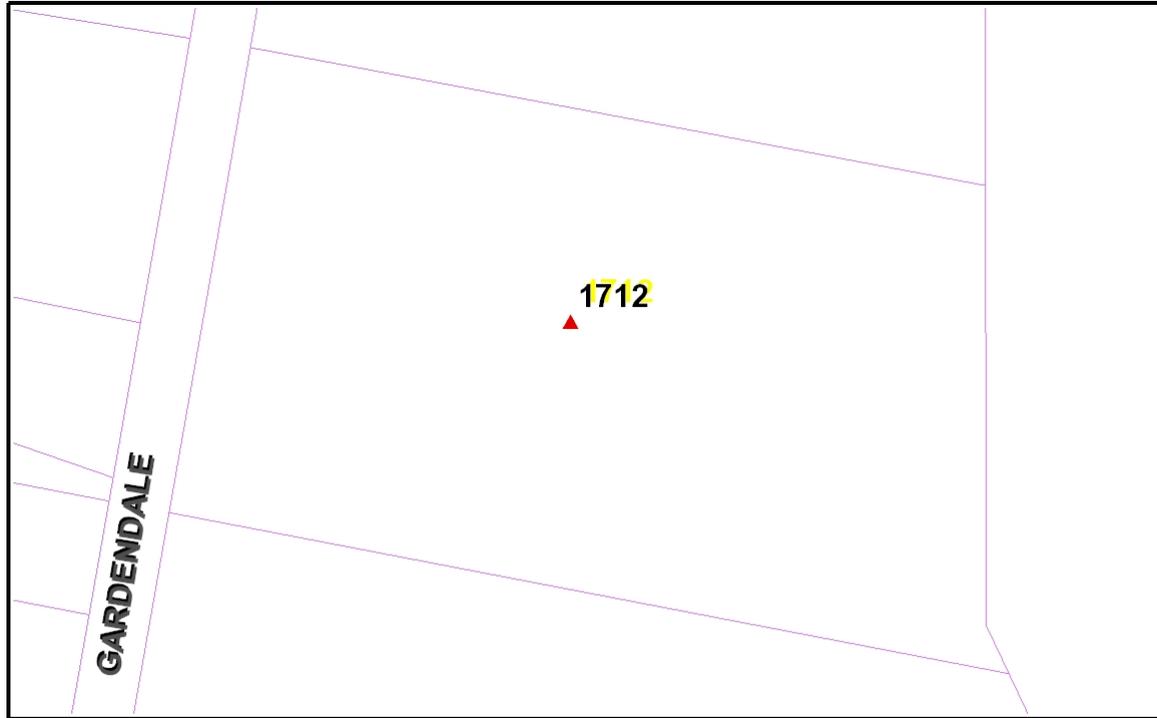
(7) Patio/side and rear privacy walls may be seven feet high.

- (8) As an appurtenance to each patio house and lot, there shall be a maintenance and repair easement opposite the boundary line along which the patio wall is constructed extending ten feet from such boundary line over the adjoining lot.
- (9) As a further appurtenance to each patio house and lot, there shall be an easement upon the adjoining lot for encroachment of the patio wall due to settling or shifting.
- (10) The provisions of Section 19-183 (B), (C) and (D) shall not apply to lots and dwellings in a Patio House District.

Parcel Number: 6440000001  
 Lot #:

# York County Government, SC Property Report

Report generated 7/29/2016 11:18:34 AM



Taxlot in the center

## Property Information

<b>Parcel Number:</b>	6440000001	<b>Land Value:</b>	\$257,300
<b>Total Lots:</b>	0	<b>Sales Price:</b>	\$211,000
<b>Total Acres:</b>	10.29	<b>Sales Date:</b>	12 / 27 / 2002
<b>Deed Book/Page:</b>	4887 / 253	<b>School District:</b>	4
<b>Plat Book/Page:</b>	E102 / 10	<b>Municipality:</b>	
<b>Owner(s):</b>	ALLEN NANCY M & CHRISTOPHER L		
<b>Mailing Address:</b>	1712 GARDENDALE RD, FORT MILL SC, 29715		
<b>Previous Grantor:</b>	ALLEN JAMES HAROLD		
<b>Property Location:</b>	10.29 AC / GARDENDALE RD		

## Assessment

<b>Total Assessed Value:</b>	\$4,249	<b>Total Market Value:</b>	\$337,800
<b>Total Tax Value:</b>	\$106,229	<b>Building Value:</b>	\$80,500

### Buildings Without Land

### Site Address(es)

Tax ID	Owner	Mailing Address	Site Address	Type	Unit	Census Tract	County Council	School District	Water District	Electric District	Fire District	County Zoning	Road Owner
			1712 GARDENDALE RD			061003	1	4	RIVERVIEW	York Electric	Riverview	RUD	SDOT



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**REZONING CASE 2016-07**

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**TO: PLANNING COMMISSION**  
**FROM: PLANNING AND DEVELOPMENT**  
**DATE: TUESDAY, AUGUST 30, 2016**  
**APPLICANT: DEVELOPMENT SOLUTIONS GROUP**  
**REQUEST: TMS # 644-00-00-001- REQUEST TO REZONE APPROXIMATELY  
10.29 ACRES FROM RUD IN THE COUNTY TO R-PH IN THE CITY**

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**Staff Summary:**

The applicant is proposing to annex and rezone approximately 10.29 acres along Gardendale Road as a Residential Patio Home District (R-PH). Total proposed residential density would be a maximum of 2.82 gross units per acre or 29 patio homes. Approximately 2.6 acres (25% of the total acreage) of common open space will be provided. In addition, the developer is proposing to include a formal garden/park area as an amenity.

The intent of the Residential Patio Home district is to allow developers design flexibility in return for site plans utilizing single family detached dwellings and private yards rather than multi-family units. Specific development standards are outlined in Section 19-156 of the Zoning Code. The minimum lot size required for a patio home is 6,000 sq. ft. and the minimum lot width is 60 ft. The front setback required is 25 ft., the rear setback is 15 ft. and the side setbacks are 2 ft. on the patio wall side and 10 ft. on the other side. The standards as outlined on the proposed Sketch Plan will meet all standard requirements.

The location of this proposed development was identified in the City's Growth Management Strategic Plan as an important target for annexation. This was due to the proximity of the site to the properties already within the City's boundaries and the potential for a greater level of compatibility with city goals should the property be annexed rather than remain under the County's jurisdiction. Should the City not pursue annexation there could be some negative impact to the City's future growth. Strategic annexation assures that the City has some determination in where and what land uses are appropriate.

The subject property is located in area identified in the 2015-2025 Comprehensive Plan and Future Land Use Map as containing a mix of uses that integrate flexible design standards compatible with the principles outlined in the Plan. It is also generally in the location that has been identified as a future growth area in the Plan. In addition, the Housing element of the 2015-2025 Comprehensive Plan indicates a shortage of transitional or step-down homes for our aging population from large single family homes to smaller homes that require less maintenance. A patio home product will serve to meet this need.

Staff believes that the Annexation and Rezoning is appropriate because 1) it is compatible with the 2015-2025 Comprehensive Plan; 2) the site is located in an area identified for annexation.

**Potential Benefits:**

1. The proposed rezoning and annexation will assist the city in meeting goals outlined in the 2015-2025 Comprehensive Plan.

**Potential Concerns:** There are potential, but minimal concerns regarding additional traffic impacts. However, A Traffic Impact Analysis will not be required due to the number of residential units proposed. The threshold for initiating a TIA is 30 dwelling units.

**Staff Recommendation:** APPROVAL based on the information prepared by staff outlined in this Planning Commission Report.

## Ordinance 77, Section 19.504 PLANNING COMMISSION REPORT

### ***1. Is there a need for the proposed amendment?***

Based on the staff analysis and findings for the planning commission report, the staff has recognized multiple benefits for the rezoning of the site and annexation by meeting a major goal of the of the 2015-2025 Comprehensive Plan.

### ***2. What is the impact of the proposed zoning amendment on the site and surrounding properties?***

The proposed zoning amendment would provide a positive impact to the adjacent and nearby residential developments which have been recently annexed and rezoned to a compatible residential design. In addition, the proposed development will have a positive fiscal impact due to the additional customers on the City's utilities system. The City has previously committed a substantial financial investment in the creation of a Sewer Interceptor Line directly connecting the City to the Rock Hill Manchester Wastewater Treatment Facility. In order to better manage the fixed costs to existing customers, it is essential to increase the number of users.

The additional expenses incurred by the City to adequately service this proposed development will be minimal based on its size and location to areas currently served by the City. The cost-to-serve analysis for this development demonstrates sufficient positive revenues and an actual decrease in the overall cost-to-serve per household for the City.

### ***3. What is the relationship of this request to the official land use development plan?***

The Future Land Use Map of the 2015-2025 Comprehensive Plan calls for mixed residential, recreational and government uses in this area. Annexation and rezoning of this particular property will assist the City in accomplishing the City's goals outlined in the Plan. Therefore, this request **IS CONSISTENT** with the Comprehensive Plan.

### ***4. Is there vacant land currently classified for similar development in the vicinity; and/or are there any special circumstances that may make a substantial part of such vacant land unavailable for development?***

Currently, **THERE ARE** vacant land zoned for similar residential within the vicinity of the subject site. However, these are part of a PDD that has already been approved for development.

### ***5. Are the uses permitted by the proposed change appropriate in the area concerned?***

The uses permitted under the proposed annexation and rezoning **IS APPROPRIATE** for the area due to its location in an area transitioning from traditional residential uses to a more intense residential use as outlined in the Comprehensive Plan.

**6. Are the existing public school facilities adequate and available or can they be provided to serve the needs of the development likely to take place as a result of such change?**

**YES.** The subject property is located adjacent to an existing elementary and middle school complex. The recent FMSD Strategic Plan and School Reassignment was developed using a residential density build-out scenario for the subject property that would be available under the County's Comprehensive Plan. In addition, the developer/builder will be required to pay the FMSD Impact Fee of \$2500 per residential unit. This money is intended for use as capital investment in new facilities.

**7. Are the existing road systems adequate to serve the proposed development or can they be provided to support the demands likely to take place as a result of such change? This may include (but is not limited to) such indicators as: traffic counts, road design and capacity, site plan design, trips generated by the proposed land use, etc.:**

The annexation and development of the subject property will have some effect on Gardendale Road. However, the TIA is currently underway for the previously approved Cadence PDD. Any mitigation established for the traffic imposed by that development should have the effect of nullifying any potential impacts from this patio home development. Completion of a Traffic Impact Analysis will not be required for this development as the number of residential units is less than 30 dwelling units. Therefore, the road system is considered to be **ADEQUATE** at this time.

**8. Are the existing public facilities adequate to serve the proposed development or can they be provided to support the demands likely to take place as a result of such change? This may include (but is not limited to) such indicators as: availability of public water and sewer, whether the proposed change is in accordance with any existing or proposed plans for providing public water and sewer, and does the any existing storm drainage system have capacity to accommodate the proposed use:**

The site is currently served by well and septic but is proposed to be served by Tega Cay Utility Department (TCUD) service lines for water and sewer facilities once annexation is completed. There are available TCUD service lines within close proximity of this site. Therefore, existing public facilities **ARE ADEQUATE.**

**9. What soils exist on the site, and are any of them considered Hydric (wetlands) or Prime?**

The soils present on site are Cecil Clay Loam with red or brown, firm clay subsoil and **IS considered a PRIME soil. Some Hydric** soils have been identified and are associated with the onsite streams. These areas are not proposed for development and will be protected by appropriate buffers.

**10. Have floodplains been identified on the site?**

There are **NO FLOODPLAINS** identified within the proposed development.

**11. Have any historical sites/ endangered species/ abandoned cemeteries located on the site or in the general vicinity been identified?**

**THERE ARE NO** apparent historical sites, endangered species or abandoned cemeteries onsite.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )  
 )  
CITY OF TEGA CAY )

ORDINANCE \_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE 489 REGARDING THE FY-2015-2016  
GENERAL FUND BUDGET**

**WHEREAS**, The City of Tega Cay adopted Ordinance No. 489, FY 2015 – 2016 General Fund Budget by second reading on September 21, 2015; and

**WHEREAS**, the City of Tega Cay finds that there exists opportunities to properly amend the FY 2015 - 2016 General Fund Budget; and

**WHEREAS**, the City finds that the practice of amending its Annual Budget represents an advisable and fiscally prudent act.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and members of City Council duly assembled do hereby amend the FY 2015 – 2016 General Fund Budget pursuant to Exhibit A attached hereto and by positive action incorporated into this Budget Amendment Ordinance.

Enacted this \_\_\_\_ day of \_\_\_\_\_ 2016, by a majority vote of the duly elected City Council of the City of Tega Cay.

**SIGNED:**

\_\_\_\_\_  
George C. Sheppard, Mayor

\_\_\_\_\_  
David L. O’Neal, Mayor Pro Tempore

\_\_\_\_\_  
Dottie Hersey, Councilmember

**ATTEST:**

\_\_\_\_\_  
Ryan Richard, Councilmember

\_\_\_\_\_  
Charlie Funderburk, City Manager

\_\_\_\_\_  
Jennifer Stalford, Councilmember

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Sylvia Szymanski

\_\_\_\_\_  
Municipal Clerk

EXHIBIT A

**FY 15-16 GENERAL FUND BUDGET AMENDMENT**

<b>REVENUES</b>					
<b>Taxes</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	3000-2009	Delinquent Taxes	7,000	8,950	8,951
10	3000-2010	Current Property Taxes	3,903,734	3,903,734	3,898,538
10	3000-3500	Penalty Revenue	6,500	5,710	5,710
10	3000-4000	Automobile Tax Revenue	551,200	555,000	513,922
<b>Total Tax Revenue</b>			<b>4,468,434</b>	<b>4,473,394</b>	<b>4,427,121</b>
<b>Licenses, Fines &amp; Fees</b>					
10	3000-3200	Franchise Fees	480,000	485,035	485,035
10	3000-4500	Court, Fines and Fees	80,000	115,000	116,491
10	3000-5000	Building Inspect & Permit Fees	900,000	1,030,000	1,019,342
10	3000-8500	Business License Revenue	1,000,000	1,160,000	1,149,653
<b>Total Licenses, Fines &amp; Fees Revenue</b>			<b>2,460,000</b>	<b>2,790,035</b>	<b>2,770,521</b>
10	3000-6000	State Shared Revenue	<b>164,396</b>	<b>167,509</b>	<b>167,509</b>
<b>Recreation</b>					
10	3000-7000	Recreation Revenue	240,000	266,890	266,887
10	3000-7002	York County Recreation	70,000	151,744	151,744
10	3000-7003	Dog Tags/Passes	-	150	150
10	3000-7004	Sponsorships	10,000	10,000	9,981
10	3000-7005	Park Rental Revenue	5,000	3,700	3,700
<b>Total Recreation Revenue</b>			<b>325,000</b>	<b>432,484</b>	<b>432,462</b>
<b>Other Revenue</b>					
10	3000-5500	Interest Earnings	3,300	1,500	1,238
10	3000-7400	Transfer from Beach Club	8,288	8,288	8,288
10	3000-7500	Other Revenue	5,000	2,500	3,425
10	3000-7600	Waste Mgmt. Fees	1,000	1,835	1,835
10	3000-8000	Cell Tower Rental	40,359	40,359	37,502
10	3000-8700	State Grant Park Equip.		7,359	7,359
10	3000-9010	Contingent C-Funds		208,008	208,008
10	3000-9220	Police Bldg Rental	7,200	6,600	6,000
10	3000-9225	Glennon Center Rental	1,000	1,900	1,900
10	3000-9413	Boat Storage Rental	37,500	37,500	36,811
10	3000-9419	Resource Officer-Reimburse	28,900	31,476	31,476
10	3000-9621	Parking Tickets	2,000	4,000	3,930
10	3000-9600	Sale of Fixed Assets	10,000	15,425	15,425
<b>Total Other Revenue</b>			<b>144,547</b>	<b>366,750</b>	<b>363,197</b>
<b>TOTAL GENERAL FUND REVENUE</b>			<b>7,562,377</b>	<b>8,230,172</b>	<b>8,160,810</b>

**EXPENSES**

<b>MUNICIPAL COUNCIL EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4111-100	Salaries and Wages	20,400	20,400	18,700
10	4111-500	FICA	1,561	1,561	1,430
10	4111-600	State Retirement	393	100	98
10	4111-900	Workers Compensation	150	125	122
10	4111-2500	Election Expense	4,500	2,301	2,301
10		Council Chamber Improvements	500	0	-
10	4111-3100	Travel & Training	8,000	6,500	6,300
10	4111-3500	Meeting Expense	6,000	6,700	6,654
10	4111-3510	Flags	1,000	2,575	2,575
10	4111-3512	Flowers	750	1,000	995
10	4111-7200	Dues & Subscriptions	100	135	135
<b>TOTAL MUNICIPAL COUNCIL EXPENSES</b>			<b>43,353</b>	<b>41,397</b>	<b>39,310</b>

<b>MUNICIPAL COURT EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4124-100	Salaries and Wages	46,000	58,000	52,739
10	4124-400	Fees - Jurors	250	258	258
10	4124-500	FICA	383	4,068	3,729
10	4124-600	Retirement	546	5,850	5,364
10	4124-900	Workers Compensation	300	265	264
10	4124-2800	Supplies	250	2,542	542
10	4124-3100	Travel & Training	500	700	697
10	4124-3300	Cell Phone	300	200	187
10	4124-3400	Postage		225	223
10	4124-9000	Reimburse Other Gov Units	48,000	40,000	36,917
<b>TOTAL MUNICIPAL COURT EXPENSES</b>			<b>96,528</b>	<b>112,108</b>	<b>100,920</b>

<b>ADMINISTRATION EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4132-100	Salaries and Wages	387,697	419,432	384,480
10	4132-500	FICA	29,659	30,733	28,172
10	4132-600	Retirement	42,298	46,066	42,228
10	4132-700	Group Insurance	53,276	65,500	66,929
10	4132-900	Workers Compensation	3,155	2,715	2,715
10	4132-1000	Medical Expense	0	380	380
10	4132-1300	Professional Services	1,000	-	(1,438)
10	4132-1400	Auditing	25,500	25,500	10,500
10	4132-2100	Data Processing Service	13,000	16,000	14,713
10	4132-2300	Contracted Services	6,000	5,400	4,970
10	4132-2400	Auto Operation Expense	2,000	4,600	4,288
10	4132-2500	Codify Ordinances	3,500	2,785	550
10	4132-2800	Office Supplies	15,000	15,000	13,588
10	4132-2950	Bank Fees	12,000	8,000	4,666
10	4132-3100	Travel & Training	9,000	9,600	9,548
10	4132-3300	Cell Phone	3,450	3,500	3,360
10	4132-3400	Postage	2,500	3,000	2,803
10	4132-4200	Repairs & Maint Equipment	1,000	1,037	1,037
10	4132-4300	Software Maintenance	9,500	4,000	3,010
10	4132-4400	Auto Repairs	1,000	100	46
10	4132-5200	Legal Advertising	500	1,100	1,085
10	4132-7200	Dues & Subscriptions	7,526	7,647	7,647
10	4132-8000	Copier Lease	7,176	12,000	11,352
10	4132-9001	IT Expenses	5,300	6,000	5,500
<b>TOTAL ADMINISTRATION EXPENSES</b>			<b>641,036</b>	<b>690,095</b>	<b>622,129</b>

<b>DEVELOPMENT SERVICES EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4155-100	Salaries and Wages	346,394	342,323	313,797
10	4155-200	Overtime	0	1,122	1,122
10	4155-500	FICA	26,499	25,500	23,309
10	4155-600	Retirement	37,792	37,792	34,672
10	4155-700	Group Insurance	51,242	51,140	51,147
10	4155-900	Workers Compensation	2,704	2,401	2,401
10	4155-1000	Medical Expense	261	750	657
10	4155-1300	Professional Services	8,000	20,000	16,645
10	4155-2500	Software - Maintenance Fee	6,000	13,170	13,170
10	4155-2800	Departmental Supplies	9,000	9,000	8,521
10	4155-3100	Travel & Training	8,145	7,000	5,812
10	4155-3300	Cell Phone	4,655	4,000	3,567
10	4155-4200	Auto Operation Expense	2,000	1,500	1,122
10	4155-4400	Vehicle Maintenance	1,200	1,200	1,096
10	4155-7200	Dues & Subscriptions	1,200	1,691	1,691
10	4155-8000	Copier Lease	1,960	4,800	4,402
10	4155-9000	Debt Service	5,274	5,378	5,378
10	4155-9001	IT Expenses	1,250	750	647
<b>TOTAL DEVELOPMENT SERVICES EXPENS</b>			<b>513,576</b>	<b>529,517</b>	<b>489,156</b>

<b>PUBLIC WORKS EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4194-100	Salaries and Wages	286,168	278,575	255,361
10	4194-200	Overtime	7,000	5,200	4,841
10	4194-500	FICA	22,427	20,500	18,684
10	4194-600	Retirement	31,985	31,365	28,750
10	4194-700	Group Insurance	68,916	69,400	72,397
10	4194-900	Workers Compensation	2,254	1,644	1,644
10	4194-1000	Medical Expense	1,000	750	639
10	4194-1300	Professional Services	3,000	6,000	5,075
10	4194-2200	Uniforms	3,000	3,295	3,295
10	4194-2400	Auto Operation Expense	14,000	15,000	14,274
10	4194-2450	Memorial Gardens	5,000	5,000	3,952
10	4194-2600	Landfill Charges	2,000	1,200	1,020
10	4194-2700	Small Tools	2,500	2,500	2,230
10	4194-2800	Departmental Supplies	20,000	20,000	16,576
10	4194-2801	Tree Care	6,000	8,675	8,675
10	4194-3100	Travel & Training	3,000	2,500	2,124
10	4194-3300	Cellular Telephone Service	3,355	3,600	3,434
10	4194-4200	Repairs & Maint Equipment	4,000	4,500	4,474
10	4194-4201	Building/Grounds Maintenance	3,000	2,700	2,606
10	4194-4400	Vehicle Maintenance	4,000	10,000	8,222
10	4194-4600	Street Maintenance	75,000	80,000	61,670
10	4194-7200	Dues & Subscriptions	500	150	150
10	4194-9200	Equipment Lease	6,713	26,768	6,692
10	4194-9500	Tree Work	12,000	12,000	9,734
10	4194-9600	Monuments/Landscaping	40,000	40,463	40,463
10	4194-9700	Contracted Lawn Care	42,000	53,000	48,351
10	4194-9702	IT Expenses	1,600	1,000	970
<b>TOTAL PUBLIC WORKS EXPENSES</b>			<b>670,419</b>	<b>705,785</b>	<b>626,303</b>

<b>LAW ENFORCEMENT EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4211-100	Salaries and Wages	1,246,508	1,190,163	1,090,983
10	4211-200	Overtime	20,000	20,000	18,552
10	4211-500	FICA	96,888	90,000	81,853
10	4211-600	Retirement	167,008	158,500	145,327
10	4211-700	Group Insurance	210,964	217,500	227,595
10	4211-900	Workers Compensation	16,122	17,534	17,534
10	4211-1000	Medical Expense	1,000	2,000	1,943
10	4211-2200	Uniforms	15,000	19,250	18,751
10	4211-2400	Auto Operation Expense	50,000	47,500	43,456
10	4211-2410	Boat Operation Expense	3,000	3,530	3,530
10	4211-2420	Postage	400	300	283
10	4211-2710	Software Maintenance	5,500	6,500	6,372
10	4211-2800	Departmental Supplies	18,000	14,000	8,963
10	4211-2801	Office Supplies	7,000	11,436	11,436
10	4211-3100	Travel & Training	17,000	19,601	19,601
10	4211-3300	Cell Phone	11,666	20,000	18,692
10	4211-3800	Board & Lodge Prisoners	7,000	30,000	27,349
10	4211-4200	Repairs & Maint - Equipment	7,000	7,000	5,986
10	4211-4300	Building/Grounds Maintenance	8,000	8,000	7,472
10	4211-4400	Repairs & Maint - Vehicles	15,000	15,000	14,888
10	4211-7200	Dues & Subscriptions	620	1,437	1,437
10	4211-8000	Copier Lease	11,000	17,000	15,631
10	4211-9300	Capital Outlay	51,500	77,364	40,502
10	4211-9301	Vehicle Lease	53,187	53,187	53,187
10	4211-9313	Dispatch Services	106,560	106,669	106,669
10	4211-9318	IT Expenses	9,825	9,000	7,996
10	4211-9319	Community Relations	4,000	5,218	5,218
10	4211-9320	SLED	7,500	6,000	5,452
<b>TOTAL LAW ENFORCEMENT EXPENSES</b>			<b>2,167,247</b>	<b>2,173,689</b>	<b>2,006,658</b>

<b>FIRE SERVICES EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4220-0100	Salaries & Wages	559,647	515,000	470,752
10	4220-0200	Overtime	42,000	45,000	43,015
10	4220-0500	FICA	46,026	40,000	36,623
10	4220-0600	Retirement	80,260	73,750	67,607
10	4220-0700	Group Insurance	105,186	106,356	112,357
10	4220-0900	Workers Compensation	5,496	4,430	4,430
10	4220-1000	Medical	1,000	2,036	2,036
10	4220-2400	Fuel	11,500	11,500	8,781
10	4220-2800	Supplies	2,000	2,000	1,531
10	4220-3100	Travel & Training	5,000	5,000	3,533
10	4220-3300	Cell Phone	875	875	686
10	4220-3600	Utilities	14,700	14,700	12,214
10	4220-4300	Equipment Repair	2,000	2,000	1,829
10	4220-4400	Vehicle Repair	12,000	17,000	7,109
10	4220-8000	Contribution-Fire Dept	79,000	79,000	79,000
10	4220-8001	Fire Truck Lease	60,145	180,435	60,145
10	4220-9000	Apparatus & Equipment	30,000	42,000	41,212
<b>TOTAL FIRE SERVICES EXPENSES</b>			<b>1,056,835</b>	<b>1,141,082</b>	<b>952,860</b>

<b>PARKS &amp; RECREATION EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4522-100	Salaries and Wages	124,548	121,000	110,090
10	4522-200	Overtime	4,000	4,675	4,661
10	4522-500	FICA	9,834	9,600	8,729
10	4522-600	Retirement	14,025	13,900	12,740
10	4522-700	Group Insurance	21,339	25,700	26,214
10	4522-900	Workers Compensation	901	858	858
10	4522-1000	Medical Expense	0	-	-
10	4522-1300	Professional Services	0	810	810
10	4522-2100	Sports Uniforms	65,000	65,000	39,848
10	4522-2200	Uniforms	300	453	453
10	4522-2400	Referees/Extra Help	37,590	40,000	39,951
10	4522-2700	On-Line Registration	600	600	550
10	4522-2800	Supplies	8,000	8,000	7,601
10	4522-3100	Travel & Training	1,500	1,500	1,417
10	4522-3200	Auto Operation	4,000	3,000	2,751
10	4522-3250	Vehicle Maintenance	1,000	1,000	832
10	4522-3300	Cell Phone	2,000	1,750	1,503
10	4522-4200	Equipment Maint & Repair	1,000	1,800	1,787
10	4522-4400	Contract Grounds Maintenance	50,000	59,000	58,937
10	4522-4600	Athletic Field Supplies	3,500	3,000	2,322
10	4522-4700	Recreation Equipment	8,500	9,100	8,268
10	4522-6900	Professional Insurance	4,000	6,860	380
10	4522-6901	Dues & Subscriptions	665	760	760
10	4522-6910	Entry Fees	4,000	4,278	4,278
10	4522-9302	Park Maintenance	40,000	45,000	41,950
10	4522-9310	Pard Project		10,900	10,900
10	4522-9322	Doggie Stations	3,200	2,918	2,918
10	4522-9325	Trail Maintenance	5,000	5,000	2,097
10	4522-9326	Turner Field Improvement	2,500	36,171	36,171
10	4522-9327	Field Usage	13,000	11,475	11,475
10	4522-9328	IT Expenses	1,575	1,575	1,364
<b>TOTAL PARKS &amp; RECREATION EXPENSES</b>			<b>431,576</b>	<b>495,683</b>	<b>442,615</b>

<b>NON-DEPARTMENTAL EXPENSES</b>			<b>FY15-16 Budget</b>	<b>FY15-16 Amended</b>	<b>Y/T/D 9/12/16</b>
10	4800-8100	Safety Program	20,000	20,000	17,779
10	4800-8520	Bond Pay't(2005)(7.5 M)#1	508,087	508,088	508,088
10	4800-8530	Bond Pay't(605 K)	49,450	49,450	49,450
10	4800-8535	Bond Pay't(2008)(181 K)	25,092	25,421	25,421
10	4800-8536	Bond Pay't(Golf Greens)	51,900	51,900	51,900
10	4800-8537	Bond Pay't (2012) (850k)	71,675	71,675	71,675
10	4800-8710	Employees Program	2,000	1,944	1,944
10	4800-8825	Trash/Recycle Service	670,000	685,000	627,683
10	4800-8830	Utilities	120,000	115,000	104,395
10	4800-8900	Operational Contingency	118,653	135,814	-
10	4800-8910	Median Lights	3,000	5,600	5,586
10	4800-8920	Street Lights	20,000	20,000	18,140
10	4800-8950	Computer Maintenance	24,000	33,000	30,066
10	4800-8975	C-Fund Road Work	0	205,319	205,319
10	4800-8980	RFATS		411	411
10	4800-8981	Legal Fees	100,000	115,000	97,156
10	4800-8985	Property Insurance	61,000	69,881	69,881
10	4800-8992	Golf & Community center	25,000	45,000	43,298
10	4800-8993	Boat Storage Costs	3,000	800	744
10	4800-8994	Stormwater Expense	13,440	13,440	13,440
10	4800-8999	Web Site Hosting	3,330	4,000	3,704
10	4800-9804	City Hall Building Expenses	6,400	8,600	8,440
10	4800-9807	Newsletter	780	195	195
10	4800-9817	Walking Trail Bridge		4,450	4,450
10	4800-9823	LL City Hall Renovations	40,000	39,174	39,174
10	4800-9822	Stonecrest POA Dues	5,000	5,000	5,000
10	4800-9825	Water Damage-City Hall		5,375	5,375
10	4800-9826	Bldg Exp-2216 Gold Hill Rd		14,179	14,179
10	4800-9827	Fire Station Study		4,800	4,800
10	4800-9828	Fire Station #2		63,300	63,300
10	4800-9829	Tennis Court Resurfacing		19,000	19,000
<b>TOTAL NON-DEPARTMENTAL EXPENSES</b>			<b>1,941,807</b>	<b>2,340,816</b>	<b>2,109,993</b>

<b>TOTAL GENERAL FUND REVENUE</b>	<b>7,562,377</b>	<b>8,230,172</b>	<b>8,160,810</b>
<b>TOTAL GENERAL FUND EXPENSES</b>	<b>7,562,377</b>	<b>8,230,172</b>	<b>7,389,944</b>

STATE OF SOUTH CAROLINA)  
COUNTY OF YORK)

**STORMWATER SERVICE CHARGES  
COLLECTION AGREEMENT**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Tega Cay, hereinafter referred to as "City", and York County, hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City enacted Ordinance No. 353 (An Ordinance to Establish a Stormwater Management Utility Enterprise Fund and Stormwater Utility User Fee Rates) on September 15, 2008; and,

WHEREAS, the City enacted Ordinance No. 373 (An Ordinance to Provide for the Management of Storm Waters and the Control of Sediment in Tega Cay, South Carolina; To Regulate the Manner in which Land Disturbance and Development Shall Occur in Relation to Land Management and Sediment Control Plans) on March 16, 2009; and,

WHEREAS, the City and County entered into a Tax Collection Agreement on June 10, 2002 whereby the County collects the City's ad valorem taxes on personal and real property; and

WHEREAS, the City desires that the County perform the collections of the City's Stormwater Service Charges, as defined by City Ordinance No. 353, and the County agrees to make said collections; and

WHEREAS, the County currently collects the City's Stormwater Service Charges pursuant to the Stormwater Service Charges Collection Agreement executed September 27, 2011 and wishes to amend the September 27, 2011 agreement ; and

WHEREAS, Article VIII, Section 13 of the South Carolina Constitution authorizes, inter alia, "joint administration of any function and exercise of powers and the sharing of the cost thereof" between counties and municipalities, thus authorizing the County and the City to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and the consideration expressed herein, the parties hereby agree as follows:

1. Stormwater Service Charges Collection by County.

1.1 The County shall make reasonable efforts for the collection of residential and commercial Stormwater Service Charges, also referenced herein as "fees," for the City.

1.2 Collection of the City's Stormwater Service Charges shall be accomplished by including the amount of such charges in the County tax notice, and

designated as stormwater fees, sent to taxpayers who also owe Stormwater Service Charges to the City.

1.3 The City shall provide to the County its list of affected parcels, by parcel number along with corresponding stormwater fee due the City, in an approved electronic file by September 10<sup>th</sup> of each year. If the list is not submitted by this date, the County will not bill for the Stormwater Service Charges on behalf of the City for that tax year.

1.4 Taxayers shall pay the City Stormwater Service Charges to the York County Treasurer's Office.

1.5 The County agrees to maintain all records in accordance with applicable state records retention laws. The City shall use its staff and resources to encourage City taxpayers to pay all Stormwater Service Charges including delinquent charges, penalties, interest and costs due the City.

1.6 The County does not bill exempt property. The County and City agree that the County will not issue tax notices with only a Stormwater Service Charge due. The City agrees that they will handle the billing of Stormwater Service Charges for all exempt properties subject to the fee. The Tax Assessor will provide a list of all properties within the City limits to the appropriate contact at the City. This list will include the classification of the property so that the City will know which parcels are exempt.

1.7 It is understood that property classes may change after the Tax Assessor provides a list of parcels to the City and after the City submits their listing to the Auditor to be included on the tax roll. The County is not responsible for making any changes to this listing once it is received for billing.

2. Remittance to City. The County shall remit to the City on a monthly basis all residential Stormwater Service Charges collected for City with payment being made no later than the 20th day of the month following the collection of such Stormwater Service Charges. A collection report will accompany such remittance showing the amount of Stormwater Service Charges collected.

3. Interest and Penalties. The parties agree that interest and penalties shall be imposed on Stormwater Service Charges and City Stormwater Service Charges as provided by law.

4. Indemnification and Hold Harmless.

4.1 The City acknowledges that the County may have potential liability to payers in connection with the collection of Stormwater Service Charges.

4.2 Accordingly, to the extent allowed by law, the City agrees to indemnify and hold the County harmless, including reimbursement of court costs, reasonable attorney's fees and other costs incurred, because of any claim arising for the collection of the City's Stormwater Service Charges.

4.3 Further, if claim is made against the County arising from the collection of residential City Stormwater Service Charges, City ad valorem taxes, and County ad valorem taxes, the City agrees to share with the County the liability and costs of such claim on a prorated basis.

4.4 Additionally, the City shall hold the County harmless for any failure on the County's part to collect residential Stormwater Service Charges attributable to the failure of a resident to pay the service charge as specified on the tax bill; and, in such an event, the City recognizes that the County is under no obligation to collect such outstanding service charges.

5. Costs for Services.

5.1 The County shall charge the City a fee of fifty-five (55) cents per parcel billed for collection services that shall be due within thirty (30) days of invoicing.

5.2 The County will evaluate the efficacy of this practice as needed to assess any additional costs which may impact consolidated tax collection services.

5.3 Any interest earned by the County on municipal funds during the month collected and up until the 20th day of the following month shall belong to the County.

5.5 The City shall share with the County the costs associated with any future re-design of tax bills required to accommodate the collection of non-ad valorem fees.

6. Term of Agreement. This Agreement shall begin \_\_\_\_\_, 2016 and shall continue in force without need for renewal for subsequent annual periods unless terminated by either party.

6.1 Termination by either party must be made by April 1 of any calendar year to allow sufficient time to plan for other alternatives. Furthermore, if canceled, the County shall complete collections and distributions entirely for any calendar year(s) that it has contracted for before the April 1 cancellation date.

6.2 Requests for amendment shall be in writing to the attention of the other party's Manager.

To the City: 7725 Tega Cay Dr., Tega Cay, SC 29708; and,

To the County: PO Box 66, 6 South Congress Street, York, SC 29745.

7. Reconciliation with Tax Collection Agreement and Amendment. To furthest extent practicable, this agreement shall be reconciled with the tax collection agreement dated June 10, 2002 and shall amend it to provide for the collection of these fees through the issuance of the County Tax Notice.

IN WITNESS WHEREOF, the parties hereto have and caused these presents to be executed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

[Signatures on following page.]

IN THE PRESENCE OF:

YORK COUNTY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
J. Britt Blackwell, O.D.  
York County Council Chairman

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
William P. Shanahan, Jr.  
County Manager

CITY OF TEGA CAY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Witness

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA	)	AMENDMENT TO AGREEMENT TO
	)	FUND MUNICIPAL COURT ATTORNEY
COUNTY OF YORK	)	FOR 2016-2017 FISCAL YEAR
_____	)	

This amendment amends the Agreement to Fund Municipal Court Attorney (Original Agreement), effective since October 1, 2015, by and among York County, the Sixteenth Circuit Public Defender (the Public Defender), and the following municipalities: the City of Rock Hill, the Town of Fort Mill, the Town of Clover, the City of York, and the City of Tega Cay (collectively, the Municipalities). This amendment amends the Original Agreement only to the extent stated below. The portions of the Original Agreement not affected by this amendment remain unchanged and effective.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**AMENDMENT TO ORIGINAL AGREEMENT**

The Municipalities agree to amend Section 3 of the Original Agreement to continue funding the Municipal Court Attorney for the 2016-2017 fiscal year using the percentages applied to the Municipalities for the 2015-2016 fiscal year as shown in Exhibit A of the Original Agreement. This amendment automatically terminates on October 1, 2017, and Section 3 of the Original Agreement becomes effective as written for the 2017-2018 fiscal year, unless one of the Municipalities, in writing, challenges the accuracy of the calculations or requests negotiating another amendment to the terms of the Original Agreement by May 15, 2017.

This amendment may be executed in counterparts, each of which may be deemed an original, but all of which constitute one and the same agreement.

IN WITNESS WHEREOF, York County, the Public Defender, and the Municipalities executed this agreement that becomes effective October 1, 2016.

**City of Rock Hill**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**City of York**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Town of Clover**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Town of Fort Mill**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**City of Tega Cay**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**Sixteenth Circuit Public Defender**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

**York County**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )  
 )  
CITY OF TEGA CAY )

**SERVICES AGREEMENT  
TEGA CAY VOLUNTEER  
FIRE DEPARTMENT**

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into, by and between the **City of Tega Cay**, a South Carolina municipality, (hereinafter referred to as "City") and the **Tega Cay Volunteer Fire Department**, a South Carolina non-profit corporation (hereinafter referred to as "TCVFD") and shall become effective on the 1<sup>st</sup> day of October 2016.

STATEMENT OF PURPOSE

The City desires to memorialize a long term commitment to and relationship with the TCVFD with respect to services provided to the citizens of the City of Tega Cay, and others pursuant to applicable intergovernmental and/or mutual aid service agreements, (the "Services"), for a period of time under the terms, provisions and conditions set forth herein. TCVFD desires to provide such Services on the terms, provisions and conditions set forth herein.

NOW, THEREFORE, in consideration of the aforesaid Statement of Purpose and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Engagement to Provide Services.** The TCVFD, including any and all volunteer firefighters serving the TCVFD, will begin to report to the City Fire Department chain-of-command on any calls for service that they may respond to as of the effective date of this agreement. All volunteer firefighters serving the TCVFD, and consequently the City, must first submit an application to the Division Chief, and will be required to follow all adopted Standard Operating Guidelines of the Fire Department. In the City's sole discretion, the City will adequately staff the current Fire Station (having an address of 7200 Tega Cay Dr. and hereinafter referred to as the "Station") owned by the TCVFD, subject to the provisions included in the Lease Agreement, dated October 1, 2016, with certified, paid fire fighters and necessary staff.

**2. Terms and Conditions.** This Agreement shall become effective as of October 1, 2016, and shall continue for a period of ten (10) years. This Agreement shall automatically renew for two additional ten (10) year periods, provided however, either party may choose not to renew by submitting in writing to the other party, it's intent not to renew. Such notice shall be given in accordance with section 8 of this Agreement and shall be given no sooner than the beginning of the sixth year of the initial term with a three hundred and sixty-five days (365) day notice being given.

Either party may terminate at any point during any term if it finds the other party is in violation of this agreement. In such an instance, the offending party must be notified of its violation in writing in accordance with section 8 of this Agreement. Said party shall be given a period to cure or refute any stated violation of no more than sixty (60) days. Should the offending party

still be in violation after the cure period, the other party, in its sole discretion, may choose to terminate this Agreement.

**3. Responsibilities of the Parties.** The TCVFD shall submit its budget of requested expenses to the Fire Chief, after it has been approved by the TCVFD membership, no later than May 1<sup>st</sup> of each year of the Agreement for consideration. The City Manager will include this request in the City's Fire Department annual budget for City Council to consider. If approved, the City will disburse the approved amount in either one, lump sum payment or in six (6) equal monthly payments, neither of which shall commence prior to the first full business day of February each year. The City, in its sole discretion, shall determine whether the funds are distributed in one lump sum or in six (6) equal payments. At the conclusion of each fiscal year for the City, the TCVFD shall return any unused funds it has received from the City back to the City, except for those funds that are eligible to be transferred to the TCVFD Reserve Fund (herein after the "Fund"), as described herein. In the first year of this Agreement, the TCVFD shall be allowed to keep up to \$10,000 as a total balance in the Fund. The total balance of the Fund may increase by 1.5% each year, provided however, at no time shall the total balance of the Fund exceed \$15,000. The increase in the Fund shall come from any funds remaining from the allocation provided by the City to the TCVFD at the conclusion of each fiscal year. The TCVFD shall also submit to the City a copy of its revenue and expense statements for each fiscal year along with its annual Tax Return after filing. The TCVFD shall at all times adhere to the TCVFD adopted procurement procedure as set forth in its by-laws as shown **Exhibit C**. Failure to adhere to this shall be grounds for the remittance of all funds and assets obtained with City funds back to the City and for this agreement to be terminated with cause.

With respect to the items shown in Exhibit A attached hereto, after the TCVFD has made all necessary repairs to the Station, as shown in **Exhibit A** the City shall be responsible for the general maintenance and repairs of the building, landscaping, driveways, parking lots and related structures at the Station. Except however, should the TCVFD not have the funds available to complete the items listed in **Exhibit A** in the first year of this agreement, they may submit the request for the required additional funds necessary to complete these items in subsequent fiscal years. The City shall also be responsible for the general maintenance and repairs of all fire equipment and apparatus, whether they be owned by the TCVFD or the City. The City shall also be responsible for funding the day-to-day operations of the Station, including, but not limited to: fuel for all apparatus, utilities at the Station, cleaning supplies, paper products and solid waste removal. It shall be the City's responsibility to maintain all equipment and apparatus to ISO standards. All equipment and apparatus shall be reviewed annually by the Division Chief and Fire Chief and verified to meet ISO standards.

**4. Use of the Fire Station and Equipment.** The Station shall be for the use of the TCVFD and the City harmoniously. No one shall have access to the Station other than TCVFD Board Members, Life Members of the TCVFD, Volunteer Fire Fighters who have been approved by the Division Chief, City Fire Fighters and Staff, or persons who are guests and accompanied by one of the aforementioned persons. The TCVFD shall retain the use of the bay located under the City's Police Station until such time that the City constructs and opens Fire Station #2.

Any other use of the Station must first have the approval of both the Division Chief and the Fire Chief.

Only those members of the TCVFD and the City Fire Department, who have been approved by the Division Chief and the Fire Chief, and have the necessary qualifications, shall be allowed to drive any fire apparatus owned by the City or the TCVFD.

**5. Upgrades to the Fire Station.** The TCVFD and the City agree to work in unison on determining any upgrades that may be necessary at the Station. Such upgrades shall be considered during the annual budget process and shall not be implemented until such time that funds are made available by either party and must strictly follow the City's procurement code, provided however, the TCVFD reserves the right, in its sole discretion, to make any upgrades it may determine necessary using funds that it may have received other than from the City. The spending of funds not received from the City by the TCVFD are not subject to the City's procurement code.

**6. Sale of Assets.** Should at any time, the TCVFD decide to remove any of its assets, other than the Station, (by sale, gift or otherwise) from its inventory as shown in **Exhibit B**, the TCVFD, with input from the Division Chief and Fire Chief, may sell the asset in accordance with its bid process with all proceeds being turned over to the City should the sold assets be necessary for fire protection and lifesaving services and need to be replaced in the opinion of the Fire Chief and the Division Chief. If, in the opinion of the Fire Chief and the Division Chief, the asset does not need to be replaced, the TCVFD will be allowed to retain the funds from the sale.

**7. Insurance.**

(a) TCVFD shall provide and maintain property insurance policies on all assets owned by the TCVFD, in an amount not less than the full replacement value of the assets and shall name the City as additional insured.

(b) TCVFD shall also provide general liability insurance under the terms of a commercial general liability policy (occurrence coverage) covering bodily injury, death and property damage, in the amount of not less than One Million Dollars (\$1,000,000) coverage per occurrence, and not less than Two Million Dollars (\$2,000,000) as the general aggregate limit and naming the Lessee as an additional insured.

(c) The above described policies shall include a provision that the Lessee shall be notified by the insurer thirty (30) days prior to any cancellation of a policy. TCVFD shall pay the premiums for the above policies subject to reimbursement as described in the Services Agreement between the parties.

(d) Lessee shall keep all property and interests in property owned by Lessee located on or in the said Leased Premises insured for the benefit of Lessee in such amount and to such extent that Lessee determines desirable against loss or damage by fire and against such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to said property.

(e) Lessee shall secure public liability insurance subject to the maximum amount of liability allowed under the laws of South Carolina.

(f) The TCVFD shall carry worker's compensation insurance on all of its volunteer fire fighters.

(g) Copies of the insurance policies secured by TCVFD shall be provided to and kept on file with the Lessee during the term of this Lease. Copies of property and general liability policies secured by the Lessee shall be provided to and kept on file with the Lessor during the term of the Lease.

**8. Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when placed in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the parties at the last known address of each party (provided that notice of a change of address shall be deemed given only when received). The address of both the City and Fire Department may be changed from time to time by either party serving notice to the other. As of the date hereof, the notice addresses are as follows:

As to City:                      City Manager  
   City of Tega Cay  
   7725 Tega Cay Dr.  
   Tega Cay, South Carolina 29708

As to Fire Department: Tega Cay Volunteer Fire Department  
   c/o President of the Board  
   7200 Tega Cay Dr.  
   Tega Cay, SC 29708

**9. Construction.** This Agreement shall be deemed entered into in Tega Cay, South Carolina and shall be interpreted and governed, and the rights and liabilities of the parties herein contained shall be determined, in accordance with the laws of the State of South Carolina.

**10. Paragraph Headings, Etc.** The paragraph headings in this Agreement have been inserted for convenience and reference only and shall be ignored in any construction of the provisions hereof. Unless the context expressly or impliedly requires or indicates a contrary meaning, whenever used in this Agreement a pronoun in any gender shall include the remaining genders; the singular shall include the plural and the plural the singular; the word many shall mean one or more or all; and the conjunction "or" shall include both the conjunctive and disjunctive.

**11. Agreement Binding on Successors, Etc.** It is further hereby expressly agreed and understood that all covenants and agreements herein made shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns, and that no modification of this Agreement shall be binding unless evidenced by an agreement in writing signed by both the City and the TCVFD.

**12. Entire Agreement.** This Agreement, including Exhibits A and B, contains the entire agreement among the parties hereto with respect to the subject matter hereof and sets forth all of the representations and warranties of the parties hereto with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written agreements, representations, warranties or understandings with respect to the subject matter hereof.

**13. Conflicting Provisions.** Should a conflict be identified between the Services Agreement and the Fire Station Lease it is agreed the Services Agreement shall be the governing document.

IN WITNESS WHEREOF, the Tega Cay Volunteer Fire Department and City of Tega Cay have caused this Agreement to be signed by their duly authorized officers and their seal to be hereto affixed, all as of the day and year first above written.

*Signatures for TCVFD Services Agreement*

"TCVFD"  
Tega Cay Volunteer Fire Department

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its: \_\_\_\_\_

City of Tega Cay

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Charlie Funderburk  
Its: City Manager

EXHIBIT A

**Repairs to the Fire Station to be Made by TCVFD**

*All items included on this list must be completed by the TCVFD prior to the City being responsible for these items.*

1. Replacement of upper parking lot and driveway from the front of the Station to the curb at the street.
2. Installation, hookup and testing of backup generator for emergency power
3. Sprinkler System for the Fire Station

EXHIBIT B

**TCVFD Asset Inventory**

*All items included in the Asset Inventory must be verified by the Division Chief and the Fire Chief, to be in good working order.*

1. All contents of the Station located at 7200 Tega Cay Dr.
2. Engines 2 and 4, Brush Truck and Truck 7, including all contents
3. All contents on Ladder 1, Engine 1 and the Service Truck
4. Marine 6, including all contents
5. Storage Shed, including all contents
6. Covered shelter, including all contents

**\*Exception to this list are any items that are verified by paid invoice to have been purchased by the City of Tega Cay and all future items that are purchased by the City of Tega Cay.**

EXHIBIT C

**TCVFD Bylaws**

*Any revisions to the Bylaws that have been approved the General Membership of the TCVFD must be submitted to the City and will be made a part of this agreement.*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF YORK )  
 )  
CITY OF TEGA CAY )

**FIRE STATION LEASE**

THIS LEASE AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **City of Tega Cay**, a South Carolina municipality, (hereinafter referred to as "Lessee") and the **Tega Cay Volunteer Fire Department**, a South Carolina non-profit corporation ( hereinafter referred to as "Lessor").

W I T N E S S E T H:

Lessor, for and in consideration of the rents to be paid and the covenants and agreements hereinafter expressed to be kept and performed by Lessee, hereby demises and leases to Lessee, and Lessee hereby leases from Lessor upon the terms and conditions and for the purposes of this Lease set out below, that tract of land located at 7200 Tega Cay Dr. in the City of Tega Cay, County of York, State of South Carolina more particularly described on Exhibit A attached hereto, together with all improvements thereon, hereinafter referred to as the "Leased Premises".

1. Lease Commencement Date, Term.

- (a) Initial Term. The initial term of this Lease shall be for ten (10) years (the "Initial Term") commencing as of \_\_\_\_\_, 2016 (the "Commencement Date") and ending on the tenth (10) anniversary thereof ("Expiration Date"). This lease shall automatically renew for two additional ten (10) year periods, provided however, either party may choose not to renew by submitting in writing to the other party, it's intent not to renew. Such notice shall be given in accordance with section 13 of the Agreement and shall be given no sooner than the beginning of the sixth year of the initial term with a three hundred and sixty-five days (365) day notice being given.
- (b) Either party may terminate at any point during any term if it finds the other party is in violation of this agreement. In such an instance, the offending party must be notified of its violation in writing in accordance with section 13 of this Lease. Said party shall be given a period to cure or refute any stated violation of no more than sixty (60) days. Should the offending party still be in violation after the cure period, the other party, in its sole discretion, may choose to terminate this Lease.

2. Rental. The rental shall be Ten Dollars (\$10.00) annually paid on or before the first business day of October each year. The Lessor and Lessee agree that the above rental, together with other good and valuable consideration, is hereby acknowledged as sufficient consideration.

3. Alterations and Improvements.

The Lessor and the Lessee agree to work in unison on determining any upgrades that may be necessary on the Leased Premises. Such upgrades shall be considered during the Lessee's annual budget process and shall not be implemented until such time that funds are made available by either party and must strictly follow the Tenant's procurement code, provided however, the Lessor reserves the right, in its sole discretion, to make any upgrades it may determine necessary using funds that it may have received other than from the Tenant. The spending of funds not received from the Tenant by the Lessor is not subject to the Tenant's procurement code. All alterations and improvements made to the Station paid by the Lessee shall become property of the Lessor at the termination of the Lease. All alterations or improvements must have the approval of the Landlord prior to implementation of such alterations or improvements.

4. Insurance.

(a) TCVFD shall provide and maintain property insurance policies on all assets owned by the TCVFD, in an amount not less than the full replacement value of the assets shall name the City as additional insured.

(b) TCVFD shall also provide general liability insurance under the terms of a commercial general liability policy (occurrence coverage) covering bodily injury, death and property damage, in the amount of not less than One Million Dollars (\$1,000,000) coverage per occurrence, and not less than Two Million Dollars (\$2,000,000) as the general aggregate limit and naming the Lessee as an additional insured.

(c) The above described policies shall include a provision that the Lessee shall be notified by the insurer thirty (30) days prior to any cancellation of a policy. TCVFD shall pay the premiums for the above policies subject to reimbursement as described in the Services Agreement between the parties.

(d) Lessee shall keep all property and interests in property owned by Lessee located on or in the said Leased Premises insured for the benefit of Lessee in such amount and to such extent that Lessee determines desirable against loss or damage by fire and against such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to said property.

(e) Lessee shall secure public liability insurance subject to the maximum amount of liability allowed under the laws of South Carolina.

(f) Copies of the insurance policies secured by TCVFD shall be provided to and kept on file with the Lessee during the term of this Lease. Copies of property and general liability policies secured by the Lessee shall be provided to and kept on file with the Lessor during the term of the Lease.

5. Utilities. The cost of providing public utilities service to the Leased Premises shall be that of Lessee.

6. Repair. Lessee shall, throughout the Term maintain in good order and repair all aspects of the Leased Premises.

7. Use of Fire Station and Equipment. The Station shall be for the use of the TCVFD and the City harmoniously. No one shall have access to the Station other than TCVFD Board Members, Life Members, Members of the TCVFD, Volunteer Fire Fighters who have been approved by the Division Chief; City Fire Fighters and Staff, or person who are guests and accompanied by one of the aforementioned persons.

Any other use of the Station must first have the approval of both the Division Chief and the Fire Chief.

Only those members of the TCVFD and the City Fire Department, who have been approved by the Division Chief and the Fire Chief, and have the necessary qualifications, shall be allowed to drive any fire apparatus owned by the City or the TCVFD.

8. Destruction of the Leased Premises In the event of substantial damage to or destruction of any of the improvements upon the Leased Premises so that it is impractical for the Lessee or Lessor, as the case may be, to repair such damage, Lessee or Lessor shall be entitled to terminate the Lease with sixty (60) days written notice; provided however, Lessee or Lessor, as the case may be, shall have the right to use their best efforts to repair said damage if it so chooses. If said repairs are made, this Lease shall continue in full force and effect without abatement or reduction in the rental to be paid hereunder.

9. Assignment and Subletting.

(a) Neither party may assign or sublet this Lease without the written consent of the other party.

10. Termination. Upon expiration or other termination of this Lease, Lessee shall have the right to remove all of its removable personal property.

11. Binding Effect. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

12. Quiet Enjoyment. Lessor covenants and agrees that Lessee, upon paying the rent and all other charges hereby provided for and upon observing and keeping all of the covenants, agreements and provisions of this Lease on Lessee's part to be observed and kept shall lawfully and quietly hold and enjoy the Leased Premises during the Term.

13. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) mailed by

United States registered mail, return receipt requested, postage prepaid, (iii) sent by a reputable, national overnight delivery service (e.g., Federal Express, Airborne, etc.) or (iv) sent by electronic mail (with the original being sent by one of the other permitted means or by regular United States mail) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the third (3rd) day following deposit in the United States mail (if sent by United States registered mail), or on the day sent by electronic mail (if sent by electronic mail, provided the original is sent by one of the other permitted means as provided herein). Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication.

To Lessor: Tega Cay Volunteer Fire Department  
c/o President of the Board  
7200 Tega Cay Dr.  
Tega Cay, SC 29708

To Lessee: City Manager  
City of Tega Cay  
7725 Tega Cay Drive  
Tega Cay, South Carolina 29708

14. Identity of Interest. The execution of this Lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal and agent or of partnership or of joint venture and the relationship between them shall be only that of Lessor and Lessee. Without the express written permission of Lessor, Lessee shall have no authority to contract, on behalf of the Lessor, for repairs or alterations to the Leased Premises and Lessee shall indemnify and hold Lessor harmless for materialmen's or mechanics' liens which are attached to the Leased Premises during the Term arising out of Lessee's actions.

15. Exclusive Right of First Refusal. Before accepting an offer from any third party to purchase, or lease, as the case may be, Lessor's interest in all or any part of the Leased Premises (the "Third Party Offer") during the Term, Lessor shall first offer in writing to sell, or lease if the Third Party Offer is to lease the Leased Premises, the Leased Premises, to Lessee (the "Right of First Refusal"). As used herein, the term "Third Party Offer" is further defined as an offer (which may be in the form of a non-binding "letter of intent" or similar document) made in good faith, which specifies the proposed purchase price or lease terms and all other material economic terms and conditions relating to the contemplated transaction. Lessee's Right of First Refusal shall be exclusive, and shall subject to the following terms and conditions:

(a) Before accepting a Third Party Offer, Lessor shall forward a copy of the Third Party Offer to Lessee.

(b) Lessee shall have a period of sixty (60) days from the date of its receipt of a copy of the Third Party Offer within which to notify Lessor of Lessee's election to purchase, (or lease if the Third Party offer is an offer to lease) the Leased Premises, (the "Acceptance Period") upon the same terms as specified in the Third Party Offer.

(c) Any acceptance or rejection by Lessee of the Right of First Refusal shall be in writing, and if Lessor fails to receive Lessee's written notification of its decision to purchase, or lease, as the case may be, the Leased Premises, within the Acceptance Period, then the Third Party Offer shall be deemed conclusively rejected by Lessee. If Lessee rejects the Right of First Refusal on the same terms as specified in the Third Party Offer, Lessor shall have the right to sell the Leased Premises, pursuant to such Third Party Offer, and if such Third Party Offer fails to close, Lessee's Option hereunder shall remain valid for the remainder of the Term, and Lessee's Right of First Refusal shall apply to any other Third Party Offers received by Lessor during the Term.

Lessor shall not sell or lease a portion less than the entire Leased Premises during the Initial Term, of this Lease without first obtaining the written permission of the Lessee.

16. Memorandum of Lease. Lessor hereby authorizes Lessee to record a memorandum of this Agreement in the Public Records / Office of the Register of Deeds for York County, South Carolina.

17. Miscellaneous. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby. This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge or termination is sought. The headings in this Lease are for the purposes of reference only, and shall not limit or define the meaning hereof. This Agreement and the Exhibit(s) annexed hereto contain the entire agreement among the parties and supersedes any and all prior or contemporaneous oral or written agreements with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Tega Cay Volunteer Fire Department and City have caused this Lease Agreement to be signed by their duly authorized officers and their seal to be hereto affixed, all as of the day and year first above written.

*Signatures on following page*

Lessor:  
Tega Cay Volunteer Fire Department

By: \_\_\_\_\_ [SEAL]  
Its: \_\_\_\_\_

Lessee:  
City of Tega Cay

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By: Charlie Funderburk  
Its: City Manager